

August 1, 2002

Michael Doyle
General Chairman
ACRE Local Division 9
420 Lexington Avenue
Suite 215
New York, NY 10017

Dear Mike:

So much has been communicated concerning the formation of The Association of Commuter Employees (ACRE) it's current operations and the special relationship it shares with MTA Metro-North Railroad. In a letter to the membership from Jack Gaines dated March 3, 2000, he states "We will provide factual information and rely on the truth." We'll Mike, let's see how far ACRE and it's officers are willing to stand behind this commitment in providing the membership with factual information so that we may determine the real truth behind the formation, operation and special relationship ACRE shares with MTA Metro-North. Jack claims "rest assured we are prepared to fight for the history we have made."

Let's review this history and see where it leads. Acre officially came into existence on MTA Metro-North property on March 3, 2000. Prior to March 3, 2000, did you or any other officers from BLE Division 127 or UTU Division 77 receive any form of compensation from The Metropolitan Transportation Authority or Metro-North Railroad for the formation of, or for the campaigning for ACRE? Did you or any other officers go on Light Duty for any length of time prior to March 3, 2000? If you or anyone else was placed on Light Duty then provide the dates and amount of compensation received for this period. Was any financial assistance provided to anyone for the formation of ACRE from the MTA or Metro-North? Did you or any officers claim lost earnings against the BLE or UTU during the campaign for ACRE? Do you or any other officers from ACRE have an understanding concerning employment opportunities within the MTA if Acre fails or if you are removed from office?

In a letter to the membership on December 8, 2000, signed by you and three other General Chairman it states "... all of our officers work full time for Metro-North and most draw a salary from ACRE. Two of our officers, General Chairman Bottalico and General Chairman Mike Doyle are on full time union release positions which have been negotiated with MTA Metro-North Railroad." Please provide a copy of this agreement. It is important for us to know the parties involved in the negotiation of this agreement, when this agreement was negotiated, what the compensation and benefits involved are and what work and time requirements are required of you for this compensation. Also stated in this letter "Metro-North approached ACRE and asked us to assign one officer from each craft to handle all of these various conferences under the agreement so that they could better manage backfilling the vacancies." Vice General Chairman Sanzari and DeAndrus are working daily with Metro-North. Provide the documentation from Metro-North requesting this help. Provide compensation, benefits, work and time requirements for these positions. Whom in ACRE was responsible for their selection and what criteria was used in determining their appointment to these positions. If Metro-North wanted an officer from each craft then why wasn't an officer from the Yardmasters or Train Dispatchers selected for a position? In our April run book the company provides 46 extra list jobs for managing employee vacancies. Metro-North totally controls the extra list. They take into account for employee vacations, single day vacations, personal days, sick time, book of rules, physicals, etc., when making weekly adjustments to the extra list. Now all of a sudden, Metro-North claims to need special help in managing these two vacancies from the extra list?

Explain how ACRE officers can allow themselves to be placed on an MTA payroll since this is the very organization for which they were elected to protect our membership rights from. If this doesn't show a true conflict of interest then we should all save ourselves \$80.00 a month in union dues and become non-agreement employees for Metro-North. Why bother belonging to ACRE whose own officers feel that it is more advantageous in being on Metro-North's payroll, then in solely belonging to the union which they created. Of all the unions which I know of that have some type of agreement where union personal are required to work with an organization, never is any union officer ever involved. The persons who fill these positions are elected by the membership. Why didn't the

MTA have this type of agreement with the BLE or UTU, or currently with any of the other unions which are on Metro-North's property? How are we guaranteed protection from this conflict of interest? Doesn't the MTA and Metro-North require their officers be free from all conflicts of interest?

Throughout the campaign for Acre, one of the major themes was a monthly dues reduction. In your letter dated January 20, 2000, "ACRE will provide us the resources to acquire office space in Manhattan and IT WILL ALSO ALLOW US TO REDUCE THE CURRENT DUES. We advocate returning a portion of this money to be determined by our members back to the membership THROUGH A DUES REDUCTION." This letter was signed by you, Richard Engel, Ronald DeAndrus, John Potthast and Richard Gunderman. To date, no dues reduction has ever occurred nor is it likely one will occur. The reason behind this was because the proposed reduction in union dues was so insignificant the membership present decided to keep our dues the same. This was to insure that ACRE got the financial resources it would need to succeed. A fact that needs to be brought out is that of the five officers who signed this letter not one spoke up to keep ACRE's main campaign promise. To this day, they have remained silent. Once ACRE's financial position did improve, I believe they were rewarded with salary increases.

Stated in a ACRE letter dated Spring 2000, "As a new Labor Union, we must carefully monitor all expenses and seek ways to hold down variable costs in order to ensure financial stability." Explain why not one financial document has ever been released to the membership. Release our annual reports and the C.P.A., findings on our Executive Board and Local Division. We have the right to see how much money is taken in, how much is being spent, who is spending it and on what it is being spent on, and the salaries of our officers.

In a letter dated March 3, 2000, "ACRE's members maintain control of their organization through a Constitution written to be understandable, democratic and user friendly." Provide these documents. Provide us with the names of the persons who were responsible for writing up our Constitution and Division By Laws. Why during the creation and implementation of these important documents wasn't the membership given the opportunity to see or voice our concerns or to even suggest changes. The membership had no say what so ever in the rules and procedures which we must now follow and work under. Our only recourse is for an amendment after the fact.

Let's look into our union meetings. Under Division 127 meetings were held on Saturdays. Under Division 9 the meetings were changed to Mondays, the feeling being more people would attend. According to our run book dated April 7, excluding extra list positions there are a total of 253 engineers jobs. Breaking these jobs down into days off we find the following: 15 jobs are off on Friday and Saturday. 121 jobs are off on Saturday and Sunday. This makes for a total of 136/253 jobs which are off on Saturdays, this represents 54% of the workforce. 31 jobs are off on Sunday and Monday. 7 jobs are off on Monday and Tuesday. This makes for a total of 38/253 jobs which are off on Mondays, this represents 15% of the workforce. So ACRE changes our union meetings from Saturdays where 54% of the membership could attend union meetings to Mondays where only 15% of the membership could attend. Provide the minutes of the meetings along with the attendance records for the past two years. It should be interesting to see how many members are making changes and other important decisions for our Local. Ironically, ACRE holds its Picnic, Dinner Dance and Golf Outings on Saturdays.

In a letter dated Spring 2000 "The Board is exploring the advantages and requirements of affiliating with the AFL-CIO. This can be a long process and take up to two years before final approval." Jack Gaines states in a letter dated April 23, 2002, "ACRE continues to have a very positive working relationship with Sony Hall and has never been turned down for affiliation by either the TWU or the AFL-CIO." Provide copies of any letters which have been sent out to any National Labor Organization for affiliation. Include any responses back from these Internationals. It has been over two years now and no concrete information has ever been reported back to the membership. I trust that the Executive Board of ACRE is not under the perception of trying to declare themselves an International Labor Organization.

There seems to be some misunderstanding about where to send mail so that it reaches our ACRE officers. The ACRE letterhead and return envelopes read ACRE 420 Lexington Avenue Suite 215 New York, NY 10017. Unfortunately when certified mail is sent to this address it is marked "Return to sender--Refused." Secretary / Treasurer Joe Lindenberg has written some members using the above letterhead advising them to write to him at ACRE Local Division 9 PO Box 230 Brewster, NY 10509. Please inform us as to which address we can forward written correspondence to and keep in touch with our union officers. Why does ACRE refuse certified mail? Are we experiencing some legal or financial problems which cause an organization to refuse certified mail. Maybe you

just don't want to hear from the membership.

Within ACRE's Constitution under the heading Members Bill Of Rights it states "Each member of ACRE shall have the right to a copy of the contract and all letters of understanding agreed to by ACRE." Provide a copy of any and all changes you have agreed to with the MTA or Metro-North both verbally and in writing concerning our Collective Bargaining Agreement since March 3, 2000. This should include any side bar letters, verbal understandings, the changes to the 14B agreement, pre and post holiday schedules, sick time policy, job changes, changes without a pick (this July we had 59 job changes made to our April run book without the use of a engineer pick) and the all elusive CMS agreement (pre ACRE but you signed it and to date have failed to release it) and any other agreements which are not mentioned above. Explain in detail why these changes were necessary in the middle of a contract. Of great concern are the changes which you made to our 14B agreement. You had sent out numerous letters proclaiming Division 127 success in achieving a 14B understanding with Metro-North. When engineers were to claim a 14B and even turn around points. Shortly after ACRE's inception, most 14B claims are being denied since this agreement has been watered down virtually into non-existence.

Some of Metro-North's job changes in the middle of a pick seem only to accomplish their goal of reducing overtime and have nothing to do with schedule improvements. For example in the April 7 run book job E 161 is on duty at 05:22 off duty at 15:21 with a meal period. This job operates trains 605, 638, 535 and 560 and was paid 1 hour and 59 minutes overtime for a weekly rate of \$1702.48. This July, job changes for service improvements were made. Job E 161 now reports on duty at 05:22 and off duty at 15:26 with a meal period. This job still operates trains 605, 638, 535 and 560 but now includes swing time from 10:00 till 11:45. This job now pays only 19 minutes overtime for a new weekly rate of \$1563.95. Due to service improvements we now have this engineer working an additional 25 minutes per week and bringing home \$138.53 less for his efforts, for a yearly income loss of \$7,203.56. Job E106 works from 09:43 till 21:03 with a meal period and swings from 15:15 till 17:15. From what I understand swing time was intended to let Metro-North use an engineer to cover both ends of the rush hour with a 4 hour swing so he was rested to accomplish his run under the hours of service. Looking through our run books this seems to be the exception. Swing time is being used to eliminate overtime from jobs which do not cover trains on both ends of the rush hour. Amazing how you have blamed our prior leadership for the implementation of swing time on Metro-North, but you yourself have done nothing to eliminate it from our contract. Provide us with the parameters with which the company can put swing time within our runs and what is being done to prevent service improvements like this.

In your letter to the membership in February 1999 you state "the crew book and overtime are completely controlled by the carrier as per our 1983 Agreement and they are obviously are extremely unlikely to relinquish that control." Within our run books there is a big disparity in salaries with relationship to which line and what terminal one works out of. Is Metro-North and ACRE aware of or even care about the financial discrimination which is taking place between divisions and terminals? In reviewing the July Run Book we find the weekly pay rates for the terminals to be as follows:

Terminal	With Yard Jobs	Without Yard Jobs
GCT	\$1452.65	\$1531.02
Stamford	\$1740.82	\$1748.78
New Haven	\$1617.93	\$1648.31
Danbury	\$1884.83	\$1884.83
North White	\$1681.44	\$1715.06
Brewster	\$1619.62	\$1640.33
Harmon	\$1636.08	\$1734.86
Poughkeepsie	\$1665.73	\$1665.73

By Divisions	With Yard Jobs	Without yard Jobs
GCT	\$1452.65	\$1531.02
New Haven	\$1747.86	\$1760.64
Harlem	\$1650.53	\$1677.70
Hudson	\$1650.91	\$1700.30

For a union which claims to be democratic where everyone pays the same amount of union dues and is treated

equally, depending on what division and in which terminal an engineer works out of we have some major pay differences to contend with. Engineers are being forced to work in outlying terminals due to engineer displacement because of these financial differences. As can be witnessed by the bid sheets every week, why would anyone want to work out of GCT when they could easily make a minimum of \$10,000.00 or more by going to another terminal. How many jobs out of New York go no bid every week and are re-bid. The real question becomes if the union knows that these huge pay disparities exist why is not more pressure being put on Metro-North to equalize the money differences between these divisions and terminals.

Explain how ACRE provides for the training of our officers both on the Executive and Local Division levels. How does ACRE prepare our officers to deal with union issues, carrier issues, contract negotiations, contract enforcement, handling claims, employee investigations, rights, discipline, terminations and appeals? How can we be assured that with ACRE we have the best training available to develop our leaders for today and in the future?

Finally, we come to the all important Section 6 notices. In 1999 you shocked everyone attending the union meeting with the revelation that you and Tony dined frequently with Virgil Conway, chairman of the MTA. You also said that you had offered to the MTA our Right to Strike. Thankfully, they turned it down. We need to know what is on the table for this round of contract talks from both ACRE Local Division 9 and the MTA and Metro-North. To say we get a vote for the contract without knowing what both parties expect from each other is totally unacceptable. Please provide copies of Local Division 9 Section 6 notice you sent to Metro-North and also the Section 6 notice which Metro-North sent to us. This way the membership can be informed as to what each side wish list looks like and can be compared to at voting time. It is important for us to be informed as to your stance on our bloodline issues concerning our Right to Strike, FELA, and Railroad Retirement.

In the mailings and newsletters from ACRE, statements are made informing the membership of ACRE's concerns. Then ACRE goes on to coax the membership in what to expect from other discerning points of view, unions or individuals. Acre seldom provides any factual supporting documentation with these mailings. They expect the membership to blindly follow its officers and actions. In the two years since ACRE has been on the property, they have delivered nothing. They have the membership focused on some future contract instead of looking around at what they are doing. Everything which they have done with Metro-North remains a mystery. Only after we have received the above information and agreements from you, can the membership put together the truth regarding the formation and philosophy behind ACRE and its officers. Basically, if you have agreed to it and we have to work under it, if ACRE and Metro-North enforce it, then provide us with this information so we can live up to it and know exactly what we are entitled to. Hiding contracts or agreements and keeping the membership in the dark only fuels speculation and rumors. Earlier it was stated that ACRE will provide factual information and rely on the truth, it will be interesting to see how you respond.

Sincerely,

James W. Ekberg

P.S. I sent a letter to Jack Gaines as editor for News By The ACRE at the above address in March 2002. To date, I have not received any response from Jack, perhaps he has learned something from you. This is especially disturbing to me since I am a member of ACRE. I have taken the liberty of personalizing a copy for you. Please see to it that someone addresses these concerns.

Sent via certified mail

