

REPORT
to
THE PRESIDENT
by
EMERGENCY BOARD
NO. 224

**SUBMITTED PURSUANT TO EXECUTIVE ORDER NO. 12899
DATED FEBRUARY 15, 1994
AND SECTION 9a OF
THE RAILWAY LABOR ACT, AS AMENDED**

Investigation of disputes between The Long Island Rail Road Company and United Transportation Union.

(National Mediation Board Case Nos. A-12557, A-12558, A-12559 and A-12560)

**WASHINGTON, D.C.
APRIL 16, 1994**

LETTER OF TRANSMITTAL

Washington, D.C.
April 16, 1994

The President
The White House
Washington, D.C.

Dear Mr. President:

On February 15, 1994, pursuant to Section 9a of the Railway Labor Act, as amended, and by Executive Order 12899, you created an Emergency Board to investigate disputes between The Long Island Rail Road Company and certain of its employees represented by the United Transportation Union.

Following its investigation of the issues in contention, the Board has prepared its Report and selected a final offer for settlement of the disputes.

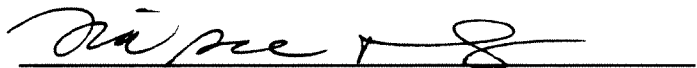
The Board now has the honor to submit to you, in accordance with the provisions of the Railway Labor Act, its selection of the most reasonable final offer for settlement of this dispute.

Finally, we would be remiss if we failed to acknowledge the invaluable assistance of Ms. Joyce M. Klein, Esq., of the National Mediation Board, in the work of our Board.

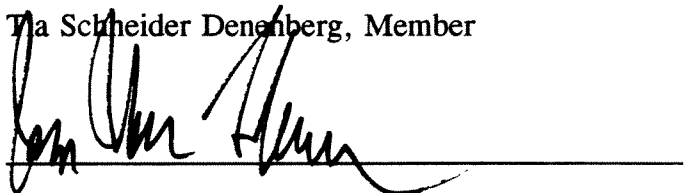
Respectfully,



Dana Edward Eischen, Chairman



Dana Schneider Denenberg, Member



Irwin Martin Lieberman, Member

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I. CREATION OF THE EMERGENCY BOARD

Emergency Board No. 224 (the Board) was established by the President pursuant to Section 9a of the Railway Labor Act, as amended, 45 U.S.C. §159a, and by Executive Order 12899, dated February 15, 1994. The Board was ordered to investigate, report its findings and select a final offer regarding unadjusted disputes between the Long Island Rail Road (LIRR) and certain of its employees represented by the United Transportation Union (UTU). A copy of the Executive Order is attached as Appendix A.

On February 15, 1994, the President appointed Dana Edward Eischen of Ithaca, New York, as Chairman of the Board, and Tia Schneider Denenberg of Red Hook, New York and Irwin Martin Lieberman of Stamford, Connecticut as Members. The National Mediation Board appointed Joyce M. Klein, Esq. as Assistant to the Board.

II. PARTIES TO THE DISPUTE

A. THE CARRIER

The Long Island Rail Road (LIRR) is a Class I railroad subject to the jurisdiction of the Interstate Commerce Commission and the Railway Labor Act. The LIRR is a public benefit corporation owned and operated by the Metropolitan Transportation Authority (MTA), an agency of the State of New York. The New York State Legislature created the MTA in 1965 to continue, develop and improve commuter transportation in the New York metropolitan area. The MTA includes six transportation entities: NYC Transit Authority (MABSTOA); Triborough Bridge and Tunnel Authority (TBTA); Metropolitan Suburban Bus Authority (MSBA); Staten Island Rapid Transit Operating Authority (SIRTOA); Metro-North Commuter Railroad (M-N); and, Long Island Rail Road (LIRR). Through these subsidiary agencies, MTA serves 13.2 million passengers in New York City and its suburbs.

Every week day, the LIRR carries over 250,000 passengers, a majority of them commuters. Its freight and passenger service operates over a system covering approximately 594 miles of track. The LIRR employs about 5,700 employees, approximately 2,340 of whom are covered by collective bargaining agreements between the LIRR and UTU that are at issue in this proceeding.

The LIRR is heavily subsidized. In 1992, the LIRR received subsidies of approximately \$304.1 million. Those subsidies comprised approximately 55 % of the LIRR's annual budget. Government funds and MTA bonds have funded \$2.1 billion for capital projects to revitalize the Railroad's physical plant and rolling stock over the past decade.

B. THE ORGANIZATION

In these disputes, the United Transportation Union (UTU) represents the Trainmen, Maintenance of Way Employees, Maintenance of Way Supervisors, Carmen and the Special Service Attendants employed by LIRR. The UTU also represents LIRR's Yardmasters but that craft or class is not a party to these disputes.

III. HISTORY OF THE DISPUTES

The last round of negotiations between the LIRR and UTU was completed without the assistance of an emergency board. The agreements for Maintenance of Way Employees and Carmen were completed on August 20, 1991, for the period between July 1, 1989, and January 1, 1992. The agreements for Trainmen and Special Service Agents for the same period were completed on May 31, 1991. The last round of negotiations covering the Maintenance of Way Supervisors for that period was completed on April 8, 1992.

In November 1991, the LIRR and the UTU served on one another their respective notices of demand, under Section 6 of the Railway Labor Act, to amend provisions of their collective bargaining agreements. The Parties negotiated through the remainder of 1991 and 1992. On February 16, 1993, joint applications for mediation were filed with the National Mediation Board. The cases were docketed as follows:

CRAFT OR CLASS	NMB CASE NO.
Trainmen/Special Service Agents	A-12557
Carmen	A-12558
Maintenance of Way Employees	A-12559
Maintenance of Way Supervisors	A-12560

Mediation under the auspices of the National Mediation Board commenced on March 8, 1993. Subsequently, the NMB determined that the Parties were deadlocked and proffered arbitration on September 17, 1993, in accordance with Section 5, First of the Railway Labor Act. Arbitration was rejected by UTU on that same date. On September 20, 1993, the NMB released the Parties from mediation and the statutory "status quo" period began to run.

On October 6, 1993, the LIRR requested that President Clinton create an emergency board pursuant to Section 9a of the Railway Labor Act, which provides procedures for the resolution of bargaining impasses involving publicly funded and operated commuter authorities.

On October 20, 1993, President William J. Clinton created Emergency Board No. 223 (PEB No. 223) to investigate the disputes and imposed a 120 day period during which the Parties were required to maintain the status quo. After conducting hearings and collecting evidence, PEB No. 223 made its Report to the President on December 17, 1993, with recommendations for settlement.

Neither Party accepted the recommendations of PEB No. 223. On January 14, 1994, with the dispute still unresolved, NMB Chairman Ernest W. DuBester conducted a public hearing at which the Parties explained their reasons for not accepting those recommendations. When no resolution had been reached in these cases by February 15, 1994, this Board was created to make a final offer selection.

IV. ACTIVITIES OF THE EMERGENCY BOARD

On March 3, 1994, Chairman Eischen and the Parties held an organizational meeting, at which procedural issues were discussed and "ground rules" determined. The Parties agreed that the Emergency Board would select one final offer *in toto*, rather than selecting issue by issue. The ground rules and procedures were set forth in a March 5 letter to the Parties. The procedures included mediation at the joint request of the Parties and submission of final offers on March 16, with the understanding that a Party could modify its offer only by moving toward closure.

On March 14, 1994, the Board convened a hearing in Garden City, New York, received initial exhibits and then met with the Parties in executive session. At the request of the Parties, during executive sessions on March 14 and 15, 1994, the Board attempted to mediate the disputes. With the assistance of the Board, the Parties achieved substantial agreement upon a new consolidated health and welfare plan. Despite that major breakthrough, however, total agreement on wages and work rules proved elusive. Accordingly, on March 16, 1994, the Board reconvened in full session to receive final offers and additional exhibits from the Parties.

On March 23, 1994, in a blind exchange, the Parties submitted "last best final offers." The Board accepted only modifications which moved in the direction of closure on the issues in dispute. On April 4, 1994, the Board required the Parties to supplement their final offers on certain issues upon which they had failed to articulate a position; advising that failure to take a position on particular issues would be construed by the Board as "a statement of intent to maintain the *status quo* on those issues." Both Parties responded on April 4, 1994, whereupon the record was closed.

The Board met in executive sessions on March 31, April 1, 5 and 6, 1994, in Ithaca, New York to prepare its report.

V. THE FINAL OFFERS

A. THE CARRIER'S FINAL OFFER

LIRR's final offer consisted of the following elements:

1. **Term:** 52 months (amendable April 20, 1996)
2. **Wages:** 3% lump sum payable upon ratification not to be included in wage rates.

February 1, 1993 -	3% increase in rates
March 1, 1994 -	3% increase in rates
April 1, 1995 -	3% increase in rates
3. **Health and Welfare:** Effective January 1, 1994, all employees and retirees to age 65 (who retire on or after January 1, 1995) would be covered by the New York State Empire Plan. Appropriate adjustments would be made to the Joint Benefit Trust and other Carrier health and welfare contributions. The current defined contribution for retirees of \$100 for individuals and \$200 for families would be eliminated.
4. **Pension:** Effective April 1, 1994, an increase in defined contributions to the money purchase plan from 3% to 5%.

Work Rules--More than one Craft or Class

5. **Removal of Discipline:** Records of discipline including reprimands and suspensions for Carmen and Maintenance of Way Employees will be expunged in the same manner as Trainmen (3, 5 or 8 years depending upon the type of offense).

6. **Incidental Work Rule:** Permit Carmen and Maintenance of Way Employees to perform incidental work without penalty in accordance with the National Freight Rule as found in the report of Emergency Board No. 219.
7. **Holidays:** Substitute Martin Luther King Day for Lincoln's Birthday holiday and redesignate Washington's Birthday as President's Day.
8. **Wage Continuation for On-Duty Injury:** An employee injured on duty would use accumulated sick leave for the first 10 days. The on-duty sick leave provisions would cover the next 45 days. At the end of that period, an employee unable to return to work could use any other accumulated sick leave or be placed on an unpaid medical leave of absence. The Carrier would be able to assign employees to light or restricted duty.
9. **Causality of on-duty injury:** Establish a panel of doctors to determine issues of causality, i.e., as to whether an alleged injury was the result of an on-the-job incident.
10. **Uniform Allowance:** Beginning in December 1994, provide \$520 annually for uniform maintenance for those employees who are required to wear uniforms.

Work Rules--Trainmen

11. **Road/Yard Distinctions:** Eliminate road and yard distinctions for Trainmen operating in the freight department. No diminution of freight positions. Rule would be used only to expand employment opportunities.
12. **Flagging:** Flagging positions will be subject to semi-annual pick.

Work Rules--Maintenance of Way Supervisors

13. **Sick-leave:** Sick-leave buy-out for Maintenance of Way Supervisors.

Work Rules--Carmen

14. **Washington Job Protection:** Eliminate language "any change in work assignments or" from Appendix C-1, Section 1(f) of the current Carmen's agreement.
15. **Vacant Positions at Richmond Hill and Yard A:** Carmen vacancies at Richmond Hill due to illness or vacation to remain vacant.

Work Rules--Maintenance of Way Employees

16. **Weekend Work:** Permit Saturday, Sunday and night work for Maintenance of Way Employees without penalty (two other consecutive days off).

B. UTU's FINAL OFFER

UTU's final offer consisted of the following elements:

1. **Term:** 48 Months commencing January 1, 1992.
2. **Wages:** Retroactive across-the-board wages increases applied to all differentials such as nights and weekends as follows:
 - January 1, 1992 - 4 %
 - January 1, 1993 - 4 %
 - January 1, 1994 - 4 %
 - January 1, 1995 - 5 %
3. **Pension:** Effective April 1, 1995, there shall be an increase in Carrier contributions to the money purchase plan from 3% to 5%. Employees shall not be required to select a pension option until their eligibility date.
4. **Health & Welfare:** All crafts or classes, except the Maintenance of Way Supervisors, shall enter into a single health benefit plan--the New York State Empire Plan. Coverage of all supplemental benefits such as dental and vision care shall remain the same. Retirees shall be covered by the Empire Plan throughout retirement. Maintenance of Way Supervisors shall continue to receive the same Health and Welfare benefits as LIRR management.

Work Rules--More than One Craft or Class¹

5. **Stabilization of Force:** The stabilization of force date for all crafts or classes shall be moved from January 1, 1984, to January 1, 1992.
6. **Safety Shoe Allowance:** Increase current annual allowance from \$82 to \$100.
7. **Meal Allowance:** Increase current meal allowance for Carmen and Maintenance of Way Employees from \$5 to \$8.

¹ UTU's last best offer also included a new proposal for a "Me Too Agreement." The Board notes that the Carrier did not contradict UTU's assertion on the record that no prior agreement between these Parties has been ratified without such an arrangement.

8. **Removal of Discipline:** Apply the same discipline removal provisions in the Trainmen Agreement to Carmen and Maintenance of Way Employees.
9. **Trauma Leave:** Three days leave for any employee involved in a train-related fatality as per the BLE agreement.
10. **Holidays:** Add to current holidays the birthday of Dr. Martin Luther King.
11. **Clothing Maintenance Allowance:** Effective December of 1994, the Carrier shall provide a \$520 clothing maintenance allowance to all employees represented by the UTU.
12. **Panel of Doctors:** In addition to the current contract language which allows for the establishment of a "Panel of Doctors" to determine "Fitness," UTU agrees to establish a "Panel of Doctors" to determine "Causality" in cases of on-duty injury.

Work Rules--Trainmen

13. **Runarounds:** Trainmen on the guaranteed extra list who are improperly bypassed shall receive the pay they would have received, but for the runaround instead of the current 4 hours pay.
14. **Flagging:** These positions should be subject to the semi-annual pick.
15. **Road and Yard Switching Limits:** Contingent upon a similar agreement with the BLE, the UTU is willing to provide the Carrier with the necessary relief to permit switching between road and yard assignments for Trainmen without penalty.

Work Rules--Carmen

16. **Skill Differential:** Increase skill differential for welders and federal inspectors to 18 cents per hour and incorporate the skill differential into the base rate. In exchange, the affected positions would be subject to a re-evaluation of qualifications.

Work Rules--Special Service Attendants

17. **Overtime:** Apply the overtime provision from the current Metro-North agreement. That provision provides that employees will be paid 8 hours pay for each complete tour of duty. A tour of duty is the interval between initial reporting and final release. Overtime rates will be paid if time on duty exceeds 8 hours excluding time released from duty for one to two and one half hours during a tour of duty.

Work Rules--Maintenance of Way Employees

18. **Overtime For Seventh Consecutive Day:** The overtime agreement should be amended to provide that Maintenance of Way Employees receive double-time at the prevailing rate for work performed on the seventh consecutive day.
19. **Overtime For Travel At The Carrier's Direction Outside The Normal Working Hours:** UTU agreed to accept the recommendations of PEB No. 223 on this issue. [PEB No. 223 recommended that the Parties incorporate into their agreement the "holding" in an arbitration proceeding pending at that time. (Report of PEB No. 223 at 27).]
20. **Payment For Less Than Eight Hours Rest:** Increase from 5 to 8 hours the release time provided to Maintenance of Way Employees working in emergency situations.
21. **Incidental Work Rule:** When overtime occurs and a scheduled high rated Maintenance of Way Employee fails to report for duty, qualifications being sufficient, seniority shall govern and the Carrier may utilize a Maintenance of Way Employee currently on the property.

Work Rules--Maintenance of Way Supervisors

22. **Sick Leave Bank:** Establish a sick leave bank and buy-out for Maintenance of Way Supervisors consistent with all other UTU-represented agreements.²

VI. DISCUSSION

Prior to the initiation of the impasse procedures under Section 9a, a number of basic economic issues as well as over 100 work rules changes were in dispute. In the course of proceedings before PEB No. 223 and this Board, a significant narrowing of the matters in dispute has taken place. The Parties are to be commended for this progress. It must be noted, however, that many important differences remained after the report of PEB No. 223 was issued

² In its last best offer, UTU added a new proposal that employees in all crafts be permitted to use up to 120 days in their sick leave bank in any calendar year. Additionally, upon retirement, employees would be permitted to sell back up to 50 days unused sick leave at 50 percent of the daily rate of pay for each sick leave day. In accordance with our ground rules, that new proposal could not be entertained by the Board.

and this Board constituted. A summary of those open issues is contained in the chart attached to this report as Appendix B.

After this Board began its hearings and deliberations, a tentative agreement was reached between Metro-North Commuter Railroad and a different local of the UTU. That tentative agreement, covering some 600 train service employees, had a major impact upon these negotiations between LIRR and the UTU. However, the Board recognizes that there are important differences both in the number and types of employees involved and in the nature of operations of these two carriers.

Health care is currently one of the most vexing issues in labor-management relations, and this dispute is no exception. To the Parties' credit, however, they engaged in constructive bargaining on health care. During mediation sessions with the Board, considerable time was spent discussing adoption of the Empire Plan as a uniform alternative to the disparate collection of plans that now exists, offering widely varied benefits. Both final offers do include the Empire Plan, which is a major achievement, even though the respective offers are not completely congruent. In an era of health care change, joining a group of approximately one million New York State employees and their dependents holds out the prospect of considerable security and influence.

After weighing carefully the final offers, this Board concludes that neither Party adequately addressed important rule modifications which are long overdue. Such work rule changes would allow the Carrier greater flexibility and cost effectiveness in the utilization of the work force and would also update and rationalize inconsistent rules which impact disproportionately upon certain UTU-represented employees.

In complying with the statutory charge to select "the most reasonable offer," this Board, like others before it, finds itself having to select "the least unreasonable offer." On this occasion, that choice is the LIRR final offer.

The pension components of the final offers are identical, and the health and welfare components are not significantly different, except for retiree coverage. The work rules component of the UTU final offer could be deemed more reasonable than that of Carrier, which virtually ignores several particularly sensitive issues for many of the UTU-represented employees. Nevertheless, the wage component of the UTU final offer simply is not consistent with economic reality. Therefore, the Board must select the Carrier's final offer.

By selecting Carrier's final package offer this Board does not necessarily endorse the notion that any deviation from the tentative Metro-North/UTU wage agreement would be unreasonable or inappropriate. The practical realities of the bargaining history of the LIRR and these UTU-represented crafts or classes, as well as acknowledged differences in work rules and operations between the LIRR and Metro-North, support our conclusion.

The Board is persuaded that the Parties must address the sensitive and difficult rules issues in a balanced way if they hope to achieve a negotiated resolution of these disputes. The Board is convinced that both Parties would prefer a negotiated understanding and we urge them to remember that their mutual interests are best served by a negotiated agreement.

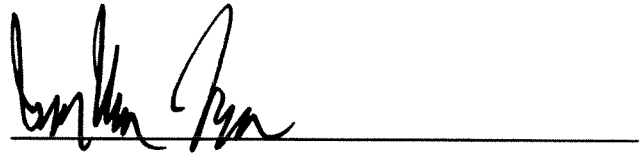
Respectfully,

A handwritten signature in black ink, appearing to read 'Dana Eischen', written over a horizontal line.

Dana Edward Eischen, Chairman

A handwritten signature in black ink, appearing to read 'Tia Schneider Denenberg', written over a horizontal line.

Tia Schneider Denenberg, Member

A handwritten signature in black ink, appearing to read 'Irwin Martin Lieberman', written over a horizontal line.

Irwin Martin Lieberman, Member

APPENDIX A

Executive Order 12899 of February 15, 1994

Establishing an Emergency Board To Investigate a Dispute Between The Long Island Rail Road and Certain of Its Employees Represented by the United Transportation Union

A dispute exists between The Long Island Rail Road and certain of its employees represented by the United Transportation Union.

The dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended (the "Act").

A first emergency board to investigate the dispute was established by Executive Order No. 12874 on October 20, 1993. The emergency board terminated upon issuance of its report and, subsequently, its recommendations were not accepted.

A party empowered by the Act has requested that the President establish a second emergency board pursuant to section 9A of the Act (45 U.S.C. 159a).

Section 9A(e) of the Act provides that the President, upon such request, shall appoint a second emergency board to investigate and report on the dispute.

NOW, THEREFORE, by the authority vested in me by section 9A of the Act, it is hereby ordered as follows:

Section 1. *Establishment of the Board.* There is established, effective February 15, 1994, a board of three members to be appointed by the President to investigate this dispute. No member shall be interested pecuniarily or otherwise in any organization of railroad employees or any carrier. The board shall perform its functions subject to the availability of funds.

Sec. 2. *Report.* Within 30 days after creation of the board, the parties to the dispute shall submit to the board final offers for settlement of the dispute. Within 30 days after submission of final offers for settlement of the dispute, the board shall submit a report to the President setting forth its selection of the most reasonable offer.

Sec. 3. *Maintaining Conditions.* As provided by section 9A(h) of the Act, from the time a request to establish a board is made until 60 days after the board makes its report, the parties shall make no changes in the conditions out of which the dispute arose, except by agreement.

Sec. 4. *Expiration.* The board shall terminate upon submission of the report provided for in section 2 of this order.



THE WHITE HOUSE,
February 15, 1994.

Comparison of PEB 223 Recommendations and Last Best Offers

APPENDIX B

Issues Before PEB No. 224	PEB No. 223 - Recommendations (12/17/93)	UTU Final Offer - PEB No. 224	LIRR FINAL OFFER - PEB No. 224
TERM	36 months	48 months	52 months
AMENDABLE DATE	12/31/94	12/31/95	4/30/96
WAGES			
Year 1	1/1/92 - 2.5% to base wage rates in effect on 12/31/91	1/1/92 - 4% on wages & differentials in effect on 12/31/91	0% in rates; 3% lump sum payment upon ratification
Year 2	1/1/93 - 2.5% to base wage rates in effect on 12/31/92	1/1/93 - 4% on wages & differentials in effect on 12/31/92	2/1/93 - 3% in rates in effect on 1/31/93
Year 3	1/1/94 - 3.5% to base wage rates in effect on 12/31/93	1/1/94 - 4% on wages & differentials in effect on 12/31/93	3/1/94 - 3% in rates in effect on 2/28/94
Year 4	N/A	1/1/95 - 5% on wages & differentials in effect on 12/31/94	4/1/95 - 3% in rates in effect on 3/31/95
PENSION			
Joint/Survivor Options	Explain options pre-retirement with remand of other issues to negotiations.	Election upon retirement	Status quo
Contributions (Hired on/ after 1/1/88)	Status quo	4/1/95 - increase LIRR contribution to money purchase plan from 3% to 5%	4/1/95 - increase LIRR contribution to money purchase plan from 3% to 5%

Key: N/A = Not addressed

Status quo = Current Contract

PEB 223 = Identical to PEB 223 recommendation

Comparison of PEB 223 Recommendations and Last Best Offers

Issues Before PEB No. 224	PEB No. 223 - Recommendations (12/17/93)	UTU Final Offer - PEB No. 224	LIRR FINAL OFFER - PEB No. 224
HEALTH/WELFARE Health	Substantially comparable uniform plan, except MoFW Supervisors, joint study & arbitration re comparability	NYS Empire Plan, including prescriptions (except status quo for MoFW Supervisors)	1/1/95 - NYS Empire Plan, including prescriptions
Supplemental benefits	Use of Joint Benefit Trust for supplemental benefits	Status quo	Appropriate adjustments of JBT and other Carrier health & welfare contributions to reflect NYS Empire Plan
Retiree Health	Status quo	Benefits throughout retirement under Empire	Extend NYS Empire Plan to those who retire on/after 1/1/95 until age 65; eliminate \$100/\$200 defined contributions
STABILIZATION OF FORCE DATE	Move to 1/1/87 from 1/1/84	Move to 1/1/92	Status quo
DISCIPLINE REMOVAL	Extend provision to Carmen & Trackmen	Extend provision to Carmen & Trackmen	Extend provision to Carmen & Trackmen
INCIDENTAL WORK RULE	Only for intra-craft work	MoFW only, OT to senior MoFW employee on property, qualifications being sufficient, if high rated employee fails to report	Carmen & MoFW (National Freight Rule)

Key: N/A = Not addressed

Status quo = Current Contract

PEB 223 = Identical to PEB 223 recommendation

Comparison of PEB 223 Recommendations and Last Best Offers

Issues Before PEB No. 224	PEB No. 223 - Recommendations (12/17/93)	UTU Final Offer - PEB No. 224	LIRR FINAL OFFER - PEB No. 224
MEAL ALLOWANCE	Allowance for first meal increased to \$8.00 from \$5.00	PEB 223	Status quo
SAFETY SHOES	Annual allowance increased from \$82 to \$100	PEB 223	Status quo
HOLIDAYS	Status quo	Add Martin Luther King Day	Substitute Martin Luther King Day for Lincoln's Birthday
ON-DUTY INJURY Wage Continuation	Status quo	Status quo	10-day waiting period; 45-calendar day limitation
CAUSALITY OF ON-DUTY INJURY	Status quo	Panel of doctors to decide	Panel of doctors to decide
TRAUMA LEAVE	Ad hoc determination	BLE agreement	Status quo
TRAINMEN Road & Yard Freight Assignments	Status quo	Switching limit relief contingent upon agreement of BLE	Eliminate distinction. If freight positions decline revert to old rule.
Flagging	Subject to semi-annual pick	PEB 223	PEB 223
Runarounds	Increase penalty from 4 hours to actual pay loss	PEB 223	Status quo

Key: N/A = Not addressed

Status quo = Current Contract

PEB 223 = Identical to PEB 223 recommendation

Comparison of PEB 223 Recommendations and Last Best Offers

Issues Before PEB No. 224	PEB No. 223 - Recommendations (12/17/93)	UTU Final Offer - PEB No. 224	LIRR FINAL OFFER - PEB No. 224
MOFW SUPERVISORS Sick Leave Bank Sick Leave Buy-Out	Same as Management	Same as other UTU represented crafts	Sick leave buy-out for Mofw Supervisors
CARMEN Washington Job Protection Agreement	Status quo	Status quo	Eliminate the phrase "any change in work assignments or" in Appendix C-1, Section 1(f)
Skill Differential	Increase to \$.18/hour & include in base wage; reevaluations of qualifications for welders & federal inspectors	PEB 223	Status quo
Rule 24	Status quo	PEB 223	Delete Rule 24
MAINTENANCE OF WAY			
Rule 27(e)	OT rate if less than 8 hours release time after 16 hours of work (increase rest from 5 to 8 hours)	PEB 223	Status quo
Rule 27(h)	Remove 12/31/84 rate freeze on second relief day double time rate	PEB 223	Status quo
Rule 34	Incorporate pending arbitration result re OT for travel	PEB 223	Status quo

Key: N/A = Not addressed

Status quo = Current Contract

PEB 223 = Identical to PEB 223 recommendation

Comparison of PEB 223 Recommendations and Last Best Offers

Issues Before PEB No. 224	PEB No. 223 - Recommendations (12/17/93)	UTU Final Offer - PEB No. 224	LIRR FINAL OFFER - PEB No. 224
Work Scheduling and Relief Days	Status quo	Status quo	Allow Saturday, Sunday & night work for trackworkers without penalty (two other consecutive days off)
SPECIAL SERVICE ATTENDANTS Overtime	Same as current Metro-North agreement	PEB 223	Status quo
UNIFORM ALLOWANCE	N/A	12/94 - \$520 per annum clothing maintenance allowance to all UTU represented employees	12/94 - \$520 per annum for maintenance of uniforms for employees who must wear them

Key: N/A = Not addressed

Status quo = Current Contract

PEB 223 = Identical to PEB 223 recommendation