

Report
TO
THE PRESIDENT
BY
EMERGENCY BOARD
No. 198

**APPOINTED BY EXECUTIVE ORDER 12386, DATED OCTOBER 1,
1982, PURSUANT TO SECTION 510 OF THE RAIL PASSENGER
SERVICE ACT, AS AMENDED.**

To investigate the dispute between the New York Metropolitan Transportation Authority and the Connecticut Department of Transportation, and certain labor organizations.

WASHINGTON, D.C.
DECEMBER 17, 1982



LETTER OF TRANSMITTAL

NEW YORK, NEW YORK,
December 17, 1982.

THE PRESIDENT
The White House
Washington, D.C.

DEAR MR. PRESIDENT:

On October 1, 1982, pursuant to Section 510 of the Rail Passenger Service Act, as amended by the Northeast Rail Service Act of 1981, and by Executive Order 12386, you created an Emergency Board to investigate the dispute between the New York Metropolitan Transportation Authority and Connecticut Department of Transportation, and seventeen labor organizations representing employees of Conrail to be transferred in accordance with the Act.

Following its investigation of the issues in dispute, including both public hearings and informal meetings with the parties, the Board has prepared its Report and Recommendations for settlement of the dispute.

The Board now has the honor to submit its Report to you, in accordance with the provisions of the Rail Passenger Service Act, and its Recommendations as to an appropriate resolution of the dispute by the parties.

The Board acknowledges the assistance of David M. Cohen and Mary L. Johnson of the National Mediation Board's staff, who rendered valuable aid to the Board during the proceedings and in the preparation of this Report.

Respectfully,

ARVID ANDERSON, *Chairman*
DANIEL G. COLLINS, *Member*
RICHARD T. NINER, *Member*



TABLE OF CONTENTS

I. Creation of the Emergency Board	Page 1
II. Parties to the Dispute	
A. The Carriers	x
B. The Organizations	x
III. Activities of the Emergency Board	x
IV. History of the Dispute	x
V. Report and Recommendations	x
A. The Emergency Board's Approach to the Issues ...	x
B. Wages and Cost-of-Living Allowances	xx
1. Non-Operating Employees	xx
2. Operating Employees	xx
C. Health and Welfare Benefits	xx
D. Vacations and Holidays	xx
E. Work Rules for Non-Operating Employees	xx
1. Incidental Work	xx
2. Contracting Out	xx
3. Bidding/Qualified Work Force	xx
4. Changes From Regular Work Assignments	xx
5. Overtime and Holiday Pay	xx
6. Compensation for Time Actually Worked	xx
7. Special Appointments	xx
8. Study of Positions	xx
9. Swing-Time/Part-Time	xx
F. Work Rules for Operating Employees	
1. Swing Time/Part-Time	xx
2. Crew Consist	xx
3. Road Service vs Yard Service and Use of Firemen	xx
4. Extra Lists and Deadheading	xx
G. Other Work Rules	
1. New Hires	xx
2. Impartial Arbitration	xx
VI. Conclusion	xx
APPENDIX A: Executive Order 12386	A-1
APPENDIX B: Report of Emergency Board 198, November 1, 1982	B-1



I. CREATION OF THE EMERGENCY BOARD

Emergency Board No. 198 was created by President Reagan on October 1, 1982, by Executive Order 12386, pursuant to Section 510 of the Rail Passenger Service Act (RPSA), as amended by the Northeast Rail Service Act of 1981, 45 U.S.C. Sec. 590. The creation of the Board had been requested by the New York Metropolitan Transportation Authority (MTA) on September 15, 1982, with respect to each of the affected labor organizations; and by the Brotherhood of Locomotive Engineers, on the same date.

The President appointed Arvid Anderson, Chairman of the New York City Office of Collective Bargaining, as Chairman of the Board. Richard T. Niner, a self-employed investment advisor from Greenwich, Connecticut, and Professor Daniel G. Collins of New York University School of Law, were appointed as Members of the Board.

II. PARTIES TO THE DISPUTE

A. THE CARRIERS

The New York Metropolitan Transportation Authority (MTA), a governmental agency, and the Connecticut Department of Transportation (CDOT) have entered into an agreement to operate the commuter passenger service presently operated by Conrail in the Harlem, Hudson and New Haven divisions. The rail properties are presently operated by Conrail for MTA and CDOT, which own the assets and provide funding.

Under Section 1136 of the Northeast Rail Service Act of 1981 (NERSA), 45 U.S.C. Sec. 744a, Conrail is relieved of any legal obligation to operate commuter service after December 31, 1982. Commuter authorities, including MTA and CDOT, (45 U.S.C. Sec. 1104), are authorized to assume the responsibility for providing commuter rail service beginning on January 1, 1983, or to contract for the operation of such service. MTA, through its Metro-North Division, will operate the commuter service for itself and CDOT.

In 1981, Conrail carried 48.8 million passengers in the Metro-North service area, or 44% of its total ridership. Conrail operated 670 trains daily over a 343-mile route structure. Some five thousand employees, including 4800 represented by the labor organizations which are parties to this dispute, were employed by Conrail to operate this service. For 1982, revenues are projected at \$190.3 million, and expenses are estimated at \$324 million. The operating deficit of \$133.7 will be made up by the states of New York and Connecticut. Conrail has provided rail commuter service since 1976.

B. THE ORGANIZATIONS

Seventeen labor organizations represent the Conrail employees who are to be transferred to Metro-North on January 1, 1983, pursuant to Section 508 (a) of the Rail Passenger Service Act, as amended, 45 U.S.C. Sec. 588.

The organizations are:

- American Train Dispatchers Association (ATDA), representing Dispatchers and Power Supervisors
- AMTRAK Service Workers Council (ASWC), representing Service Attendants
- ARASA Division, Brotherhood of Railway and Airline Clerks (ARASA), representing Technical Engineers, Architects, Draftsmen and Allied Workers; Subordinate Officials in the Maintenance of Way, Structures, and Communications and Signal Departments; and Maintenance of Equipment Supervisors
- Brotherhood of Locomotive Engineers (BLE), representing Locomotive Engineers
- Brotherhood of Maintenance of Way Employees (BMWE), representing Maintenance of Way Employees
- Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (BRAC), representing Clerks and Telegraphers
- Brotherhood Railway Carmen of the U.S. and Canada (BRC), representing Carmen on Conrail (No BRC-represented employees will be transferred to Metro-North)
- Brotherhood of Railroad Signalmen (BRS), representing Signalmen
- International Association of Machinists and Aerospace Workers (IAM&AW), representing Machinists
- International Brotherhood of Boilermakers and Blacksmiths (IBBB), representing Boilermakers
- International Brotherhood of Electrical Workers (IBEW), representing Electricians, and Supervisors in the Electric Traction Department

International Brotherhood of Firemen and Oilers (IBFO), representing Laborers
International Brotherhood of Teamsters (IBT), representing Police Officers
Railroad Yardmasters of America (RYA), representing Yardmasters
Sheet Metal Workers International Association (SMWIA), representing Sheet Metal Workers
Transport Workers Union of America (TWU), representing Carmen
United Transportation Union (UTU), representing Conductors, Assistant Conductors, Firemen and Hostlers

III. ACTIVITIES OF THE EMERGENCY BOARD

The Board held a joint organizational meeting in Philadelphia, Pennsylvania, with Emergency Boards No. 196 and 197, on October 11, 1982. At this meeting, the members of the Boards met with the Chairman of the National Mediation Board (NMB) and representatives of the Department of Transportation (DOT), and received a briefing on the history of the dispute. In addition, the Boards met with representatives of all of the parties to the disputes to establish a time frame for their proceedings.

The Board provided the parties with additional time to engage in collective bargaining from October 12 to October 22, 1982. On October 23, 1982, the parties submitted their statements of position with respect to all unresolved issues, including evidence in support thereof. Public hearings required by Section 510 (c) of the Rail Passenger Service Act, as amended, 45 U.S.C. Sec. 590 (c), were conducted by this Board in New York City on October 27, 1982.

Some of the parties continued to meet in direct negotiations after the close of the hearing, with the assistance of the Board. By stipulation of the parties, the Board requested that the deadline for submission of final offers contemplated by Section 510 (d) of RPSA be extended to November 22, 1982, and that the deadline for submission of this report be extended to December 10, 1982. On November 15, 1982, President Reagan approved these requests. Final offers with respect to unresolved issues were submitted to the Board on November 22, 1982. The Board then met informally with the parties prior to preparation of this report, and permitted the parties to submit amended final offers until December 14, 1982. On December 7, 1982, the Board requested that President Reagan grant it an additional seven days for the submission of this report. This request was approved on December 13, 1982.

IV. HISTORY OF THE DISPUTE

The Northeast Rail Service Act of 1981, (NERSA), Sections 1131-1169 of the Omnibus Budget Reconciliation Act of 1981, PL 97-35, provides for the transfer of commuter rail service from Conrail to the states on January 1, 1983. NERSA amends the Rail Passenger Service Act (RPSA). Section 506 of RPSA, 45 U.S.C. Sec. 586, as added by NERSA, provides for the transfer of rail properties to the commuter authorities, and Section 508, 45 U.S.C. Sec. 588, provides for the transfer of employees engaged in providing commuter service to the various commuter authorities.

Pursuant to Section 508, the organizations representing non-operating employees reached agreement on procedures for effecting the transfer. The NMB appointed Fred Blackwell to serve as referee for the remaining disputes, and his award was rendered on October 12, 1982.

Concurrently, the parties served proposals for new collective bargaining agreements with respect to rates of pay, rules and working conditions, pursuant to Section 510. When agreement was not reached on the majority of the issues outstanding, the MTA on September 15, 1982, requested that President Reagan establish an emergency board as provided in Section 510 (b). On the same date, the Brotherhood of Locomotive Engineers made a similar request with respect to its dispute.

President Reagan created Emergency Board No. 198 on October 1, 1982, as described above.

Unlike the major dispute procedure of the Railway Labor Act (RLA), NERSA does not provide for mediation prior to invocation of the emergency board. Therefore, the parties have engaged in some negotiations on their own, but have never had the opportunity to utilize an NMB mediator. Also unlike the RLA, NERSA contains strict time limits for the various steps in the employee-transfer process, with the intention that new agreements be in place on January 1, 1983. For this reason, the Emergency Board attempted to mediate the disputes in an effort to resolve as many of the issues as possible prior to the issuance of this Report.

In the absence of agreement, the parties will be free to resort to self-help on January 1, 1983.

V. REPORT AND RECOMMENDATIONS

A. THE EMERGENCY BOARD'S APPROACH TO THE ISSUES

Section 510 (d) of RPSA provides that, if no settlement is reached within ten days after the submission of the Emergency Board's Report

under Section 510 (c), the Board shall require each party to submit final offers for settlement of the dispute, 45 U.S.C. Sec. 590 (d). The Board must then select the most reasonable offer, and submit a report to the President, 45 U.S.C. Sec. 590 (e).

The parties advised the Board that they would be unable to reach agreement on all of the outstanding issues within the time limits of RPSA. Therefore, on November 22, 1982, the Board received the "final offer" submissions of each of the parties with respect to their unresolved issues. Amended final offers were also submitted by some parties. This Report sets forth our selection of the final offers of the parties.

Unlike most final offer dispute resolution procedures, Section 510 provides for "final offer fact finding" rather than final offer arbitration. Following the release of this Report, the carrier and the organizations must continue their negotiations toward an agreement, under the threat of self-help if their efforts fail. In final offer arbitration, the board issues an award which is the agreement, and is not simply a recommendation. The Board's awareness of this crucial distinction has tempered its deliberations in the preparation of its report.

In selecting the most reasonable offers, the Board was guided by two principles. First, it approached each party's final offer position in terms of its merits as to each issue. Second, no offer was considered "final" until the offeror indicated that it would hold firmly to that offer. The reasons for this approach are more fully explained below.

The legislative history of Section 510 contains no clear guidance for the Board regarding the manner in which it should select a final offer. This Board has chosen to approach each issue individually. Particularly where, as here, a new carrier is to be born, the parties must have flexibility in resolving the issues in dispute.

The Board has permitted each party to amend its initial "final offer" during the course of its investigation and mediation. No useful purpose is served by denying a party the opportunity to submit a revised proposal in an effort to narrow the issues in dispute. Unless a party indicated to us that a specific proposal was truly a final offer, the Board considered each November 22, 1982, proposal as being subject to further modification by the parties in the interest of agreement.

In large measure, the organizations seek to perpetuate the existing work rules contained in their present collective bargaining agreements with Conrail or their national agreements with the National Railway Labor Conference. For this reason, some of the organizations did not advance substantive proposals which were responsive to Metro-North's specific work rules demands, even at the final offer stage.

Some exceptions to this generalization do exist. For example, the BLE is to be commended for its constructive attitude generally, and most particularly regarding elimination of the dual basis of pay and the

special payments associated with that system. TWU and BRAC reached agreement with Metro-North on a substantial number of rules, and BRAC has further indicated a willingness to combine the clerical and telegrapher agreements.

On the subject of pay practices, the organizations were much more flexible. The almost unanimous withdrawal of the demand for restoration of the twelve percent Conrail pay cut, coupled with nine organizations' withdrawal of cost-of-living provisions, marks a tremendously important step toward agreement on wages. In addition, the organizations were willing to sign a three-year agreement, rather than insisting on the term of the national agreements.

The Board rejected the notion that existing rules should be continued on Metro-North solely because they presently exist or historically have existed. A new railroad will begin operation on January 1, 1983. Unlike the railroads whose agreements form the basis of the unions' proposals, this new carrier will be a passenger railroad. The very fact that Congress mandated the separation of Conrail's freight and commuter operations indicates an intention to revamp the manner in which commuter service is funded and provided in the United States, and to treat freight and passenger service differently. No compelling reason exists which warrants the imposition of freight railroad rules - many outmoded and inefficient - on a publicly funded and operated commuter line.

The political and fiscal realities of the day compel this Board to view with favor changes to provide efficient, cost-effective commuter transportation. In this connection, we note that Section 509 of RPSA mandated that the parties establish fact finding panels to recommend "changes in operating practices and procedures which would result in greater productivity to the maximum extent practicable." While the parties did not establish these panels, this Congressional purpose has guided the Board's deliberations. The Metro-North proposals focus on only a few areas for relief, and do not represent an across-the-board elimination of existing employee rights and benefits. Some of the organizations have failed to meet the challenge presented to submit counterproposals based on the needs of a commuter rail operation, and have instead based their proposals on the national agreements. While the terms of those agreements are relevant to this proceeding, they do not fully take into account the fiscal problems or operating needs of a regional commuter rail authority.

The Board has used the carrier's listing of work rule issues as a framework for its report and recommendations. By necessity, we have not attempted to discuss every subject in dispute, but have focused on the most critical items which must be resolved. This is not intended to minimize the importance of these other issues. Furthermore, we recognize that some agreements have been reached in extensive discussions with BRAC, TWU and other organizations, which modify

our recommendations.

Finally, we have not hesitated to offer our own suggestions to the parties for amendment of their initial final offers, where we felt that neither party's position on the November 22, 1982, final offer truly met the needs which the proposals were intended to address. Some of our proposals have been reflected in the amended final offers of the parties.

B. WAGES AND COST-OF-LIVING ALLOWANCES

1. *Non-Operating Employees*

On the issue of wages and cost-of-living allowances for non-operating employees, we adopt the position of all parties except IBFO that the existing Conrail wage rates shall be the basis for the changes in rates recommended herein. We further adopt the TWU and ASWC proposal that these wage rates be increased by seven percent on January 1, 1983; six percent on January 1, 1984; and seven percent on January 1, 1985, and we strongly recommend that Metro-North accept that offer and extend it to all of the other organizations. We do this because the TWU-ASWC offer is comparable to the settlements with some Long Island Rail Road (LIRR) unions, and with bus and subway employees of the Transit Authorities, which operate as part of MTA. On this basis, and assuming that legislative subsidies are forthcoming, we have reason to believe that Metro-North will in fact promptly make such an offer.

We are recommending increases higher than those offered by Metro-North in its final offer submission of December 14, 1982, because the work rule changes which we recommend, particularly those involving incidental work, subcontracting, bidding and testing, overtime and holiday pay, swing-time, crew consist, extra lists, and entry rates, will offset some of this higher cost.

Metro-North offered to adopt the existing wage rates on Conrail, with increases of 5% per year in 1983, 1984 and 1985.

The organizations initially sought a two-step procedure for wages and a cost-of-living allowance (COLA). First, they sought to restore the 12% wage cut, which all Conrail employees agreed to in May 1981. Second, they sought to apply the pattern wage and COLA provisions of the various National Agreements with the National Railway Labor Conference (NRLC).

As a condition for receiving continued Federal financial assistance, all of the labor organizations on Conrail agreed to a wage reduction and freeze which places Conrail employees 12% below the National Agreement rates for each craft or class. All unrepresented employees have made the same wage concession. These measures are designed to save Conrail some \$200 million per year for three years.

In the unions' view, this wage reduction represents a \$600 million

"sweat equity" in Conrail which they hope to recover through stock ownership if Conrail is sold to private owners. Employees who transfer to Metro-North will forfeit their chance to share the fruits of their sacrifice. Therefore, the unions argued, they should no longer be required to give back 12% of their wages, since they have no further interest in Conrail.

Following this increase in base rates, the unions also initially sought to apply the balance of the National Agreements. These agreements provide for basic wage increases which total 11% over 39 months plus a COLA of one cent per hour for each .3 point change in the Bureau of Labor Statistics CPI-W, paid on January 1 and July 1 of each year. The COLA is limited to 4% every six months and eight percent per year.

In their November 22, 1982, final offer, the organizations (with the exception of IBFO) withdrew their demand for restoration of the 12% Conrail differential, provided national agreement wage and COLA increases were applied. Subsequently, nine organizations proposed the following formula as part of a revised package: a seven percent increase on January 1, 1983; four percent on January 1, 1984; four percent on July 1, 1984; and eight percent on January 1, 1985. This package includes acceptance of the organizations' work rules proposals, elimination of COLA, a three-year term, improvements in vacations and health insurance, and improved pass privileges. Thereafter, TWU and ASWC proposed the 7-6-7 formula.

The final offer of TWU and ASWC, to which we hope Metro-North will be able to respond affirmatively, is comparable to agreements between the MTA and the unions representing bus and subway employees, as well as agreements, some tentative, reached with at least half of the organizations on The Long Island Rail Road. Since Metro-North is one of the rail components of MTA, selection of a similar wage package is reasonable and equitable, and should be applied to all of the organizations.

This package is intended to provide protection against anticipated increases in the cost of living, while permitting Metro-North to accurately predict its direct labor costs for the term of the agreement. Inflation has abated in recent months, and the wage increases which we recommend provide a real increase under current conditions.

Given the MTA's chronic fiscal constraints, the Board is compelled to reject the demand of a few unions for imposition of the national railroad pattern on Metro-North. This is a new railroad, not part of the national wage movement, and it deserves control over its wage agreements. Tying Metro-North to the national wage pattern would inhibit MTA's effort to create a viable commuter carrier.

Additionally, the package proposed by the majority of the organizations (which includes: no rules relief, significant increases in health benefits, and vacations, and a higher wage package) would exacerbate the present deficit, which the MTA and the States of New York

and Connecticut are attempting to eliminate.

It is undisputed that large commuter railroads are not self-sufficient and have relied on subsidies for years. Commuters pay only 52% of the cost of Metro-North service, with taxpayers bearing the balance. The increases recommended here, while partially offset by the recommended changes in existing work rules, nevertheless may cause an increase in costs which can only be met by increasing fares or subsidies. We are unwilling to recommend still higher increases based upon the wages paid on profit-making freight carriers. Our wage recommendations thus are based upon the ability to pay of the MTA, the comparable wages paid relative to other of its commuter operations, changes in the cost of living index, and consideration of the total compensation - benefits as well as wages - received by the employees.

2. Operating Employees

For operating employees, we adopt a proposal by BLE and UTU providing for the elimination of the dual basis of pay as discussed below, effective January 1, 1983. We adopt the carrier's proposed base rates for 1983, of \$126.32 for engineers, \$105.45 for conductors, and \$98.56 for assistant conductors. We adopt the BLE offer of the same annual increases in 1984 and 1985 for all operating employees as are provided for non-operating employees.

Under the dual basis of pay, operating employees were paid a basic rate which covered eight hours of work, or 100 miles run for engineers and 150 miles run for conductors and assistant conductors.

An employee who exceeded the prescribed number of miles per day was paid "overmiles" without any consideration given to the amount of time it took to cover that mileage. Additionally, an employee received overtime for time worked in excess of eight hours per day, if the amount exceeded the overmile rate.

This system of pay was developed a century ago when trains traveled at the rate of 12-15 miles per hour. Today, however, the average train travels at a peak speed of 50-60 miles per hour. Metro-North urges an end to this system, arguing that it has no place on a modern commuter system. Employees working the same number of hours per day but covering different distances were paid different wages.

Certain employees were also paid extra for performance of work not part of their regular service. For example, an employee was paid an "arbitrary" for completing a report at the end of a shift. An "irregular service" allowance was paid at the rate of a half-day's pay at a special rate, regardless of time actually worked.

Many employees also were entitled to guaranteed payment for a set number of days each month, even if those days were not worked. Engineers were guaranteed the equivalent of forty days a month. Metro-North points out that the average American worker expects to

work twenty days per month.

BLE presented two November 22, 1982, final offers regarding the basis of pay, each of which provided for hourly rates of pay for engineers, in place of the present dual basis of pay plus arbitraries and special allowances. BLE originally offered to accept, in toto, either The Long Island Rail Road (LIRR) agreement or the National Railroad Passenger Corporation (Amtrak) agreement. Under the LIRR agreement engineers earn \$103.42 per 8-hour day (plus increases from June 2, 1981, which are presently being negotiated. The LIRR agreement contains a supplemental pension plan which must be considered in comparing the various rates.) Under the Amtrak agreement, engineers earn \$133.92 per 8-hour day, or \$16.74 per hour. The Amtrak agreement also provides for protection of employees' earnings during the transition to hourly rates, and for increased productivity.

Subsequently, BLE amended its final offer to provide the Amtrak rate of \$133.92 per day for 1983, plus six percent in 1984 and seven percent in 1985. Metro-North amended its final offer to set a base rate of \$126.32 for 1983, plus five percent in 1984 and 1985.

UTU's proposal basically provides for elimination of the dual basis of pay, arbitraries, and special allowances. However, it continues overmiles as an alternative to time-and-one-half after eight hours. UTU proposes a daily rate for eight hours of \$200 for conductors and \$175 for assistant conductors, with a five-day guarantee per week. The carrier proposes daily rates of \$105.45 and \$98.56 for the conductor and assistant conductor, respectively. By comparison, the new agreement between Amtrak and UTU provides daily rates of \$111.44 (\$13.93 per hour) and \$94.56 (\$11.82 per hour) for these employees.

We adopt the final offer of Metro-North and BLE with respect to abolition of the dual basis of pay, including overmiles, arbitraries and special allowances. We further adopt the 1983 wage rates proposed by the carrier. With respect to future increases for both BLE and UTU, the Board adopts the BLE's proposed 1984 and 1985 percentage increases, which are comparable to the increases which we recommend for non-operating employees, for the reasons discussed above.

C. HEALTH AND WELFARE BENEFITS

On the issue of health and welfare benefits, we adopt the December 14, 1982, final offer of Metro-North to maintain the current level of benefits provided to Conrail employees. On the issue of administration of those plans, including selection of a carrier, we adopt the position of Metro-North that it have the right to select a new carrier or self-insure the benefits.

Metro-North has offered to continue the existing level of health and welfare benefits provided to Conrail employees. However, the carrier seeks the unilateral right to select the insurer, or to self-insure and to

administer the plan itself. The unions are presently co-signatories to the railroad industry insurance plans.

The organizations sought to add vision care to the existing insurance plans, to maintain the non-contributory aspect of the plan, and to preserve their right to select the insurance carriers. In addition, the unions sought to increase the basic life insurance coverage from \$10,000 to one-and-one-half times an employee's salary.

In their November 22, 1982, final offer, the organizations agreed to accept the current level of benefits. However, nine organizations later submitted an amended final offer reinstating the original demands as part of their package described above.

While we have selected the carrier's offer on health and welfare benefits, we strongly urge that Metro-North use some portion of the savings realized to provide additional benefits to the employees. For example, the carrier could bring the Metro-North employees under the plans applicable to The Long Island Rail Road.

D. VACATIONS AND HOLIDAYS

The Board adopts the proposal of several organizations that employees receive eleven paid holidays. The Board adopts the carrier's proposal that vacation eligibility remain unchanged.

The organizations' final offer with respect to holidays is comparable to the provisions of the Conrail agreement effective in 1983, adding the day after Thanksgiving as an eleventh holiday, and to the LIRR agreements.

The Board selects this offer in recognition of the fact that these employees do not receive sick leave, and because we are not recommending any other increase in paid time off.

E. WORK RULES FOR NON-OPERATING EMPLOYEES

Metro-North has proposed changes in various work rules and other working conditions. These proposed changes are necessary, states the carrier, in order to ensure an economically viable commuter system.

Unless otherwise indicated below, the unions seek to maintain the work rules currently in existence, as discussed above. Certain rules are not applicable to all crafts or classes.

1. *Incidental Work*

On the issue of an Incidental Work Rule, we adopt the position of Metro-North. The carrier needs the flexibility provided by a rule of this nature in order to maximize efficiency and thus provide better service.

Currently, certain crafts or classes of Conrail employees are prohibited, by contract, from performing tasks incidental to their jobs which are encompassed within the jurisdiction of other crafts or classes. Metro-North argues that this approach is archaic, unproductive and inefficient. As an illustration, Metro-North cites the task of an air valve change, which is primarily the work of carmen. Yet, because the valves must be both removed and disconnected from pipes, under the present work rules an electrician must perform the first task and a pipefitter the second. The carrier argues that most employees are skilled enough to perform all work on a given job, and that a more modern incidental work rule would significantly reduce the sometimes extensive delays which result under the current system.

Under the carrier's proposal, when an employee is performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, the employee may be required, so far as capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work would be regarded as "incidental" when it involved the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work would be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

Under the Metro-North proposal, if there was a dispute as to whether or not work comprised a "preponderant part" of a work assignment, the carrier could assign the work as it felt it should be assigned and proceed, or continue with the work and assignment in question. The shop committee could request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeded the time required to perform the main work assignment. If it did, a claim would be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

The SMWIA urges the carrier to furnish a letter of understanding that this rule would only be used to increase productivity and not to furlough employees. The Board finds that this is a reasonable request which should be incorporated into the various agreements.

2. Contracting Out

On this issue, the Board adopts the Metro-North proposal. The Board notes that the carrier is about to embark on a \$660 million capital improvement plan funded by a bond issue, and the nature of the planned improvements lends itself to contracting out rather than increasing the

permanent work force. Contracting out should be used to cover extraordinary levels of work, not to handle ordinary work.

The organizations seek to maintain the existing agreements with respect to contracting out. Metro-North argues that current contract provisions governing contracting out are too restrictive. The carrier proposes that it have the right to unilaterally sub-contract when needed work can be performed more efficiently outside the railroad. To replace the multiple and disparate work rules currently in effect, Metro-North maintains that there is a need for a uniform rule giving the carrier discretion to contract out, under certain conditions. Metro-North states, however, that it has no intention of eliminating jobs in certain crafts or classes through indiscriminate sub-contracting.

This rule would require Metro-North to first consider the possibility of having work done in-house, provided the work is performed with existing facilities, without adding employees, and at a competitive cost with outside contractors with respect to quality, price and time of performance. The carrier will consult with the unions on the issue of sub-contracting, but the ultimate determination will rest solely with Metro-North.

The carrier does not intend to use this provision as a means of reducing the number of its employees. Labor-management committees would be established to facilitate communication with respect to potential contracting out, and the committees would meet whenever contracting out is proposed. A permanent record of committee meetings would be created. Finally, the organizations affected would have the right to submit a proposal for performing the work in-house, and would receive the required information not later than the time it is made available to prospective bidders.

3. *Bidding/Qualified Work Force*

On the issue of limiting bidding, the Board adopts the position of Metro-North. Presently, employees on Conrail may bid on a new job at any time, no matter how long they have occupied their current positions. Metro-North's position is that unrestricted bidding leads to high turnover and low productivity. It therefore proposes changes in the bidding system.

Metro-North argues for a six month minimum on each job, i.e., employees would not be permitted to bid for new positions until they had worked for at least six months in their current position.

BRAC accepts the carrier's proposal on bidding, subject to certain limitations; the other unions do not.

As an alternative to the six-month rule, this Board recommends the adoption of a rule allowing bidding twice in a twelve-month period.

Additionally, the carrier asks for the right to determine whether an applicant is qualified for a position before that position is awarded.

Current rules provide that the senior bidder for a position be given a "reasonable" period of time in which to demonstrate an ability to fulfill the requirements of that position. Metro-North seeks to change this system, which it deems disruptive, and to substitute a system of filling positions through the use of job-related tests.

On the issue of ensuring a qualified work force, the Board adopts the Metro-North proposal for appropriate job-related qualifications tests, written or otherwise, for new positions or vacancies, only for those employees who have not previously qualified for such work by performance or otherwise. Of course, these procedures should not be used to discriminate against employees in violation of federal and state laws.

4. Changes From Regular Work Assignments

The Board adopts Metro-North's position with respect to changes from regular work assignments. Several of the current agreements on Conrail, which the organizations seek to maintain, restrict the carrier's ability to assign employees to jobs *within* the scope of their craft or class but outside the scope of their regular daily activities. The contracts provide that if such a change should occur, the employee will receive a higher rate of pay for that work.

Metro-North argues that these rules are inefficient and unproductive, and requests a change to allow the Carrier to re-assign employees without "penalty".

The Board believes that the penalty provisions should be abolished where they exist. This change should result in significant savings for the carrier. The Board is not persuaded that an "Irregular Work Rule" would adversely affect craft or class distinctions, and it is consistent philosophically with the lowering of barriers to performance of incidental work which we support.

5. Overtime and Holiday Pay

The Board adopts Metro-North's amended final offer of December 14, 1982, on the issue of overtime and holiday pay.

Most of the present Conrail agreements with non-operating employees provide for overtime pay on two bases. Employees who work more than eight hours in any twenty-four hour period are compensated at an overtime rate. Additionally, employees who work more than forty hours per week, or more than five days per week, are compensated at an overtime rate.

Metro-North argues that these rules lead to excessive absenteeism and low productivity. Employees who are compensated for time worked after eight hours may, after less than a week, have earned more than a full week's pay at non-overtime rates. Metro-North states that the incentive to work a full week is thereby reduced. The carrier originally asked for a change to a policy of paying overtime only after

forty hours per week have been worked. In its amended final offer, Metro-North agreed to pay time-and-one-half after 8 hours worked and double time after 16 hours worked in one day, so this part of the proposal is no longer in issue.

Under the carrier's proposal, an employee on Metro-North will be compensated on an overtime basis for working on rest days only after having worked all hours of his or her regular assignment in that work week. However, where an employee misses part of the work day due to a legitimate reason, such as commuting delays, the employee should be compensated at the overtime rate after working the number of hours missed.

The carrier also cites absenteeism as the reason it seeks a change in the current holiday pay practice. Presently, employees are eligible for holiday pay if they work a few hours the day immediately preceding, and the day immediately following, the holiday. Metro-North asks for a modification in policy which would provide holiday pay only if *full* days are worked before and after the holiday.

An exception covering legitimate absence would also apply to holiday pay, (e.g., where an employee has reported for work the day before or after the holiday, but then leaves, with permission).

The carrier would be entitled to consider the regularity of an employee's service on regular workdays, so that employees who display a pattern of absenteeism on regular workdays would not be entitled to share in the work distributed.

6. *Compensation for Time Actually Worked*

This issue relates to Maintenance of Way Employees only, and the Board adopts the proposal of the organization on this issue.

The carrier argues that certain current practices are costly and inefficient. Present agreements provide that some employees be paid from the time they report to their job headquarters, even though the work site often is several miles distant. Metro-North's position is that employees should be compensated only upon assuming their actual responsibilities.

Metro-North also seeks to save money by eliminating the current practice of allowing employees paid time in which to check in and check out. Under the rules proposed by the carrier, employees would report directly to the job site to begin their shift, and would check in and out at the job site. Paid time now spent travelling to and from the job site would be eliminated.

BMWE proposed that compensation begin when the employee reports to the headquarters, and end when he returns there from the job site.

Maintenance of Way Employees on the LIRR are presently covered by a similar provision to that sought by BMWE. The existing Conrail

agreement is comparable to that on the LIRR, and should be continued at the present time.

7. Special Appointments

The Board adopts the proposal of Metro-North on this issue with respect to all organizations other than BRAC. The Board adopts BRAC's final offer on this issue with respect to employees which it represents.

The carrier asks for the right to fill certain "expert" positions not through job bulletins and announcements, but by special appointment. Metro-North believes this practice would prevent employees from being "bumped" from highly technical positions before they are able to perfect their job skills. Additionally, the employees selected for positions filled in this manner would receive twenty cents per hour on their current wage rate, and these employees would be excluded from displacement rules.

Metro-North's original final offer would have permitted it to fill up to five percent of the positions covered by an agreement through special appointments, with no additional pay for employees so selected. The carrier later amended its final offer to the offer described above. BRAC has agreed to accept the original carrier offer.

Acceptance of the carrier's amended final offer would have little impact on the representation rights of most of the organizations. Journeymen would simply receive a higher rate while remaining part of the craft or class. However, the effect on BRAC would be to remove many of the most desirable jobs from the scope of the agreement, thereby restricting the career prospects of clerical employees to a substantial degree. Furthermore, it would run counter to BRAC's efforts on the national level to bring excepted positions under its agreements, a move which received the support of an earlier emergency board.

8. Study of Positions

The Board adopts the position of the carrier regarding the issue of a study committee.

Metro-North argues that currently, employees who hold similar positions are compensated at widely disparate rates. The carrier proposes that a joint labor-management committee be established to review job functions. It hopes to achieve two goals through this study: 1) consistency of rates of pay, and 2) an increased understanding by both management and labor of how Metro-North operates as an entire system.

The organizations apparently do not oppose creation of non-binding study commissions.

9. *Swing-time/Part-time*

With regard to BRAC, we adopt the final offer of Metro-North of December 14, 1982, on the issue of swing-time.

Metro-North's amended final offer on swing-time is that:

1. Assignments may be established requiring employees to work eight hours within a spread of 12 hours where the nature of the work performed is intermittent.

2. Of the four off-duty hours, two would be paid at straight time rates (i.e. 10 hours pay for eight hours work over a 12 hour spread).

3. Such assignments will not be used at Grand Central Station.

4. Assignments will be limited to: ticket sellers, agents, agent operators, chief ticket clerks, information clerks, and assistant station masters.

BRAC's amended final offer accepts the principle outlined in points 1 and 2 of the carrier's offer, so there is agreement on the basic principle. However, BRAC demanded negotiation of positions to be subject to swing-time on an individual basis.

On the issue of part-time employees, we adopt BRAC's amended final offer for the reasons set forth in the next part of this Report.

F. WORK RULES FOR OPERATING EMPLOYEES

1. *Swing-time/Part-time*

On the issue of swing-time, we adopt the December 14, 1982, position of Metro-North.

On the issue of part-time employees, we adopt the position of the organizations.

Where the nature of the work is intermittent, Metro-North proposes changing the current swing-time provision of eight hours work within a nine hour period to the following: Employees may be released during the work day for a period of at least one consecutive hour but not to exceed a total of four hours, and will be compensated for such release time at a rate of one-half the straight time rate.

Metro-North also seeks to use part-time employees. The carrier proposes to use these employees on a limited basis, during peak periods only. These employees would not exceed 20% of the work force or work in excess of 25 hours per week, and would be subject to special regulations. Metro-North would use part-time employees in Clerical, Office, Station and Storehouse positions, as well as in the operating crafts.

The organizations oppose use of part-time employees, or expansion of swing-time. With respect to part-time employees, the Board believes that the changes in swing-time which we recommend should resolve the scheduling problems which use of part-time employees is intended to solve. For this reason, we adopt the organizations' proposal which

continues the ban on use of part-time employees.

2. Crew Consist

On the issue of crew consist for train crews, the Board adopts the position of Metro-North.

Conrail agreements call for minimum numbers of crew members depending on the number of cars. Metro-North wants to abolish this system, arguing that it has no relationship to either number of passengers or required job functions. Metro-North asks for exclusive control over the size of train crew, so that it can assign employees based upon passenger load.

UTU seeks to maintain the existing rules, which define how many conductors and assistant conductors should be on a train, based upon train length.

The Board believes that sound management of a commuter railroad requires scheduling crews on the basis of passenger load, not train length. For this reason, the carrier should be free to adjust the crew size as its needs dictate. However, the carrier should meet with the UTU and establish general guidelines governing crew size, and should execute a side letter insuring that the number of conductors and assistant conductors will not be reduced on account of this provision.

3. Road Service vs Yard Service and Use of Firemen

On the issue of road-yard distinctions, the Board adopts Metro-North's position, provided suitable arrangements are made for the crews to clean up before leaving a yard. On the issue of continued use of firemen, the Board adopts Metro-North's position, with an additional provision to speed the rate of attrition of current employees.

Present work rules provide that road crew and yard crew functions are distinct and separate. Therefore, road crew members are compensated for performing "yard" service and vice versa.

It is Metro-North's position that this rule, first imposed by the Director General of Railroads in 1919, is another out-dated provision which restricts a carrier's ability to achieve full productivity. On a commuter system, road crews have little to do during "off-peak" hours, and yard crews have little work during "peak" hours. Metro-North proposes elimination of the distinction between road and yard service, and estimates an annual saving of \$3.4 million.

In addition, Metro-North proposes to eliminate the position of fireman, a job rendered virtually obsolete by the transition from steam to diesel engines. Metro-North would maintain the incumbent firemen transferred from Conrail, but eliminate the positions through attrition.

UTU opposes road-yard combination primarily because yard work is dirtier, and road employees must present a neat appearance to the public. This objection can be met by negotiation of a rule which

provides suitable arrangements for crews to clean up before leaving a yard. The BLE makes no specific reference to road-yard combination.

UTU also opposes abolition of firemen positions, although it is willing to reduce the number of firemen through attrition.

The Board believes that elimination of the fireman position may be achieved through attrition. The carrier should encourage employees to complete training and become engineers, so that the position may be eliminated. Alternatively, the carrier should consider offering financial incentives to the firemen in order to speed attrition through voluntary separation or retirement, similar to those found in Section 702 of the Regional Rail Reorganization Act 45 U.S.C. 797a.

4. Extra Lists and Deadheading

On the issue of extra lists, the Board adopts the position of Metro-North with certain provisos. On the issue of deadheading, the Board adopts the position of Metro-North insofar as "phantom travel time" is concerned. However, employees should not be expected to report to distant terminals without compensation for actual travel time.

"Extra lists" are lists of employees on call to fill vacancies created by illnesses or vacations. "Deadheading" is the practice of compensating employees for the travel time from an extra list employee's headquarters to the work site. Extra lists currently exist at several, but not all, locations. Metro-North seeks the establishment of one central extra list for each craft or class. In addition to saving on administrative costs, a single extra list would also eliminate the practice of "phantom deadheading", which is illustrated in the following example provided by Metro-North:

A conductor who lives near Croton-Harmon is on the extra list for Grand Central Terminal (GCT). When that conductor is called to report to Croton-Harmon, he receives eight hours' pay for the "phantom travel time" between GCT and Croton-Harmon and back, and then is paid full compensation for the work originating at Croton-Harmon.

Metro-North points out that The Long Island Rail Road has a single extra list for engine service and one for train service. Metro-North notes that the UTU asks for a "guaranteed" extra list (employees on the list would be guaranteed a minimum of five days pay per week) and indicates some flexibility on the issue of deadheading if the extra list issue can be resolved.

G. OTHER WORK RULES

1. New Hires

The Board adopts the position of the carrier on the issue of entry

rates for newly-hired employees, with the modification below.

Metro-North believes that it would be more cost-effective to establish a five year wage progression for new hires. New employees would receive 80% of the full rate in their first year, and an additional five percent each year thereafter until they reached 100%. Current national and Conrail contract provisions provide for a 24-month progression. BRAC offers a wage progression of 80% the first year, and 90% the second, reflecting its current national agreement. UTU-E offers a 90% rate for the first year.

The Board recommends that this provision apply only to employees hired after January 1, 1983, and that employees transferred from Conrail continue to progress according to the entry rate provisions applicable to Conrail employees. Additionally, employees with prior railroad experience should be given credit for that experience, particularly those hired into journeyman positions.

With respect to Engineers, the Board recommends that Metro-North negotiate a training program, including entry rates, with the affected labor organizations.

2. Impartial Arbitration

Lastly, the Board adopts Metro-North's proposal on the subject of an impartial arbitrator. We are in agreement with the policy reasons outlined below by the carrier, and the organizations have offered no justification for continuing to rely solely upon the present grievance arbitration machinery of the Railway Labor Act.

Metro-North proposes a permanent impartial arbitrator or Special Board of Adjustment. Under the Railway Labor Act, disputes concerning contract interpretation are taken through the system to either a Board of Adjustment or the National Railroad Adjustment Board. A permanent arbitrator or Board would eventually be totally familiar with the Metro-North system. Metro-North proposes that the parties appoint the arbitrator or Board by agreement. The arbitrator would be appointed to a one-year term. Either party could terminate the arbitrator's services at the end of each year, or the parties could mutually agree to terminate the arbitrator's appointment at any other time.

VI. CONCLUSION

The Board has been impressed by the efforts of all concerned to peacefully resolve the enormous number of issues facing the parties prior to the January 1, 1983, deadline. Metro-North has presented a comprehensive set of proposals designed to protect the employees' current standard of living and career expectations, while increasing its ability to manage the railroad. By and large, the organizations have shown a commendable willingness to go beyond their initial final offers

and to negotiate over the changes sought, while incorporating certain protections for their members.

In the two weeks remaining, the parties must conclude their negotiations in a responsible manner so that the commuting public enjoys uninterrupted service. The Board expects that the parties will meet this challenge successfully.

ARVID ANDERSON, *Chairman*
DANIEL G. COLLINS, *Member*
RICHARD T. NINER, *Member*



APPENDIX A

EXECUTIVE ORDER 12386

ESTABLISHING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE NEW YORK METROPOLITAN TRANSPORTATION AUTHORITY AND THE CONNECTICUT DEPARTMENT OF TRANSPORTATION, AND CERTAIN LABOR ORGANIZATIONS

A dispute exists between the New York Metropolitan Transportation Authority (MTA) and the Connecticut Department of Transportation (CDOT), and certain labor organizations, designated on the list attached hereto and made a part hereof, representing those employees of the Consolidated Rail Corporation (Conrail) who are to be transferred to the MTA and CDOT as part of the transfer of commuter rail service responsibility from Conrail to the MTA and CDOT, pursuant to Section 1145 of the Northeast Rail Service Act of 1981.

The dispute concerns the terms and conditions of new collective bargaining agreements, which were required to be negotiated by September 1, 1982, by Section 510(a) of the Rail Passenger Service Act, as amended ("the Act"). As of this date, the parties have not entered into new collective bargaining agreements, and the MTA and the Brotherhood of Locomotive Engineers have requested the President to establish an emergency board pursuant to Section 510(b) of the Act.

Section 510(c) of the Act provides for the President, upon request of a party, to appoint an emergency board to investigate such dispute and to make a report and recommendation for settlement.

NOW, THEREFORE, by the authority vested in me by Section 510 of the Rail Passenger Service Act, as amended (45 U.S.C. §590), it is hereby ordered as follows:

1-101. *Establishment of Board.* There is established, effective October 1, 1982, a board of three members to be appointed by the President to investigate this dispute. No member shall be pecuniarily or otherwise interested in any organization of railroad employees or any commuter authority providing commuter rail service. The board shall perform its functions subject to the availability of funds.

1-102. *Public Hearing.* The board shall conduct a public hearing on the dispute at which each party shall appear and provide testimony.

1-103. *Initial Report.* The board shall report on the dispute within 30 days after the date of its creation.

1-104. *Final Offers.* If the parties have not settled the dispute within ten days after the board's report, the board shall require the parties to submit, within five days, their final offers for settlement of the dispute.

1-105. *Final report.* Within 15 days after the submission of final offers, the board shall submit a report to the President setting forth its selection of the most reasonable offer.

RONALD REAGAN

THE WHITE HOUSE,
October 1, 1982.

LABOR ORGANIZATIONS

American Train Dispatchers Association
AMTRAK Service Workers Council
ARASA Division, Brotherhood of Railway and Airline Clerks
Brotherhood of Locomotive Engineers
Brotherhood of Maintenance of Way Employees
Brotherhood of Railway and Airline Clerks
Brotherhood Railway Carmen of the United States and Canada
Brotherhood of Railroad Signalmen
International Association of Machinists and Aerospace Workers
International Brotherhood of Boilermakers and Blacksmiths
International Brotherhood of Electrical Workers
International Brotherhood of Firemen and Oilers
International Brotherhood of Teamsters
Railroad Yardmasters of America
Sheet Metal Workers International Association
Transport Workers Union of America
United Transportation Union

APPENDIX B

Report

TO

THE PRESIDENT

BY

EMERGENCY BOARD

NO. 198

**APPOINTED BY EXECUTIVE ORDER 12386, DATED OCTOBER 1, 1982,
PURSUANT TO SECTION 510 OF THE RAIL PASSENGER SERVICE
ACT, AS AMENDED.**

To investigate the dispute between the New York Metropolitan Transportation Authority and the Connecticut Department of Transportation, and certain labor organizations.

WASHINGTON, D.C.
November 1, 1982

EMERGENCY BOARD NO. 198

NEW YORK, NY, *November 1, 1982*

THE PRESIDENT
THE WHITE HOUSE
Washington, DC

DEAR MR. PRESIDENT:

On October 1, 1982, pursuant to Section 510 of the Rail Passenger Service Act, as amended by the Northeast Rail Service Act of 1981, 45 U.S.C. §590, ("NERSA"), and by Executive Order 12386, you created an Emergency Board to investigate the dispute between the New York Metropolitan Transportation Authority (MTA) and the Connecticut Department of Transportation (CDOT), and certain labor organizations representing Conrail employees to be transferred to MTA/CDOT pursuant to NERSA.

We are pleased to report that the Board has received the written statements of positions of the parties, including evidence in support thereof, and has completed the public hearings required by NERSA. Informal meetings will be conducted with all of the parties during the next fifteen days in an effort to narrow their differences prior to submission of final offers for the Board's consideration. The Board will submit its final report to you shortly thereafter.

Respectfully,

ARVID ANDERSON, *Chairman*
RICHARD T. NINER, *Member*
DANIEL G. COLLINS, *Member*

(B-2)

SUMMARY OF BOARD ACTIVITIES

Emergency Board No. 198 held an organizational meeting in Philadelphia, Pennsylvania, on October 11, 1982. The Board was briefed by the Chairman of the National Mediation Board and representatives of the Department of Transportation during the morning session. During the afternoon, the Board met with the representatives of the carrier and the organizations to set a schedule for the Board's activities.

At the direction of the Board, following additional negotiations between the parties, each party filed a written submission on October 23, 1982, setting forth its contract proposals and evidence in support thereof. The seventeen labor organizations filed a joint economic proposal covering wages, cost of living allowances, and health and welfare benefits. The individual union proposals dealt with work rule issues. The carrier's proposals covered both economic matters and the twenty work rule changes which it sought.

The Board held a public hearing at the Holiday Inn-Coliseum in New York City on October 27, 1982, at which each party appeared and presented its witnesses and argument in support of its position. Additional exhibits were received, and each party was given the right to file a written rebuttal statement after the close of the hearing.

At the end of the formal hearing, counsel for both sides met informally with the Board. It was agreed that the carrier would immediately schedule additional negotiations with each of the organizations in an attempt to further narrow the issues in dispute. The Board will be available to assist the parties during this period prior to submission of the final offers contemplated by NERSA, and the parties will advise the Board of their progress.

For your additional information, we have appended hereto a list of the appearances at the hearing and a list of the written submissions received by the Board.

APPENDIX

APPEARANCES

For the carrier:

New York Metropolitan Transportation Authority (MTA)
Connecticut Department of Transportation (CDOT)
Metro-North Railroad Company (Metro-North)
by Davis Polk and Wardwell
Lewis B. Kaden, Esq.
Ahuva Genack, Esq.
James D. Liss, Esq.

For the organizations:

American Train Dispatchers Association (ATDA)
AMTRAK Service Workers Council (ASWC)
ARASA Division, Brotherhood of Railway and Airline Clerks (ARASA-BRAC)
Brotherhood of Locomotive Engineers (BLE)
Brotherhood of Maintenance of Way Employees (BMWE)
Brotherhood of Railway and Airline Clerks (BRAC)
Brotherhood Railway Carmen of the United States and Canada (BRC)
Brotherhood of Railroad Signalmen (BRS)
International Association of Machinists and Aerospace Workers (IAM & AW)
International Brotherhood of Boilermakers and Blacksmiths (IBBB)
International Brotherhood of Electrical Workers (IBEW)
International Brotherhood of Firemen and Oilers (IBFO)
International Brotherhood of Teamsters (IBT)
Railroad Yardmasters of America (RYA)
Sheet Metal Workers International Association (SMWIA)
Transport Workers Union of America (TWU)
United Transportation Union (UTU)
by Highsaw and Mahoney, P.C.
William G. Mahoney, Esq.
and The Labor Bureau, Inc.
Thomas R. Roth

Witnesses:

Carrier: Richard Ravitch, Chairman, MTA
Peter Stangl, President, Metro-North
Organizations: Joseph Carberry, Vice President, BLE
John O'Connor, UTU
George Bunde, Vice President, UTU

SUBMISSIONS

For the carrier:

1. Letter of October 22, 1982, to all organizations re: economic package.
2. Fifty-eight exhibits, including background information, proposals, and position papers.

For the organizations:

ARASA-BRAC:

1. Proposed agreement for the craft or class of Technical Engineers, Architects, Draftsmen and Allied Workers
2. Proposed agreement for the craft or class of Subordinate Officials in the Maintenance of Way, Structures, Communication & Signal, and Electric Traction Depts.
3. Proposed agreement for the craft or class of Maintenance or Equipment Supervisors

ATDA:

1. Proposed agreement for the craft or class of Dispatchers
2. Proposed agreement for the craft or class of Power Supervisors

AM. SWC:

1. Proposed agreement for the craft or class of Service Attendants

BLE:

1. Proposed agreement for the craft or class of Locomotive Engineers

BMWE:

1. Proposed agreement for the craft or class of Maintenance of Way Employees

BRCUSC:

1. Proposed agreement for the craft or class of Carmen (Joint submission with TWU)

BRS:

1. Proposed agreement for the craft or class of Signalmen

BRAC:

1. Proposed agreement for the craft or class of Clerks
2. Proposed agreement for the craft or class of Telegraphers

IAM&AW:

1. Proposed agreement for the craft or class of Machinists

IBBB:

Proposed agreement for the craft or class of Boilermakers

IBEW:

1. Proposed agreement for the craft or class of Electricians
2. Proposed agreement for the craft or class of Supervisors and Foremen in Electric Traction Department

IBFO:

1. Proposed agreement for the craft or class of Laborers, etc.

IBT:

1. Proposed agreement for the craft or class of Police Officers Below the Rank of Captain

RYA

1. Proposed agreement for the craft or class of Yardmasters

SMWIA:

1. Proposed agreement for the craft or class of Sheet Metal Workers

TWU:

1. Proposed agreement for the craft or class of Carmen (Joint submission with BRCUSC)

UTU:

1. Proposed agreement for the craft or class of Firemen-Helpers (UTU-E)
2. Proposed agreement for the craft or class of Trainmen (UTU-T) for Harlem & Hudson
3. Proposed agreement for the craft or class of Trainmen (UTU-T) for New Haven
4. Statement of G.H. Bunde, Vice President

Joint submission by the Railway Labor Executives Association for all organizations:

1. Memorandum filed on behalf of the Cooperating Railway Labor Organizations dealing with economic issues.

Conrail Agreements

Through the courtesy of the Consolidated Rail Corporation, the Emergency Board was provided with copies of the following Conrail labor agreements:

1. ARASA-BRAC
 - a. Technical Engineers, Architects, Draftsmen and Allied Workers (May 1, 1979)
 - b. Subordinate Officials in the Maintenance of Way, Structures and Communication and Signal Department (May 1, 1978)
 - c. Maintenance of Equipment Supervisors (April 1, 1979)
2. ATDA
 - a. Train Dispatchers (September 1 and October 1, 1979)
 - b. Power Supervisors (July 1, 1981)
3. BLE
 - a. Locomotive Engineers (January 1, 1979)
4. BMWE
 - a. Maintenance of Way Employees (Track and Bridge and Building Department Employees (February 1, 1982))
5. BRCUSC
 - a. Joint agreement with TWU covering Carmen (September 1, 1977 and January 1, 1980)
6. BRS
 - a. Signalmen (September 1, 1981)
7. BRAC
 - a. Clerks (July 1, 1979)
 - b. Telegraphers (July 1, 1979)

8. IAM&AW
 - a. Machinists (May 1, 1979)
9. IBBB
 - a. Boilermakers and Blacksmiths (May 1 and August 1, 1979)
10. IBEW
 - a. Electricians (May 1 and July 1, 1979)
 - b. Employees in the Electric Traction Department (July 1, 1981)
 - c. Supervisors and Foremen in the Electric Traction Department (July 1, 1981)
11. IBFO
 - a. Laborers (April 1, 1976)
12. IBT
 - a. Police Officers Below the Rank of Captain (December 1, 1979)
13. RYA
 - a. Yardmasters (July 1, 1978)
14. SMWIA
 - a. Sheet Metal Workers (April 1, 1979)
15. TWU
 - a. Joint agreement with BRCUSC covering Carmen (September 1, 1977 and January 1, 1980)
16. UTU
 - a. Firemen (Helpers) and Hostlers (September 1, 1981)
 - b. Brotherhood of Railroad Trainmen - Baltimore and Eastern Railroad Company (December 1, 1966)
 - c. Brotherhood of Railroad Trainmen-Central Railroad of New Jersey (April 12, 1949)
 - d. UTU-Central Railroad of New Jersey (December 16, 1973)
 - e. Brotherhood of Railroad Trainmen-Delaware, Lackawanna & Western Railroad (April 15, 1950)
 - f. UTU-E-Erie Lackawanna Railway Company (September 1, 1971)
 - g. UTU-T-Erie Lackawanna Railway Company (February 1, 1975)
 - h. Brotherhood of Railroad Trainmen - New York Central Railroad (December 1, 1926)
 - i. Order of Railway Conductors-New York Central Railroad (May 22 and August 1, 1946)
 - j. Brotherhood of Railroad Trainmen-New York, New Haven and Hartford Railroad (December 1, 1954)
 - k. Brotherhood of Railroad Trainmen - Reading Company (January 16, 1959)
 - l. Brotherhood of Railroad Trainmen-Pennsylvania-Reading Seashore Lines (May 25, 1951)

(B-7)





