

Report
TO
THE PRESIDENT
BY
Emergency Board
No. 182

**APPOINTED BY EXECUTIVE ORDER 11679 DATED
AUGUST 19, 1972, PURSUANT
TO SECTION 10 OF THE RAILWAY LABOR ACT, AS
AMENDED**

**To investigate the dispute between the Long Island Rail Road
Company and certain of its employees represented by the
Non-Operating Employees Conference Committee**

(National Mediation Board Case No. A-9167)

TRANSMITTAL LETTER

WASHINGTON, D.C.,
October 30, 1972.

THE PRESIDENT,
The White House,
Washington, D.C.

DEAR MR. PRESIDENT: The Emergency Board created on August 19, 1972, by Executive Order 11679, pursuant to Section 10 of the Railway Labor Act, as amended, has the honor to submit its report.

This Board was appointed to investigate a dispute between the Long Island Railroad Co., a carrier, and certain of its employees represented by the shop crafts and other nonoperating unions comprising the Non-Operating Employees Conference Committee. In fulfillment of its obligation the Board has held hearings and considered the evidence and arguments presented by the parties.

The Board wishes to express its appreciation to Mr. James L. Perlmutter, Office of Labor-Management Relations Services of the U.S. Department of Labor, who was appointed as Special Assistant to this Board. Mr. Perlmutter rendered valuable assistance to the Board and the parties during the proceedings and in preparation of this report.

Respectfully,

MATTHEW A. KELLY, *Chairman.*
JAMES M. HARKLESS, *Member*
C. ROBERT ROADLEY, *Member*

I. HISTORY OF THE EMERGENCY BOARD

Emergency Board No. 182 was created by Executive Order 11679 on August 19, 1972, pursuant to section 10 of the Railway Labor Act, as amended.¹ The President directed the Board to investigate a dispute between the Long Island Railroad and certain of its employees represented by the Non-Operating Employees Conference Committee, concerning changes in existing agreements covering rates of pay, rules, and working conditions.

The President appointed the following individuals as members of the Board: Matthew A. Kelly, professor of industrial relations, Cornell University School of Industrial and Labor Relations, Chairman; C. Robert Roadley, arbitrator and labor relations consultant of Falls Church, Va., member; and James M. Harkless, attorney and arbitrator of Washington, D.C., member.

The Board convened in New York on September 1, 1972, and conducted a procedural meeting with the representatives of both parties. Formal hearings were held thereafter in New York City and continued through October 5, 1972.² During the course of these hearings the parties agreed to a request by this Board for an extension of time for the conduct of these proceedings and such extension, to October 30, 1972, was granted by the President.

The parties were given full and adequate opportunity to present evidence and arguments before the Board and a formal record was made of the proceeding. Both the carrier and the organizations presented witnesses and evidence through counsel and submitted rebuttal briefs after the formal hearings were concluded. The record of the proceedings consists of 464 pages of testimony and 28 exhibits, 23 of which were introduced by the carrier and five by the organizations.

To assist the Board in identifying and clarifying the issues, the parties voluntarily made themselves available to the Board for numerous informal discussions including extensive mediation efforts beginning the week of October 14 in Washington, D.C. At these mediation sessions the Board explored in depth various alternatives, with the full cooperation of the parties, in a concerted effort to reach a basis on which this dispute could be resolved.

¹The text of the Executive order appears as app. A.

The Organizations

The 12 participating organizations involved in this dispute are as follows:

Brotherhood of Railway Carmen of the United States and Canada
Brotherhood of Railway, Airline and Steamship Clerks, Freight
Handlers, Express and Station Employees

TC Division of Brotherhood of Railway, Airline and Steamship
Clerks, Freight Handlers, Express and Station Employees

International Brotherhood of Teamsters, Chauffeurs, Warehouse-
men, and Helpers of America, Local 808

International Association of Machinists and Aerospace Workers

International Brotherhood of Electrical Workers

International Brotherhood of Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers, and Helpers

International Brotherhood of Firemen and Oilers

Sheet Metal Workers International Association

American Railway Supervisors Association, Lodge 851

American Railway Supervisors Association, Lodge 851A

American Railway Supervisors Association, Lodge 857

These organizations represent carmen, clerks, maintenance of way employees, freight handlers and station employees, telegraphers, machinists, electricians, boilermakers and blacksmiths, firemen and oilers, sheet metal workers, and supervisors.

The 12 unions, which represent approximately 5,000 employees out of a total labor force of 7,341 on the Long Island, consist of employees not directly associated with the actual movement of the trains.

It had been the practice for several years prior to these negotiations for the organizations representing the individual crafts or classes of employees either to join together in varying combinations of unions for the purpose of collective bargaining with this carrier, or on other occasions some of the organizations would negotiate separately with the carrier, each having served individual and separate notices in both instances. This procedure was time consuming and required a number of unrelated negotiating sessions. Rules and working conditions often varied between the individual agreements in areas where standardization might be more appropriate. As a result, the bargaining process was unduly complicated. In recognition of a mutual desire to work toward a more orderly and meaningful procedure, the organizations involved in this dispute entered into an agreement with the carrier to join in concerted negotiations on their separate and individual notices.

The agreement was consummated on December 28, 1971, and resulted in the formation of the Non-Operating Employees Conference Committee, with a chairman and vice chairman and composed of representatives of each organization. The negotiating agreement³ provides, in part, that any settlement resulting from these negotiations will be "finally approved and formally executed" upon ratification by two-thirds of the participating organizations. Pursuant to the agreement the 12 organizations have worked together collectively as a coalition of unions in their subsequent direct conferences, mediation, and during the proceedings of this Board.

This demonstration of a mutuality of interest in an effort to establish a more effective method of bargaining collectively among the unions on this property having related interests and goals has been a significant feature of these negotiations and is endorsed by this Board. The parties are urged to continue this conference group and structure of bargaining concept in their future contract negotiations.

The Carrier

Physical Characteristics

The Long Island Railroad is a class I railroad subject to the jurisdiction of the Interstate Commerce Commission and the provisions and procedures of the Railway Labor Act. The railroad is owned by the Metropolitan Transportation Authority, a public benefit corporation created by the New York State Legislature and is, for all practical purposes, an integral part of the mass transportation system of New York City.

Each week day the Long Island carries some 260,000 passengers—90,000 commuters, making two trips a day and 80,000 single fare passengers. Approximately 95 percent of the passenger traffic consists of riders from Long Island to New York City and return. Commuters travel primarily during the two daily rush periods; the first toward the city between 6:30 a.m. and 9:30 a.m. and the second away from the city from 4 p.m. to 7 p.m.

The Long Island carries more passengers than any other class I railroad in the United States. In 1971 the Long Island accounted for 26.3 percent of all commuter passengers carried on class I railroads. Passenger revenue accounted for 89.3 percent of combined passenger and freight revenue compared to 3.5 percent for all other

class I railroads in the United States as demonstrated in the following table:

Table 1.—Percent Passenger Revenue to Aggregate Passenger and Freight Revenue

Year	L.I.R.R.	Class I RRs
1962	84.8	7.2
1963	86.0	6.7
1964	87.8	6.4
1965	87.7	5.9
1966	88.6	5.5
1967	88.5	5.0
1968	88.9	4.4
1969	89.2	4.1
1970	89.6	3.7
1971	89.3	3.5

Source: Association of American Railroads.

The 1971 operations of the railroad are summarized in the following table:

Table 2.—Long Island Rail Road Operations, 1971

Revenue Passenger Miles	1,764,499,000
Total Passengers Carried	69,708,848
Commuter Passengers Carried	53,014,422
Freight Revenue	\$9,873,000
Passenger Revenue	\$82,677,000
Total Freight and Passenger Revenue	\$92,550,000
Total Operating Revenue	\$97,387,000
Total Expenses	139,177,000
Miles Per Revenue Passenger	25.31
Revenue Per Passenger Mile	.0468
Revenue Per Passenger	1.19

Source: Association of American Railroads

The Long Island operates passenger and freight service by rail between the western termini of Manhattan and downtown Brooklyn, and Montauk, and Greenport at the eastern end of Long Island, on its main line, with branches to the various midisland communities. The Long Island is the only mode of public transportation which provides through service from the eastern end of Long Island to the western end of Manhattan.

Passenger and freight trains of the Long Island move over 325 miles of main line trackage. The passenger fleet totals 1,179 cars,

consisting of 770 new M-1 electric cars, 119 older multiple-unit electric cars, and 250 coaches and 40 parlor cars which are used in diesel service.

The focal point of the operations is Jamaica, N.Y., where eight of the nine outlying branches and all three of the New York approaches converge. The main western passenger terminal is in Pennsylvania Station, Manhattan, reached by trackage rights through the Penn Central Railroad's tunnels under the East River from Long Island City.

Financial Characteristics

The carrier's history of unprofitability is a matter of public record. As a wholly owned subsidiary of the Pennsylvania Railroad Co., the Long Island was in bankruptcy from 1949 to 1954. Subsequently, it became a railroad "redevelopment corporation" until 1966, when the Metropolitan Commuter Transportation Authority (since March 1, 1968, the MTA, Metropolitan Transportation Authority), acting to preserve the vital commuter link to outlying communities, acquired the Long Island from the Pennsylvania Railroad as a wholly owned subsidiary. The enabling legislation (Public Authorities law, article 5, title 11) authorizes MTA to establish and collect such fares, rentals, charges, etc., as may be "necessary to maintain the combined operations of the Authority and its subsidiary corporations on a self sustaining basis."

Despite the fact that the MTA has provided the carrier with substantial capital funds and despite several fare increases in recent years, its financial position has continued to deteriorate.

The cash loss for 1972 as projected by the carrier is expected to be \$46.7 million despite a 16-2/3-percent fare increase on January 29, 1972. The cash operating loss before depreciation has continued to accelerate yearly since 1967. The loss was \$6.9 million in 1967; \$8.2 million in 1968; \$19.8 million in 1969; \$28.0 million in 1970 and \$41.8 million in 1971. The total net operating loss for the same 5-year period has been \$139.7 million.

III. HISTORY OF THE DISPUTE

The dispute which led to the appointment of this Board originated at various times during October 1971 when each of the 12 participating unions involved in this dispute served upon the railroad a notice of demands to change certain terms of collectively bargained agreements with the carrier, pursuant to section 6 of the Railway Labor Act.

Subsequently, on December 16 the carrier served its counterpropo-

sals requesting amendments in the current collectively bargained agreements. At various times during the month of December, the parties held joint negotiations. On December 28, 1971, the unions and the carrier signed the negotiating agreement pursuant to which negotiations were consolidated and the unresolved demands outlined in the separate section 6 notices of the parties were considered collectively. The parties then held conferences and discussed their respective proposals.

During these meetings the carrier made an offer to the employees that, in principal, proposed increases in wages of 4 percent effective date of signing and an additional 4 percent 12 months following date of signing.⁴ This wage offer contemplated that the existing wage differentials be absorbed and eventually eliminated by such increases. Carrier proposed an additional 4 percent effective 24 months from date of signing. The carrier proposal also contemplated changes in such areas as meal allowances, starting rates, step rates, clothing allowance, health and welfare, split vacations, sick leave, seniority, vacations, holidays, as well as a 30-month moratorium from date of signing regarding service of new section 6 notices by either party. After further discussions the parties were unable to reach agreement, and on January 14, 1972, both the unions and the carrier jointly applied for the services of the National Mediation Board.

The National Mediation Board docketed the case as A-9167 on January 31, 1972. Mediation commenced on March 7, 1972, and continued either separately or jointly until July 10, 1972. In March 1972, the Conference Committee, at the request of the carrier, provided the mediator with a list of their amended section 6 notices together with a list of items that were withdrawn from the notices. The Chairman of the National Mediation Board also met with the chief spokesmen of the parties in May and June 1972. During the June meeting the Non-Operating Employees Conference Committee proposed two alternatives for settlement of the dispute. These proposals were: (1) parity with the New York City Transit Authority agreement including wage and pension plan changes; (2) wage increases to provide equality with certain of the carrier's operating employees.

The carrier refused to consider either proposal. Its position was that the pension demands served by the organizations were nonnegotiable items since there is a moratorium upon serving such demands until July 1, 1973. As to the issue of equality with operating employees, the carrier contended that "there is a long historical

⁴See app. D for carrier's offer.

difference between operating and nonoperating employees." The carrier pointed out that the increases granted to operating employees were directly related to changes in restrictive work rules and practices. The carrier also contended that the nonoperating employees, like the operating employees, do have areas in practices and work rules that could be developed as trade offs in return for wage increases.

Further mediation was recessed in early July and the National Mediation Board proffered arbitration on July 10, 1972. The organizations subsequently declined the National Mediation Board's proffer of arbitration and on July 18, 1972, the National Mediation Board notified the parties that it was formally terminating its services. The organizations then announced that the employees would withdraw from service as of 8 a.m., August 20, 1972.

Consequently, the National Mediation Board, pursuant to section 10 of the Railway Labor Act, notified the President that in its judgment the dispute threatened substantially to interrupt interstate commerce so as to deprive a section of the country of essential transportation service. The President thereupon created this Emergency Board on August 19, 1972.

IV. BACKGROUND OF THE DISPUTE

The plight of the Long Island Railroad and the history of collective bargaining involving most, if not all, of the organizations representing its employees has been well documented in the reports of the several preceding Presidential emergency boards appointed since 1960 to treat with varying labor disputes on this property. It is a discouraging and frustrating saga.

It is obvious that the financial condition of the carrier, steadily increasing deficits coupled with rising costs in operations, has been in the past, and continues to be, one of the major obstacles in the path of productive collective bargaining. The carrier in its closing statement, said that "In spite of the increase in passenger fares of 16-2/3 percent last January, the carrier anticipates a loss of \$59.2 million in 1972. It sustained a \$54.7 million loss in 1971."

On the other hand, the employees' desires to seek periodic improvements in their wages and conditions of work is understandable and especially critical in view of rises in the cost of living and the deterioration and erosion through the ravages of inflation of bargaining "gains." But the labor relations difficulties encountered by the parties seem to have gone beyond the bounds of what could be expected in the light of these harsh economic facts. We note that prior Presidential Emergency Board No. 173 recognized the deterioration

of labor relations between this carrier and certain of its employees as being a contributing factor in the difficulty of reaching agreement without resort to threats of self help. This Board has noted a similar deterioration in relations with nonoperating employees of such degree as to suggest the need for the parties to address themselves to the problem if any progress is to be made in their future negotiations as well as in their day to day relationships with each other.

Additionally, the introduction of wage controls on a national level has compounded the problem of the employees in reaching the wage goals they have been seeking. This factor posed new obstacles to be overcome in the light of settlements reached between the carrier and its operating employees during 1972.

Part and parcel of the dispute is the relationship between these employees and the employees of the New York City rapid transit system. Preceding settlements between the parties recognized this relationship.

All of the foregoing elements were present throughout the proceedings before this Board.

V. THE ISSUES

As stated earlier, the individual organizations involved in this dispute served section 6 notices during October 1971 requesting changes in rates of pay, rules, and working conditions in each of their basic agreements. These notices proposed changes in approximately 350 separate items; some of which were applicable to all the employees and some of which applied only to certain of the individual crafts in varying degrees.

As a result of the formation of the Non-Operating Employees Conference Committee the collated and amended section 6 notice became the instrument for further bargaining between the parties.

The amended notice of March 10, 1972, reflected the withdrawal by the unions of 17 of their original demands and the disposal by agreement with the carrier of five of the relatively minor items in dispute, leaving 49 items still in dispute.

The remaining issues in dispute before this Board can be grouped as follows:

For the organizations:

1. A general wage increase consisting of (a) a separate wage increase of 17 cents per hour across the board; (b) an additional wage increase of 29 percent; (c) a reduction in weekly hours of work from 40 to 30 hours with no loss in pay; (d) time and one-half for Saturday and double time for Sunday work.

2. Improvements in such areas as increased holidays, vacations, health and welfare, sick leave, contracting out of work, promotions, and other rules changes.⁵

For the carrier:

1. The amount of increase in basic rates, together with elimination of all differentials of pay within the various job classifications, arbitrary payments of special allowances, and adjustments of overtime compensation.
2. Various changes in the agreements involving sick leave, personal leave, holidays, vacations, the covering of vacancies, contracting out of work, and other specific rules.⁶

VI. DISCUSSION AND RECOMMENDATIONS

Wages and Salaries

On the fundamental question of wages and salaries, the "principle of comparability" for certain shop craft employees of the Long Island Railroad with crafts employed by the New York Transit and the Port Authority was enunciated by a prior Presidential emergency board. (See pp. 14-18 of the report to the President by the Emergency Board No. 170, May 12, 1967.) Subsequent agreements between the parties prior to the instant dispute implemented this wage comparability principle. Then, as now, it is this Board's conclusion that the comparability principle represents a fair, equitable, and economically feasible criterion of wage determination and salary adjustment.

Accordingly, we reiterate this principle here and recommend its implementation and adoption in the contractual agreements between the carrier and each of the crafts and the organizations comprising the Conference Committee herein involved. Therefore, it is our recommendation that the basic wage increases be in the amount of 6 percent in each year of a 2-year contract; namely, a 6-percent increase effective January 1, 1972, and a further 6 percent increase effective January 1, 1973.

In connection with this recommendation, we recognize that the permissibility of such wage and salary adjustment under current stabilization controls rests with the Pay Board. However, it is our considered judgment that such increases as are recommended herein comply with the objectives of stabilization and are not unreasonably inconsistent with Pay Board standards. Although the contractual

⁵See app. E for listing of Conference Committee proposals.

⁶See app. F for list of carrier proposals.

agreements of the Long Island shop crafts and related organizations involved in the Conference Committee might not be viewed as "tandem" to New York transit contracts in the strict definition and letter of this allowable exception to the basic wage and salary standards set forth in Pay Board regulations, they are nonetheless, as referenced by the prior Presidential Emergency Board recommendations and ensuing contracts, tied in closely with the transit pattern and amount of settlement. To date, at least, this has tended to make for a stabilizing, on-going, contractual relationship. Accordingly, it is this Board's view that it would be both upsetting and inequitable to provide percentage increases to these employees of the Long Island Railroad of lesser amount than that provided and already approved by the Pay Board for the year 1972 for the transit employees.

The Board is mindful of the carrier's financial predicament. And, further, the Board recognizes as part of its public responsibility the compelling need to bear in mind the economic impact of its wage and salary recommendations on the commuting and taxpaying public. As serious as these are, however, the Board finds the considerations of on-going contractual relationships and equity set forth above to be overriding and justifies greater increases than those offered by the carrier and rejected by the employees during their negotiations.

The shop crafts and representatives of the other organizations in the Conference Committee, especially in the week-long sessions in which the Board members collectively and separately sought unsuccessfully to conciliate the differences between the parties, forcibly and, at times, not unemotionally indicated that they represent employees of exceptional skill. This, they contended, merited increases greater, but certainly no less, than the percentage increases provided by the carrier and approved by the Pay Board for operating employees on the Long Island Railroad. We do not dispute the high degree of skill of the several shop crafts involved in this dispute, but do not find their argument for equality with the operating employees persuasive or controlling.

This Board makes no effort to assess, let alone answer, the perennial question as to comparable skill in relation to operating employees. This would be difficult of factual determination at best and, moreover, there is no basis in this record for making such an evaluation. More pertinent and controlling in our factfinding determination, however, is the lack of historical relationship between wages and settlements of operating employees and those of the shop crafts and related organizations of the Conference Committee.

Neither with this carrier nor on the national scene generally has there been a direct relationship between these groups of employees.

To recommend extending the same percentage of settlement provided the carrier's operating employees to the employees involved in this dispute would be crippling in its financial impact and do violence to the collective bargaining history and long-established wage relationships between the crafts. While the distinctive, if not unique, characteristics of the Long Island Railroad as a commuter system warrant some exceptions to traditional patterns of railroad collective negotiations and pay scales, the exceptions here as already noted run in the direction of comparability with transit rather than with the operating employees.

Further, the percentage increases in wages and salaries negotiated and approved by the Pay Board for operating employees on the Long Island Railroad represent "additives" and "overages" to reflect savings to the carrier from the elimination of costly work rules and practices. This "quid pro quo" bargaining and these tangible productive improvements in operation served as the basis for the carrier agreeing to the higher percent of increase for both groups of operating employees. These considerations along with the relationship to national patterns of railroad settlements appear to have been the primary basis for Pay Board approval. The employees involved in the instant dispute, unlike the carrier's operating employees, have been unwilling to consider areas for such "quid pro quo" improvements and cost savings. Hence, there is no factual basis upon which this Board could recommend percentage increases of the level provided in the operating employees' current contracts.

Although the record is not completely clear, it appears that some inequity may exist in the salaries for ARSA 857 supervisors. This special service group supervises employees on bar cars, parlor cars, and club cars. They have no equivalent on the transit authority. Also, the special services supervisors were below ARSA gang foremen before the latter were brought into comparability with transit in their prior contract. However, in bringing the ARSA gang foremen into "parity" with transit, the gap between them and special services supervisors has been widened. The Board recommends that the parties agree to bring the special services supervisors back into line with the ARSA gang foremen.

Shift Differentials

The organizations request a differential of 10 percent for employees on the second and third shifts. The Board finds no justification for such level of differential in comparable operations. The carrier offered a 2-percent differential, to be effective from the date of signing an agreement, for work performed from 6:01 p.m. to 5:59

a.m. daily and 6:01 p.m., Friday to 5:59 a.m. Monday. The Board recommends acceptance of this offer in accordance with our recommendation and reasoning on wages and salaries.

Wage Differentials

The organizations proposed that all differentials in existence in the respective shop crafts remain in effect except for an increase of 3 cents per hour for Federal inspectors pertaining to the machinists, boilermakers, blacksmiths, and sheetmetal workers to equalize them to the same differential rate as that for electrician and carmen Federal inspectors. On the other hand, the carrier urges the elimination of all differentials of pay within classifications. The carrier argues this would standardize rates of pay and limit them to "parity" with transit. Additionally, the carrier cited numerous examples of jobs covered by differentials which it says require no greater skill than those required of craftsmen receiving the basic rate.

The carrier's argument that the comparability principle justifies elimination of differentials above the basic craftsmen rates may have some merit. However, it appears that these wage differentials result from past negotiations between the parties over an extended period of time. Furthermore, it would appear that when these wage differentials were negotiated, it was a presumption that the positions covered demanded special skills or responsibilities.

In these circumstances, and in the absence of any details concerning the job content of the various positions with wage differentials, the Board is reluctant to recommend changes in wage differentials. The Board notes, however, in line with its earlier discussion concerning wages, that wage differentials may be a fruitful "quid pro quo" bargaining area for the parties to explore.

Reduction in Hours

The organizations demanded a 30-hour or 4-day workweek with 40 hours' pay. The employees now work a regular 5-day week, 8-hour day schedule with a paid half-hour lunch period. This is in effect a 37½-hour week which, from an employee's standpoint, is already superior to that generally provided railroad shop craft employees nationally. There is no precedent for a 30-hour workweek in the railroad industry, and no evidence was presented to this Board that would warrant any change in the existing agreements in this regard. Such a reduction in the workweek would clearly result in additional costs to the carrier, and in view of our other recommendations on wages and salaries, we recommend that the organizations withdraw this hours' demand.

Contracting out of Work

The organizations demand that "all the work done upon machinery, property, owned, operated, rented or controlled by the Long Island Railroad * * * be done by our various crafts" and not be "farmed out." The contention is further made in the formal presentation on behalf of the Conference Committee before the Board, that the several organizations be given "the right to go on strike the following day," if such work is farmed out and that "the carrier will not be allowed to use the contract by way of going into court to get an injunction." Although the organizations cited several instances of work contracted out which they felt was properly "theirs" and should have been assigned to their members in the carrier's employ, particular reference was made to the contracting out of work on motorized equipment and the specific need to prevent its continuance.

The carrier, on the other hand, argued that the contracting out of work was essential to an efficient operation and the means for effecting much needed economies on the system. Specifically, the carrier views the existing scope rule unduly restrictive and requests that "effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which prohibit the carrier from contracting out of work or unit of exchange shall be abrogated."

Upon close examination of these arguments and the testimony before us, we find sufficient protection for the organizations and the carrier in existing rules on contracting out and recommend their continuance without modification. Specific questions as to the impact and inequities arising under their application are deemed to be matters for adjustment board procedure. With respect to the repair and maintenance of the carrier's motorized equipment, we note as argued by the carrier a distinction between this type of work and work on rail equipment as such but make no formal determination in this regard so as not to preclude the organizations going forward on this issue under the adjustment board procedure should it be their desire to pursue this question.

Sick Leave

The Board has reviewed carefully the numerous section 6 proposals and the extensive exhibits, argument and testimony supportive of the many changes in sick leave provisions proposed by the parties on each side of the bargaining table. In addition, it has compared and evaluated present sick leave and proposed changes with transit and other comparable areas.

Specifically, the Board finds that while the organizations of the

Conference Committee do not enjoy certain of the sick leave benefits provided transit employees, certain other features of their current sick leave provisions are superior to those of transit. In all, this would appear to be "on balance" in the light of the employees' needs and the carrier's financial resources except that the Board would recommend acceptance of the improvements the carrier has offered, namely:

1. Increasing the number of full-time days which an employee can use from his sick leave bank in a 1-year period for prolonged illness from a limit of 60 days to a maximum of 72 days; and
2. Extending the carrier's sick leave provisions in effect for other union members of the Conference Committee to employees represented by the supervisors' unions.

Finally, it would appear that to the extent there are further differences in sick leave provisions as between the several organizations of the Conference Committee the parties might find it desirable, as with the supervisory unions, to take steps to bring them into conformity with one another.

Vacations

The organizations proposed amending the vacation agreements so as to provide 4 weeks after 3 years of service, 5 weeks after 15 years of service, and 6 weeks after 20 years of service including the elimination of the present qualifying periods.

The carrier's counterproposal contemplated a single change in the present rule to provide 5 weeks vacation after 18 years rather than after 20 years of service. The negotiating history in recent years shows that vacation agreement improvements have generally been on a gradual basis, not a complete revision in one round of negotiations. The carrier offer reflects this approach to a degree and appears to be a move toward comparability with transit employees. We therefore recommend acceptance of the carrier offer.

Health and Welfare

The Board makes no specific recommendations for improvements in the level of health and welfare benefits currently provided employees party to the instant dispute. However, it would appear that some modest increase in existing benefits might be effectuated beyond what is currently being offered by the carrier. In any case, we recommend that the parties (1) meet further on this matter; (2) determine whether additional health and welfare benefits are

economically feasible and consistent with Pay Board wage and salary standards; and (3) take steps to effectuate same.

Holidays

The organizations seek two additional holidays; namely, Veterans' Day and the day after Thanksgiving. Inasmuch as this is a cost item and the existing number of contractually paid holidays is already equal to or superior to that of transit and other comparable areas, we recommend withdrawal of this proposal.

Similarly, we recommend withdrawal of the carrier's proposals which, in the interest of cost reduction, would take away certain holiday benefits now enjoyed by its employees under existing contracts.

In the matter of eligibility for holiday pay, the carrier and the organizations also seek revision and, again, seemingly in "opposite directions" and in contradiction with one another. Yet, it would appear desirable to endeavor to arrive at some degree of uniformity as between the several contracts involved in the matter of eligibility for holiday pay and we recommend that the parties make another effort at resolving differences to this end.

Stabilization of Force Agreement and Vacancies

The organizations seek to "amend Rule 22 of the July 1, 1949 Agreement to provide that all vacancies except vacation vacancies must be filled * * *" and that the protection status date of the "Stabilization of Force Agreement" be changed from October 1, 1969, to January 1, 1972, so that the "work force * * * [shall] be maintained at or above agreed to level."

Clearly, such provisions protecting jobs and requiring replacements under all circumstances except when employees are on vacation would be financially prohibitive and make impossible the effectuating of economies through improved productivity, the rescheduling of the work force, attrition, and the like. Whatever may be the equities and merits of the organizations' proposals from an employee standpoint, the financial considerations under current conditions are overriding and we recommend acceptance of the carrier offer, namely:

1. That the date for the stabilization of forces be extended to January 1, 1972;
2. That arrangements be made for displaced employees to be provided other available employment;
3. That the present 90 day notice requirements on a reduction of force as contained in the clerk's agreement be modified to

provide more latitude in the utilization of employees no longer needed on a particular position; and

4. That arrangements be made to modify certain provisions of the clerk's agreement so as to remove conflicting provisions of rules and procedures for the handling of grievances.

Meal Allowance

The organizations requested an increase in meal allowances to \$3 for the first 2 hours following an 8-hour day and every 4 hours thereafter. The carrier offered to increase the present amount to \$2 after employee has worked 2 consecutive hours of overtime, and in this we concur effective the date of ratification of this agreement. However, in view of the principle of comparability, cited elsewhere in this report, the Board further recommends that the meal allowance be increased to \$2.25 effective January 1, 1973. This is the allowance currently in effect for transit employees.

Personal Leave

The employees proposed increasing the number of personal leave days from 3 to 5 and eliminating the present restrictions as to when such leave may be taken. These personal days are in addition to sick leave, vacations, and holidays. The carrier proposed retention of the current rule except to provide for 24 hours advance notice rather than the present 8. The Board does not feel that there is sufficient justification for either of these proposals and recommends no changes.

Clothing

The organizations proposed a clothing allowance of \$125 per year per employee. The carrier offered to provide foul weather gear without cost to the employees who are required to work outdoors in inclement weather and to provide "shop coats" to supervisors. We find the carrier offer to be fair and equitable both in the light of the organizations' demands and practice in comparable areas, and recommend its acceptance.

Pensions

An evident undercurrent to the instant dispute is the difference between the parties on the matter of pensions. Clearly this is a trouble spot, even though the issue did not surface as an integral

part of the section 6 notice of the crafts and organizations comprising the Conference Committee. One of the recognizable goals of these employees, shared by all the carrier's employees covered by collective bargaining contracts, has been the eventual adoption of a pension program similar, if not identical, to that contained in the transit agreement. This goal was partially achieved in recent negotiations between the carrier and its operating and nonoperating employees. However, the current pension agreement stipulates that neither party can serve new notices on the subject of pensions until July 1, 1973.

Quite properly, the carrier in the instant dispute aired its reluctance to discuss pensions in view of the aforementioned moratorium agreement. The Board recognizes the import of such legal limitations on the scope of negotiations at this time. Nevertheless, the Board views its task, and considers itself under the dictate, to deal with "the practicalities" of the dispute and where possible to provide a basis for the parties to negotiate a viable and workable resolution of their differences. Therefore, the Board cannot shut its eyes to the fact that pensions—despite the moratorium and legal restrictions—are a major point of difference between the parties. Within a relatively short period of time this issue will be "on the bargaining table."

In addition to these realities, this Board was compelled in reaching its recommendations on wage and salary increases to make some evaluation on pensions. Obviously, however, the Board has not been given the full facts as to all the ramifications of changes in the existing pensions program. Therefore, we make no recommendation as to specific modifications. But, in the judgment of this Board, the principle of comparability with transit ought not be limited to wages and salaries. There is much that suggests, both from the standpoint of stability in the carrier's labor relations, as well as equity to the employees, that insofar as practicable and within broad prerequisites of fiscal soundness, the comparability objective between employees on the Long Island Railroad and those on transit ought to extend to pensions. Presidential Emergency Board No. 173, in recommending a joint feasibility study to determine whether existing New York State pension plans covering transit employees could be extended to all employees of the carrier, stated in part (on p. 15 of its report), "The purpose of such a pension program would be to achieve parity between the total benefits received by other transit employees of the Metropolitan Transportation Authority and the employees of the Long Island Railroad." As previously stated herein, the parties have already taken a significant step toward implementing that objective.

The Board recognizes the possibility that total comparability with

transit may not be fiscally practicable or legally and politically achievable within the period of this recommended 2 year contractual agreement. As with the recommendation of Presidential Emergency Board No. 170 in 1967, and its stress of the need for gradualness in the attainment of comparability in wages and salaries, such gradualness may also still be necessary in the matter of pensions. This Board stresses, however, that its recommendations regarding wages and salaries are not intended to preclude the parties from taking steps immediately to resolve the pension matter within the general principles outlined above. In any case, nothing in our recommendation should be construed to negate the contractual right and responsibilities of the parties to treat with the question upon the termination of the present pension moratorium.

Miscellany

There were a number of issues raised by the organizations in their respective section 6 notices and testimony which the Board believes lend themselves to corrective joint effort and improvement in the day-to-day operational relationship rather than necessitating changes in work rules as such. Cases in point are the questions raised as to the carrier's promotion policy and the impression of several of the organizations that in-system promotions and the filling of vacancies from within was being replaced by a policy favoring new hires from without. Firemen and oilers, in particular, felt that they ought to be given consideration in advancement to hostlers and to helpers in the mechanical trades other than for carmen where coach cleaners are given preference. Also, while the duties of stationary firemen and stationary engineers are clear, those of laborers are not and job descriptions as set forth by the carrier for most other classifications are sought with some justification. Similarly, the issues raised on training are another category which the Board feels deserves fuller attention by the parties. Many of the organizations feel that the existing training provisions and programs are underused. This occasions a discontent which joint talking-out and followup by the parties can, and should, remove. Finally, there is need for some clarification of the relationship between supervisors and quality control inspectors and of the use of supervisors in overtime. These are hardly "issues of moment." Yet, in the aggregate, they are cancerous and positive steps ought to be taken by the parties to find ways of treating with them along lines suggested below in the interest of improved relations and a more productive and efficient operation.

VII. CLOSING STATEMENT

By way of conclusion to our report and recommendations, it is to be noted that the discussion in section IV of this report made reference to the general subject of the labor relations climate prevailing on this property, especially during periods between actual negotiations. Informal meetings with the parties highlighted this factor and seemed to indicate a mutuality of interest in taking joint corrective steps toward improving their "day-to-day relationship" and "lines of communication."

Commonsense dictates that once a negotiations has been successfully concluded there should follow a period of relative peace and an improved living together. Certainly, negotiations ought not to be viewed as "merely extinguishing a raging inferno" with an immediate reversion, once the contract is settled, to fighting the innumerable "brush fires" that seem to burn interminably. To the end of improving day-to-day relationship and furthering joint problemsolving on common issues, the Board urges the parties to consider the establishment of a tripartite human relations type committee, with the neutral to be selected by the parties and, except where mutually agreed to the contrary, to be limited to an advisory and recommendatory role.

The fundamental purpose of this type of tripartite body would be to afford the employees and the carrier, through their designated representatives on the committee, the opportunity to discuss areas of difference in the daily conduct of business best resolved away from the "the bargaining table." More specifically, as we view it, the tripartite committee would seek:

1. To minimize the number of employee grievances;
2. To search out the causes of friction between the employees and frontline supervisory officials and to make positive corrective recommendations;
3. To formalize a program aimed at establishing a continuing implementation of the committee's recommendations in the day-to-day relationship of employees and management;
4. To evaluate operational procedures and problems in the light of the compelling need to effectuate economies and to provide a "sounding board" for joint discussions that might lead to improved productivity, cost savings, and better job security and job opportunities; and
5. To identify problem areas and anticipated complexities in contract negotiations prior to the serving of the section 6 notices.

The foregoing are just a few of the areas which come to mind

by way of suggestions that the parties might profitably seek to explore through such a tripartite committee. Obviously, however, it rests with the parties whether these suggestions are feasible.

This Board views such a program as furthering the best interests of the parties as well as being of benefit to the Long Island commuter and taxpayer alike. We trust that upon careful evaluation and discussion, the parties will agree and will proceed to implement such a program as part of their new contractual agreement.

Finally, the Board has reviewed each and every item included by the parties in their respective section 6 notices. We note also that the parties have reached agreement on several of these matters, which should properly be included as part of their overall settlement. The Board believes that the remaining items, not discussed in the recommendations of the Board, are incidental to a resolution of the dispute. The Board recommends withdrawal of any items in this category on which the parties fail to agree within the time allowed for their subsequent negotiations.

Respectfully submitted,

MATTHEW A. KELLY, *Chairman.*

JAMES M. HARKLESS, *Member.*

C. ROBERT ROADLEY, *Member.*

WASHINGTON, D.C., *October 30, 1972.*

APPENDIX A

EXECUTIVE ORDER 11679 CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND CERTAIN OF ITS EMPLOYEES,

WHEREAS, a dispute exists between the Long Island Rail Road Company and certain of its employees represented by Participating Labor Organizations designated in list attached hereto and made a part hereof; and

WHEREAS, this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS, this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U.S.C. 160), I hereby create a Board of three members, to be appointed by me, to investigate this dispute. No member of the Board shall be pecuniarily or otherwise interested in any organization of railroad employees or any carrier.

The Board shall report its findings to the President with respect to the dispute within thirty days from the date of this order.

As provided by section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the Board has made its report to the President, no change, except by agreement, shall be made by the Long Island Rail Road Company, or by its employees, in the conditions out of which the dispute arose.

/s/ RICHARD NIXON

THE WHITE HOUSE, *August 19, 1972.*

APPENDIX B

APPEARANCES

For the Carrier

Walter L. Schlager, president and general manager
George M. Onken, vice president and general counsel and secretary
J. J. Ward, manager of labor relations
Thomas P. Moore, treasurer-comptroller
John Woodward, chief engineer
Joseph C. Valder, superintendent of transportation
Harold M. Throop, director-station operator
William Gage, superintendent of maintenance of equipment department
Robert E. Peterson, superintendent-personnel management
T. M. Taranto, attorney

For the Non-Operating Employees Conference Committee

Anthony F. D'Avanzo, general chairman of the Brotherhood of Railway Carmen of the United States and Canada, Queens Lodge 886, and chairman of the Non-Operating Employees Conference Committee
John J. Noonan, vice president, Brotherhood of Railway Carmen of the United States and Canada
Robert McCarthy, general chairman, Lodge 754, International Association of Machinists and Aerospace Workers and vice-chairman, Non-Operating Employees Conference Committee
William Stysiack, president and general chairman, American Railway Supervisors Association, Lodge 851A
Dominick J. DeMasi, general chairman, American Railway Supervisors Association, Lodge 851
John Scheich, vice general chairman, American Railway Supervisors Association, Lodge 851
D. B. Arter, general chairman, American Railway Supervisors Association, Lodge 857
William B. Mochrie, general chairman, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers
Jack J. Bove, general chairman, Local 589, International Brotherhood of Electrical Workers
Andrew M. Ripp, international representative, International Brotherhood of Electrical Workers
George M. Thomas, international representative, International Brotherhood of Electrical Workers
John Wasloski, international representative, International Brotherhood of Firemen and Oilers
Guy M. Fucci, general chairman, TC Division 44, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees
Thomas J. Hewson, general chairman, Brotherhood of Railway, Airline and Steamship

Clerks, Freight Handlers, Express and Station Employees; secretary, Non-Operating Employees Conference Committee
Martin Greene, president, Local 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America
Ed Raccioppi, general chairman, Sheet Metal Workers' International Association

APPENDIX C

NEGOTIATING AGREEMENT

WHEREAS the Labor Organizations signatory hereto have each separately served Section 6 Notices in October 1971 pursuant to the Railway Labor Act for wage, rules and working condition changes in their existing agreements with the Long Island Rail Road which notices are pending negotiations;

AND WHEREAS the said Railroad has requested concerted negotiations by the signatory organizations on such separate notices and contemporaneously on the Section 6 served on December 16, 1971 by the said Railroad in response to the said notices;

AND WHEREAS the signatory organizations are willing to engage in such negotiations subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the signatory organizations themselves and by and between the organizations and the said Railroad as follows:

1. Each Labor Organization signatory hereto agrees to join in concerted negotiations with the Long Island Rail Road on its currently pending and separately served Section 6 Notices for wage, rules and working condition changes and on the said Railroad's Section 6 thereto provided the railroad signifies its acceptance of the terms and conditions of this Agreement by becoming a signatory party hereto.

2. Each signatory organizations agreeing to participate in such concerted negotiations further agrees to be bound by such disposition and settlement thereof as may be agreed upon by unanimous vote of the negotiating representatives of the participating Labor Organizations subject to ratification approval of the membership of the said Labor Organizations as hereafter provided.

3. Any agreement conditionally or tentatively approved by all of the negotiating representatives of the signatory Labor Organizations with the said Railroad as a result of the concerted negotiations shall be submitted promptly by each organization for ratification by its members affected thereby in accordance with the internal procedures of each such organization.

4. Following such submission and ratification vote, each organization shall tabulate the result of the vote and furnish a report of such result to the Chairman of the negotiating committee for the signatory Labor Organizations.

5. If two-thirds of the participating organizations ratify the Agreement, said Agreement shall be finally approved and formally executed by all organizations through their negotiating representatives.

If less than two-thirds of the signatory organizations ratify the proposed Agreement as aforesaid, such proposed Agreement shall stand rejected as to all organizations and negotiations and bargaining resumed.

6. Each of the signatory Labor Organizations agrees to be mutually and severally bound by all of the foregoing terms, conditions, and procedures and agrees that it will not withdraw from such procedures until an agreement with the Railroad is consummated in accordance with the terms of this Agreement.

7. Nothing in this Negotiating Agreement shall be construed as in any way precluding the Labor Organizations signatory hereto from mutually agreeing to exercise their right to strike the said Railroad on a concerted basis should that prove necessary but such action shall also be subject to unanimous agreement of the negotiating representatives of the signatory organizations and such further

membership approval and strike sanction as may be required by the internal laws or policies of the participating Labor Organizations.

Executed and made effective this 28th day of December 1971.

Participating Labor Organizations

Brotherhood Railway Carmen

By: /s/ A. F. D'AVANZO

International Brotherhood of
Teamsters,
Local 808

By: /s/ MARTIN GREENE

American Railway Supervisors
Association,
Lodge 851

By: /s/ R. J. BRATRO (D. J. DEMASI)

International Brotherhood of Electrical
Workers

By: /s/ J. J. BOVE

International Brotherhood of
Boilermakers and Blacksmiths

By: /s/ W. B. MOCHRIE

International Brotherhood of Firemen
and Oilers

By: /s/ JOHN J. WASLOSKI

Brotherhood of Railway, Airline and
Steamship Clerks

By: /s/ T. J. HEWSON

TC Division of Brotherhood of Railway,
Airline and Steamship Clerks

By: /s/ R. M. SKELLY

American Railway Supervisors
Association,
Lodge 851-A

By: /s/ W. M. STYSIACK

International Association of Machinists

By: /s/ ROBERT J. MCCARTHY

Sheet Metal Workers' International
Association

By: /s/ EDWARD RACCIOPPI

American Railway Supervisors
Association,
Lodge 857

By: /s/ D. B. ARTER

Accepted and Agreed to by the Long Island Rail Road

By: /s/ WALTER L. SCHLAGER, JR.

APPENDIX D

Carrier's Offer

I. Wage Adjustment-Basic Rates

(a) Four percent effective the date of the signing of an agreement, with all differentials presently encompassed by the amount of such wage adjustment to be absorbed or eliminated by such wage increase.

(b) An additional 4 percent to be effective 12 months from date of the signing of an agreement, with any remaining differentials or portions of differentials not previously eliminated by the previous, or first wage adjustment, to be absorbed into this second wage adjustment.

(c) Another 4 percent to be effective 24 months from date of the signing of an agreement.

(d) Flat rate adjustments for special service supervision.

II. Differentials

A 2-percent night differential to be effective the date of the signing of an agreement for work performed 6:01 p.m. to 5:59 a.m., daily; and 6:01 p.m., Friday to 5:59 a.m. Monday, with the parties to provide for a clarification or elimination of present Sunday double-time rules.

III. Meal Allowance

A \$2 meal allowance to be provided an employee after he has performed 2 consecutive hours overtime work following his regular work assignment.

IV. Starting Rates

The rates of pay for newly hired employees be established so as to provide payment of 80 percent of basic rates of pay for the first 3 months of employment; and 90 percent of the basic rates of pay for the fourth through the sixth month of employment.

A 6-month probationary period for all newly hired employees.

V. Step Rates

Time spent by an employee in filling jobs or positions which are determined to be of a higher job classification than the employee's own regular assignment, to be considered as cumulative work time for the purpose of determining the appropriate step rate at which such employee is to be compensated, if he is subsequently promoted to such position.

VI. Clothing

Foul weather gear to be provided without cost to employees who are required to work outdoors in inclement weather and 'shop coats' to be provided supervisors.

VII. Health and Welfare

(a) If, as a result of participation in national negotiations, there is a change in benefits' coverage which duplicates benefits presently provided on a local basis, the parties affected will discuss a means to provide appropriate offsets.

(b) As an organization not party to the national Travelers' GA23000 policy, the

Teamsters will be granted an allowance equivalent to the nationally negotiated premium increase for GA23000 benefit changes.

VIII. Split Vacations

The company will explore with the clerks' union, a method by which ticket clerks may split vacation periods.

IX. Sick Leave

(a) Present agreement which now limits to 60 days, the number of full-time days which an employee can use from his sick leave bank in a 1-year period for prolonged illness will be increased to a maximum of 72 days.

(b) The company's sick leave agreement presently in effect for other member-organizations of the union's coalition will be extended to those employees represented by the supervisors' unions.

X. Stabilization

(a) The date previously established for the stabilization of forces will be extended to January 1, 1972.

(b) Arrangements will be made for displaced employees to be provided other available employment.

(c) The present 90-day notice requirements on a reduction of force as contained in the clerks' agreement will be modified to provide more latitude in the utilization of employees no longer needed on a particular position.

(d) Arrangements will be made to modify certain provisions of the clerks' agreement so as to remove conflicting provisions of rules and procedures for the handling of grievances.

XI. Seniority

(a) Super seniority will be provided for general chairmen.

(b) Provision will be included in agreements that employees promoted to management positions be required to maintain their membership in good standing for the protection of their seniority, with a provision they be retained or dropped from rosters under a 60-day "grandfather clause," if present employees, or under a 6-months' clause, if a newly promoted employee.

XII. Training

There being no need for a formal agreement on training, the company will, however, continue to provide such training on new equipment as it finds necessary.

XIII. Union Representatives Attending Conferences

The present April 10, 1958, letter of understanding will be modified to provide uniform application to committeemen who are required by the carrier to attend conferences.

XIV. Vacations

Present vacation allowances will be changed to provide 5 weeks' vacation after 18 years of service.

XV. Holiday

The present birthday holiday will become a so-called floating holiday to be used in conjunction with an employee's vacation and the guaranteed holiday provisions of current agreements will be eliminated.

XVI. Discipline Rule

An appropriate discipline rule will be provided for supervisors.

XVII. Personal Leave Notice

Employees will be required to provide at least 24 hours notice of their request for a personal leave day as opposed to a present 8 hour requirement.

XVIII. Productivity Clause

A productivity clause will be made a part of the agreements. This clause will provide for the use of unbiased consultants to study and determine work standards, as well as to determine the employee or employees who are to perform the work which has been studied.

XIX. No Strike Work Stoppage Clause

The agreement will include a no-strike, no-work-stoppage clause.

XX. Pay Board Approval

The wages and fringe benefits provided by this agreement will be subject to approval by the Pay Board.

XXI. Moratorium

There shall be a moratorium in effect on all section 6 notices by either the unions or the railroad until 30 months from date of the signing of this agreement.

APPENDIX E

THE CONFERENCE COMMITTEE PROPOSALS

1. WAGES

- A. A 17-cent per hour increase plus a 29-percent wage increase across the board for all employees.
- B. A cost-of-living formula to provide protection for all employees against loss of purchasing power during the term of this contract.
- C. Eliminate all apprentice rates and increase employees to full rate of position plus percentage increase provided in item A, above.
- D. Provide a shift differential of 10 percent; second and third shifts.
- E. Time and one half for all Saturday work, and double time for all Sunday work, even if regularly scheduled to work.

2. Carrier to refund to employees, on a monthly basis, the amount of moneys paid by the employees for Railroad Retirement Tax.

3. Carrier to pay each employee a clothing allowance of \$125 per year.

4. Revise jury rule to eliminate refunding to carrier by an employee.

5. Thirty-hour workweek, or 4 days.

6. HEALTH AND WELFARE

Carrier to pay (to the respective union welfare funds) such moneys necessary to provide the following benefits:

A. Full prescription drug coverage for employees and dependents.

B. Eyeglasses for employees and dependents.

C. \$15 per month, per employee, for extended dental coverage.

D. Medical coverage for retirees and their dependents.

E. Life insurance coverage to be increased from the present amount to \$50,000 for active employees and \$25,000 for retired employees. (The language to be worked out.)

F. Twenty-five dollars per month, per employee, to be paid to the Teamsters welfare fund.

7. VACATION AND HOLIDAYS

A. Two additional holidays.

B. Revise agreement to eliminate restrictions on eligibility of employee to receive holiday pay. (Day before and day after.) (The supervisors already enjoy this.)

C. Two weeks vacation after 1 year of service; 4 weeks after 3 years; 5 weeks after 15 years; and 6 weeks after 20 years. We are requesting the language of qualifications for vacation which the supervisors now enjoy.

8. SICK PAY

A. Revise sick leave agreement (see app. B). Uniform the sick leave. Changed from 108 full days and 108 days at 60 percent to 96 full days and 96 days at 60 percent.

B. Five personal leave days. No restrictions.

9. No farming out of work.

10. Stabilization of force agreement—Protection status date to be changed from October 1, 1969, to January 1, 1972, and work force to be maintained at or above agreed to level.

11. All differentials now in existence in the respective shop crafts shall remain with the exception of the Federal inspector, pertaining to the machinists, boilermakers and blacksmiths, and sheet metal workers, will be equalized to the Federal inspector's rate which the electricians and carmen now enjoy; which is 3 cents per hour.
12. **MEAL PERIOD**
We are asking for \$3 (they offered \$2) for the first 2 hours following an 8 hour tour of duty; and, every 4 hours after that. The moneys to be paid on the regular pay period.
13. **HEALTH AND WELFARE CONDITIONS.**
14. **VACANCIES**
Amend rule 22 of the July 1, 1949, agreement to provide that all vacancies except vacation vacancies must be filled, and rule 17 of the fireman oilers agreement.
15. **ACTIVE RESERVISTS**
Provide a rule for the payment of the wages of active reservists to encompass a maximum of 4 weeks' active service.
16. **PROMOTION TO SUPERVISORY POSITIONS**
Amend existing rules and agreements to provide that promotions to supervisory positions shall be from the employees in the service of the carrier.
17. **Payment to employees injured under certain circumstances**
The language of the 10/7/71 shop crafts agreement, article IV, to be used.
18. **HEARINGS AND INVESTIGATIONS**
Gang foremen shall be compensated at the punitive hourly rate when required to attend hearing, investigation, and/or medical examination, when required to do so outside of their assigned working hours.
19. **TRAVEL COMPENSATION**
An employee covered by this rule who is not furnished means of transportation by the carrier from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the carrier, he shall be reimbursed for such use of his automobile at the rate of 16 cents per mile.
20. The carrier to continue the periodic and special examinations of gang foremen, with the option to the employee, of using either his own doctor or the company doctor.
21. One year contract.

FEDERATION—Amended Positions—Section 6.

1. Removal of all time clocks. B-F-carmen.
2. Rules dealing with retention and accrual of seniority of employees promoted to official status to be revised to provide that retention of seniority shall be contingent upon maintaining membership in good standing in the organization. Failure to maintain membership in good standing to result in deletion of the official's name from the rosters. B-F-clerks.
3. **ADJUSTMENT OF RATE SCALES FOR APPRENTICES**
After rate adjustment, prorate apprentice wage rates for each period or apprenticeship to provide that each apprentice shall be receiving no less than 9 cents below the then existing journeyman rate in his last apprenticeship period.
4. **OUTLYING POINTS AND SHOPS**
Amend existing rules and agreements to provide at the request of the general

chairman the carrier shall, within 10 days, undertake a continuous joint check of the work performed for a period of 6 months. The time limits in this paragraph may be extended by mutual agreement.

5. **RULE 19**

Amend rule 19 of the July 1, 1949, agreement to provide that an outlying point as the term is used in reference to rule 19 is understood to mean a minor inspection or repair facility (enginehouse or car shop) where the total number of regularly assigned positions, excluding relief positions, does not exceed five mechanics or 10 employees.

6. **APPRENTICES**

Effective January 1, 1972, a ratio of 1 apprentice to every 5 mechanics will be established. Upon completion of apprenticeship period, apprentices shall be placed on the roster as journeymen. At anytime the ratio of apprentices is not 1 to 5 mechanics in each craft, the senior apprentice of apprentices to receive the pay equivalent to the number of apprentices not employed.

7. **COMPANY VEHICLES**

Amend the classification of work rules of the July 1, 1949, agreement for the affected crafts to provide for the servicing and repairing of all automobiles and trucks used by the carrier, whether owned or leased.

8. **DIFFERENTIALS**

Amend existing differentials as listed in article "A," 3, of this notice to provide a 6 cent hourly differential for all machinists and electricians employed in the plant maintenance department and to further adjust this 6 cent hourly differential in accordance with article "H," (A), contained in this notice.

9. **CLARIFICATION OF WORK**

Establish a clarification of work for the electricians and sheet metal workers to denote what work belongs to the maintenance of equipment department and what work belongs to the maintenance of way department.

10. Rule 6 of the maintenance of equipment agreement to be incorporated into rule 7 of the maintenance of way agreement in reference to the distribution of overtime by the committeemen. B-F-Teamsters.

11. **RULE 66**

Amend rule 66 to provide for at least two inspectors in each department.

**SUPERVISORS—Amended positions—
Section 6.**

1. **RULE CHANGES**

1-A-1 Omit consideration, ADD PREFERENCE.

3-D-2 Omit or seasonal position or vacancy may.

3-E-1

(d) Omit transferred or, after An employee.

3-F-1

(b) Omit when the requirements of the service permit.

Add (written) after upon.

4-E-1 Omit (5) Add (7) before days.

2. **ADJUSTMENT OF STRAIGHT TIME RATES**

Effective January 1, 1972, all straight time rates for employes covered by the agreement shall be granted wage adjustment to bring their current rates to that of supervisors in Lodge 851 and Lodge 851A parity. (Assistant-manager and chief-supervisor equal to assistant-foreman- Lodge 951A, and supervisors equal to gang-foremen- Lodge 851 Mechanical.)

3. **EQUALIZATION OF WAGES**

All employes covered by this agreement will be brought up to parity with the top rate of the mechanical gang foreman, effective January 1, 1972.

4. **TIME ALLOWANCE**

All assignments shall provide for basic day inclusive of the time required to make transfer, checking men in and out of tours of duty, checking time cards and incidental clerical work.

5. **Gang foremen will be trained for any position in preference to junior or new employes.**

6. **SAVINGS CLAUSE**

Differential of pay between highest paid employe and gang foreman supervising employe to be maintained by similar increase to gang foreman if disturbed at any time for any cause by increase to employe.

7. **TRAINING PROGRAM**

That the carrier and organization jointly formulate a training program for all gang foremen. This training shall be separate and apart from their relief days and regular daily assignments. The carrier to compensate at the pro rata rate while in training.

8. **OVERTIME**

The supervisor in charge at the point where it is necessary to work overtime will advise the local committee the number of employes needed to work on a specified job, and the local committee will arrange to supply the necessary employees.

9. **SICK PLAN**

Continue CT-8 sick plan under a negotiable rule in line with managerial personnel.

10. **SUPERVISING EMPLOYEES**

When two or more employees are stationed at a terminal or point, they will be supervised by a regular gang foreman covered under the scope of this agreement.

11. **DISCIPLINE RULE**

The language on this is being discussed.

APPENDIX F

The Carrier's Proposals

Article I—Adjustment of Straight Time Rates

(1) Effective January 1, 1972, all hourly, daily, weekly, or monthly rates will be reduced by 10 percent.

(2) Effective January 1, 1972, all differentials in pay within the various job classifications shall be eliminated in order that rates of pay will be standardized and limited to transit parity.

(3) Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which provide for arbitrary payments or special allowances that conflict with the payment of straight time on a minute basis for service performed shall be abrogated.

(4) Effective January 1, 1972, all time on duty within the prescribed 8 hour assigned working day shall be compensated for on a minute basis at the straight time hourly rates established under item No. 1 of this article I. All rules, agreements, practices, understandings or interpretations, however established, to the contrary of this item No. 4 of article I shall be abrogated.

Article II—Adjustment of Overtime Compensation

(1) Effective January 1, 1972, all employees called or notified to perform service before or after their assigned working hours will be compensated for on a minute basis at the time and one-half rate for actual time expended.

(2) Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which provide for double time compensation for Sunday work shall be abrogated.

(3) Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which require a minimum of 8 hours overtime to cover a vacancy shall be abrogated.

(4) Effective January 1, 1972, overtime shall not commence or accrue until the expiration of 8 consecutive hours from time of first reporting for duty.

Article III—Sick Leave Agreement

(1) Effective January 1, 1972, the sick leave agreement will be modified and/or amended to provide that sick wage payments will not begin until a period of 5 working days has elapsed in each period of sickness. Under no circumstances will sick leave be paid for illness less than 5 working days.

(2) Effective January 1, 1972, the sick leave agreement will be modified and/or amended to provide for the abrogation of any requirement that sick payments will be made during any period an employee is absent account of an on-duty injury.

(3) Effective January 1, 1972, the sick leave agreement will be modified and/or amended to exclude payment beyond the employee's bank; i.e., the provision requirement that stipulates an extended period of payment at the 60 percent rate will be discontinued.

(4) Effective January 1, 1972, the sick leave agreement will be further modified and/or amended to provide that no sick benefit will be paid on any holiday or during any period which a holiday falls.

Article IV—Personal Leave

Effective January 1, 1972, provisions of the personal leave agreement shall be modified to provide the carrier with a minimum 24 hour advance notice in lieu of the present advance notice requirement.

Article V—Holidays

(1) Effective January 1, 1972, all rules, agreements practices, understandings or interpretations, however established, that require the carrier to allow an employee to be off on his birthday or receive additional compensation beyond the straight time rate on a minute basis for working his birthday shall be abrogated.

(2) Effective January 1, 1972, all rules, agreements, practices, customs, understandings or interpretations, however established, which permit an employee to "move" a given holiday when the given holiday falls on said employee's rest day shall be abrogated.

(3) Effective January 1, 1972, all rules, agreements, practices or understandings, however established, which require payment for more than 1 day's pay at straight time rate to employes on vacation shall be abrogated. The effect of this provision will insure that an employee on vacation will not be additionally compensated for any holiday(s) which may occur during said vacation period.

(4) Effective January 1, 1972, all rules, agreements, practices and interpretations, however established, which require the carrier to compensate an employee beyond the rate of time and one-half on an actual minute basis for work performed on a holiday shall be abrogated.

(5) Effective January 1, 1972, all employees will be required to work the day before and the day after the holiday in order to qualify for compensation on a said holiday. All rules, agreements, practices, understandings or interpretations, however established, contrary to the provisions of item No. 5 of this article V shall be abrogated.

Article VI—Vacations

All rules, agreements, practices, understandings or interpretations, however established, which are contrary to the qualification requirements of the national vacation agreement of December 17, 1941, as amended, for the granting of vacation time earned shall be abrogated. The parties shall meet to negotiate a vacation rule in accordance with the qualifying requirements of the aforesaid national agreement.

Article VII—Advance Notices in Cases of Furloughs and/or Abolishments

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, providing for advance notices in cases of furloughs and/or abolishment of positions exceeding 5 working days shall be abrogated and the parties shall negotiate one standard stabilization agreement to be applicable to all nonoperating organizations on the Long Island Railroad. Any agreements so negotiated shall provide carrier with the necessary latitude and flexibility to conform its operations to any operating circumstance.

Article VIII—Standard Appeals Rule

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, providing for time limits on appeals shall be abrogated. The parties shall meet to negotiate a standard appeals rule which will be applicable to all nonoperating organizations. The effect of this provision should standardize the appeals procedure on the Long Island Railroad.

Article IX—Establishment of 6-Month Probationary Period

Effective January 1, 1972, all newly hired employees will be required to serve a 6-month probationary period before they will be considered full time Long Island Railroad employees.

The effect of this proposal will allow the carrier to remove from service, without trial, any employee who fails to meet the standards during the 6-month probationary period following the initial employment date.

Article X—Bulletining Positions

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which require the carrier to bulletin positions of employees absent for any reason for more than 30 days shall be abrogated.

Article XI—Covering Vacancies

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which require the carrier to fill vacancies of employees laying off shall be abrogated.

Article XIII—Carrier's Managerial Right to Establish, Abolish, Move, Consolidate, Extend Jurisdiction of Assignments and/or Blank Assignment

Effective January 1, 1972, the carrier shall have the unqualified right to establish, abolish, move, consolidate, extend jurisdiction of assignments, and/or to blank assignments under any circumstances and to distribute any work in any one of the following 3 years or in any combination thereof: (a) to other employees of the same craft or class; (b) to employees of other crafts or classes when the duties are not exclusively those of the craft or class in which the position was abolished; (c) to supervisory employees who are either wholly or partially excepted from agreements or who are represented by supervisory organizations.

All rules, agreements, practices, understandings or interpretations, however established, applicable to any class, grade or craft of employee, which conflicts with this shall be eliminated.

Article XIII—Checking In and Out

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which provide an allowance for checking in and out shall be abrogated, where applicable.

Article XIV—Contracting Out of Work

Effective January 1, 1972, all rules, agreements, practices, understandings or interpretations, however established, which prohibit the carrier from contracting out of work or unit of exchange shall be abrogated.

Article XV—Monetary Claims

Monetary claims based on the failure of the carrier to use an employee to perform work shall be invalid unless the claimant was the employee contractually entitled to perform the work and was available and qualified to do so. A monetary award based on such a claim shall not exceed the equivalent of the time actually required to perform the claimed work on a minute basis at the straight time rate, less amounts earned in any capacity in other railroad employment or outside employment.

Article XVI—Safety Goggles

All rules, agreements, practices, understandings or interpretations, however established, which stipulate that the carrier will provide employee with safety glasses if required shall be amended to read safety goggles.

Article XVII—Jury Duty

All rules, agreements, practices, understandings, or interpretations, however established, with respect to jury duty shall be abrogated and the following shall govern:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or service under Federal, State, or municipal statute.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 30 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (5) When an employee is excused from railroad service account of jury duty, the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

Article XVIII—Accident Reports

All rules, agreements, practices, understandings or interpretations, however established, with respect to the filing of accident reports shall be abrogated and the following shall govern:

"Employees injured at work will prepare accident reports as soon as possible, and as completely as conditions permit. Proper medical attention will be given at the earliest possible moment."

Article XIX—Term of the Contract

The term of the contract to be negotiated by the parties shall be of a 3-year duration.

Article XX—Savings Clause

Where an existing rule, agreement, practices, understandings or interpretations, however established, applicable to any class, grade, or craft of employees, is considered by the carrier to be more favorable than a rule resulting from any of the foregoing proposals, such rule, regulation or interpretation may be retained by the carrier.