Labor Implications for Paratransit Service

Workshop 3 Resource Paper
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LABOR ARRANGEMENTS

Mass Transit

The transit industry as a whole is well organized, and collective bargaining has been an accepted practice for nearly 100 years in many areas (1). The principal unions organizing local transit employees are the Amalgamated Transit Union (ATU), which accepts into membership all nonsupervisory employees; the Transport Workers' Union of America (TWU), which is also an industrial union; and the United Transportation Union (UTU), which has organized a small number of employees. The TWU is the dominant organization in New York City and several other large cities; however, in terms of the number of collective bargaining contracts, the ATU is by far the dominant union in the transit industry.

Generally, vehicle operators represent about two-thirds to three-fourths of the nonsupervisory, nonclerical employees; maintenance workers account for the rest. Accordingly, the key occupation for purposes of collective bargaining is the vehicle operator; and, since the industry has generally been considered a public utility, usually only a major company or authority employs any substantial number of workers in a single city.

Unique to transit are various problems relating to work hours and arising from having to establish vehicular schedules and divide them into work assignmets, a process that is further complicated by state and federal laws, e.g., the maximum hours of service established by the Fair Labor Standards Act. Hours of work are to some degree unequal among employees and come at irregular times. Many employees work split shifts; they have their tours of duty generally during rush hours and are off during periods between. As a result, a whole complex of working practices has developed, regulating hours of work, providing minimum guarantees for single tours of duty per week and per day, providing premiums for long spreads on split shifts, and generally meeting the unique problems of the industry. These provisions are complex, and, even though there has been some effort toward standardization of practices, contracts in transit are not in general agreement as they are in manufacturing industries (2).

The transit industry has a fairly simple hourly wage rate structure, mainly because of its local market, single product, and concentration of employees as vehicle operators. Fringe benefits in transit are somewhat typical, including vacation and holiday pay, pensions, and insurance. In a sample of 10 southeastern properties examined, fringe benefits ranged from 27 percent to 38 percent of total payroll costs, or between 17 and

29 percent of total revenues. Management has long felt that the base rate constitutes the major element of compensation, as do unions, and this item becomes the single most important issue. After World War II, management was unable or unwilling to allow large increases in wage settlements, but did negotiate substantial fringe packages for many properties (3).

With respect to hours and working conditions, management is faced with the problems affected by the patterns of riding, for example, length of regular runs, premiums for split runs above specified spreads, and guaranteed proportions of straight runs. These local riding patterns are likely to be of importance in the bargaining, and union officers generally emphasize the premium character of such provisions. These provisions are designed to compensate the employee affected by abnormally undesirable assignments for the burden of such conditions, where management cannot or will not respond to the penalty imposed on continuing them. However, the employees may be forced to choose among several evils; e.g., otherwise desirable spread premiums may induce management to avoid their payment by increasing the number of short unassigned pieces of work to be performed by extra employees. The same result can be achieved in smaller operations by reducing the basic workday to less than half the base period during which vehicular service is maintained.

Paratransit

Paratransit can be defined as those forms of intraurban passenger transportation that are available to the public and are not distinctly conventional transit—scheduled bus and rail—and that can operate on the highway and street system. This definition excludes strictly private services such as the private automobile and systems such as personal rapid transit that requires its own guideway. The definition does include hybrid services such as hail-a-ride and subscription taxicab (4, p. 251).

It has become a familiar cry of transit operations that the labor costs are an increasingly large portion of total costs of operations. The labor aspect is important for paratransit operations and is likely to be the critical factor in determining the viability of paratransit modes under a number of demand conditions. Paratransit operators can be (a) unionized bus operators with strict union regulations regarding salaries, fringe benefits, and work rules; (b) unionized taxi drivers with union work rules that are less strict than those for bus operators, but with restricted length of shifts and percentage commission to be taken by the driver from total receipts; (c) free-lance drivers who drive many of this country's cabs, either as an owned, rented, or leased vehicle, and usually work their own hours; (d) the traveler in the case of daily or short-term rental car, car pools, and sometimes subscription bus; and (e) part-time or volunteer drivers in the case of school bus services, some home-to-work subscription bus services, and a variety of specialized services for health care agencies and social service organizations (4, pp. 257-258).

The 2 types of paratransit services for which labor questions seem to be most crucial are dial-a-ride and subscription bus. The ATU visualizes dial-a-ride as a new form of bus service that offers employment opportunities to the city bus operator at union wages and conditions and has opposed suggestions that dial-a-ride be provided by taxicabs. As one ATU official noted (5, p. 235):

> The key to the advanced-system concept known as Dial-A-Bus seems to lie in its application of computer technology to provide flexible, demand-responsive, moderately priced, door-to-door transportation in areas where population densities are far lower than those required to support conventional bus transit.
>
> So far, the transit system in responding to this kind of idea have put it farther back on the back burner. There are only 2 such experiments going on and only one supported by the Department of Transportation, and that one, on a manually dispatched system in New Jersey. This kind of a system can work in areas of densities as low as 2,000 to 3,000 per square mile whereas it requires 10,000 to 15,000 for a bus system to operate. It is our view that if you take Dial-A-Bus

> and combine it with no-fare transit, you will have a dramatic change immediately for the present people who are being called upon to fund systems that will become effective 10, 15 or more years from now. There is a need for the exotic type of experimentation.

However, the same speaker noted that union officials view transit employees as being agreeable to working to seek improvements and changes in transit operations but that transit workers are not docile economic factors in some impersonal equation (5, p. 228). Section 13c of the Urban Mass Transportation Act virtually ensures that the ATU view will prevail in any dial-a-bus project that has financial support from UMTA by prohibiting federal support for services that might worsen the employment situation of transit workers. It has long been a standard union argument that the constraints and restrictions found in working agreements on subjects such as spread-time, the number of regular, straight, and split runs, and minimum pay guarantees are not featherbedding but necessary rules permitting greater flexibility to management in meeting its peak employee requirements. The unions seem to fully appreciate that union policies and demands are cast in the mold of political settings. General agreement can be reached on the point that the union's most important function is to be the exclusive representative of a majority of employees and to resolve diverse and conflicting interests. Initial findings in the collective bargaining study of transit properties in the southeast show that both union and management respondents verify this position and also believe that unions provide an institutional framework within which orderly change can be accomplished through collective bargaining. However, it is this mutual agreement that, in fact, may prevent change, particularly in the area of paratransit.

Subscription bus services have a related but somewhat different problem (4, pp. 215-250). As a specialized service for activities such as peak-period service, subscription buses require drivers only for short periods of time. If part-time drivers can be used, as in some operations, then the costs can be substantially reduced. A problem may exist with several public authorities as to their flexibility in allowing subscription services in terms of both operating rights and potential fundings. Management of several public operations in the southeast has voiced an opinion that they are opposed to subscription bus service and would lobby to prevent its operation. One property is supplying drivers and maintaining the buses, but not handling any other functions of the operation, which has resulted in a lower than projected ridership. In one other situation, schedules were readjusted and new buses were placed into service after a proposed subscription bus service petition was presented to the authority.

In car pools and van pools, the driving burden is generally shared on a rotating basis by the members, and as a result they avoid labor problems. Subscription bus operations and some van pools use specifically assigned operators to provide the service. Generally, they fall into 2 categories. In the first type of operation, vehicles are chartered or leased from transit companies along with the operators. In such operations, labor rules play an important role, for the transit company is required to use full-time union drivers whose wage rates and fringe benefits are usually fully allocated to the subscription bus service along with prorated overhead costs. The second type of operation employs part-time drivers who are actually making the trip along with other passengers. Resultant cost savings are passed along to riders (4, pp. 167-186).

It has been reported that jitney operations can be profitable (in both an economic and a social sense) in at least 2 types of demand environments: in low-income areas inadequately served by bus or taxi and at tourist resorts. As noted, these services appear to operate at fairly low levels of profitability under tightly restricted entry conditions (4, p. 170). Jitney operators are private entrepreneurs who own their vehicles, retain all of their passenger receipts, and work whenever they like within the constraints of the schedule roster. There is a nonprofit, cooperative Jitneymen's Association to which all franchise holders belong and which is apparently responsible for the establishment of work rules and conditions of operation. We have not been any more successful than others in attempting to obtain a copy of work rules or operating regulations; however, as other researchers have reported, some of the work and operating rules are as follows:

1. Jitneys are allowed to overtake other jitneys when the overtaken jitney is either full or has stopped to allow for passenger exit or entry;
2. Jitneys that enter the system must do so at one of the ends of the route, but, at the start of a shift, may enter at the point nearest the operator's home, avoiding concentration of vehicles at the 2 ends of the line at the beginning of shifts;
3. Operators are supposed to minimize conversation among themselves while on duty; and
4. There are no seniority advantages in the operating procedures.

In the association, the profits are divided among the operators, and there is a limited death benefit and sickness provision (4, pp. 173-174).

In the 2 systems that have been reported, there is apparently voluntary compliance with working rules developed by the association of drivers. Such rules establish the hours of work, duration of runs, and times off. The "loose" association seemingly works well for limited areas, but any analysis of comparison with bus and rail transit operations is difficult (4, p. 176). As one UMTA official noted (6):

> UMTA's clearly established position as a supporter of paratransit, however, should be footnoted with this word of caution: Of late there has been quite a lot of talk about how jitneys might prove to be the answer to all of our transportation problems. Critiques have been written, and studies have been commissioned that purport to demonstrate that jitney transportation can replace regularly scheduled transit and perform the job better, cheaper and more efficiently. This view would seem exaggerated. While jitneys have a rightful place in a total transportation system, their limited capacity and labor intensiveness makes them a poor substitute for regular transit in the dense portions and heavily traveled corridors of metropolitan areas.

COLLECTIVE BARGAINING

Industry characteristics significantly influence collective bargaining. Because the industry is composed of local firms that have a monopoly on their product markets, the bargaining unit is coexistent with the firm; and, because the industry supplies an important public service, government interest in collective bargaining has been significant. Until recently, that interest has been exercised primarily by state and local bodies; but, with declining patronage and revenues, a shift to public ownership has occurred, and that has greatly increased government interest in the collective bargaining picture. This interest has significant implications, both explicit and implicit, for paratransit decisions.

When there are several transit firms in an urban area, bargaining is normally on a company-by-company basis, although organized labor would prefer to bargain with all area firms simultaneously to alleviate discontent over wage differentials. However, there never has been strong pressure for consolidation of bargaining, only consolidation of all employees in one bargaining unit for each property. This direction of collective bargaining may have significant long-range implications for paratransit. Because firms seldom have competing lines, they do not compete in the product market, and the multifirm bargaining that a union considers necessary in this circumstance is not required. The establishment of regional transportation authorities has in some cases had the effect of consolidating all of the area's bargaining units into one large unit.

The management organization for bargaining is similar for both private and public systems, i.e., companies traditionally bargain independently with little cooperation or collaboration even though the firm belongs to one of various employer organizations. However, in a number of ways, there are important differences between private and public systems. First, they operate under different goals: The private systems attempt to maximize profits under constraints of imposed fare and schedule requirements; the public systems attempt to maximize service and minimize fare under constraints in nonsubsidized cases of zero profits (1). However, in both cases, management will attempt to keep wages in line because increased wages normally will result

in both decreased profits and decreased passengers. The second difference is the source of management's decision makers. In the public authorities, the governing board is composed of political appointees or elected officials. Thus, the potential influence of political considerations is greater in public systems; e.g., pressure to decrease unprofitable routes clearly will be greater on a profit maximizer than on a "vote maximizer." The third difference is the source of funds and the commitments or conditions of fundings. Private companies seldom get substantial subsidies from government sources and, when given, funds usually are tightly constrained. Public systems are removed from the market pressures; however, the requirements for the maintenance of efficient operations come from the donor of the funds (8). It must be noted that efficiency can be diluted by political pressures against layoffs and by consolidations or discontinuance of nonprofitable segments of the operation.

When a transit system becomes publicly owned, its collective bargaining is no longer under the jurisdiction of general federal labor legislation. As a public agency, the transit system's labor relations are normally governed by state labor laws covering public employees in general or by laws specifically covering transit operations. Although no federal labor law directly covers transit workers, systems that receive money under the Urban Mass Transportation Act of 1964 must comply with the labor protection requirements of section 13c of that act. Since almost all public transit systems have received federal aid, the labor provisions of the act cover most of the industry's public sector. Moreover, section 13c has had a major influence on state legislation dealing with labor relations of public transit. Even without requiring a procedure for impasse resolution and employee protection, section 13c has been made a major factor in collective bargaining.

SECTION 13c OF THE URBAN MASS TRANSPORTATION ACT

The Urban Mass Transportation Act of 1964 provided for a program of loans and grants to assist states and other localities (a) to develop improved mass transportation facilities, equipment, techniques, and methods with the cooperation of mass transit companies, both public and private; (b) to encourage the planning and establishment of areawide urban mass transportation systems needed for economical and desirable urban development with the cooperation of mass transportation companies, both public and private; and (c) to assist state and local governments and their instrumentalities in financing such systems to be operated by public or private mass transportation companies as determined by local needs (9).

Although Congress did not see the future clearly with respect to employment and survival of the private transit systems, it did recognize employment protection. The language of the statute and the intent of Congress provide the direction for administration of section 13c. Section 13c provides as follows:

> It shall be a condition of any assistance under section 3 of this Act that fair and equitable arrangements are made, as determined by the Secretary of Labor, to protect the interest of employees affected by such assistance. Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training or retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended. The contract for the granting of any such assistance shall specify the terms and conditions of the protective arrangements.

Under the arrangements between the transportation and labor departments, a copy of application for federal assistance and a request for the certification referred to in the act are reviewed by the Department of Labor. The Department of Labor position appears to be that, to facilitate review, the section of the application concerning labor and relocation should estimate the effect of the project on employees of the firm to be assisted and on "transportation employees of any other 'carrier' in the service area of the project," including the possible impact of the project on their collective bargaining contracts, employment rights, privileges and benefits, and overall position with respect to their employment. In addition, the application should identify the labor organization representing such employees. The labor department has interpreted the intent of Congress, in the administration and review of section 13c, to include only covered employees under the protection of section 13c. In other words, unless an outside party represents a paratransit element, whose employees are not normally formed into a collective bargaining unit, then there has been no real effort to protect those employees who may be negatively affected by federal fundings of a mass transportation project. The labor department gives the applicants for federal assistance or the operating company or both on the one hand and the union representative of the employees on the other the greatest possible latitude and encouragement to develop their own mutually acceptable arrangements to protect the interest of employees who may be actually or potentially affected. It might be suggested that other employee interest (notably paratransit) does not seem to be represented in the decision-making process—an institutional problem that may be treated through either appropriate legislation or administration of the review procedures or both.

Transit operations that have been taken over publicly, many times by the same bodies affecting paratransit operations (i.e., granting of operating rights, rate regulation), find themselves in apparent conflict of interest positions. No clear pattern of resolution, including consideration of paratransit operations or employees, could be found. The problem, or potential problem, is resolved by definition, at least to the parties seeking federal funding under the act. The Department of Labor has generally been concerned only with bus and rail mass transportation operations in its interpretations and administration of section 13c. The prevailing view seems to be that Congress clearly intended to protect employees of existing systems in a related geographical area and fully intended to protect those employees in advance, notwithstanding the probability or possibility of adverse effects in the future, or on paratransit systems.

The Department of Labor has developed its administration of protective arrangements under section 13c and section 52f from its interpretation of the legislative history and the administrative decisions, including several court cases concerning section 52f. Administration of these provisions has been directed toward an emphasis on the collective bargaining arrangements, particularly at a local level, that can be negotiated. Several major criticisms of the labor department have been directed toward the time consumed in processing an applicant's grant proposal while awaiting certification of the employee protection provisions; a labor-biased administration that unduly favors unions; and poor communications in relaying necessary information about the direction of the conditions contained in various section 13c agreements. Space prohibits any real examination of the claims, but one finding from our research seems to indicate that section 13c agreements are independent of the collective bargaining relations over contracts covering normal operations that specify wages and working conditions. Although implicitly there are direct connections between contract negotiations and conditions agreed to under section 13c, the 2 sets of relations seem to be treated separately. This is not to say that negotiations are so closely managed by procedures that little or no extraneous influences or pressures would not affect contract and section 13c bargainings, for the financing of matching funds, obtaining grants, and negotiating with unions and others are subject to the broadest kind of political and public pressures. It is not likely to completely separate these procedures, for both are bound inextricably with the total process of bargaining.

LABOR POLICY

In the area of transit and paratransit, it is becoming increasingly important that the Department of Transportation develop a labor policy. Since its inception the department has been hampered by the lack of a consistent labor policy and an organizational structure designed to effectively deal with labor issues. To a large measure, this is a result of the failure to describe the department's interest in labor relations and the impact of labor on the statutory functions and responsibilities of the department. This is unfortunate because the department administers transportation programs that are of direct concern to organized labor and to the success of its obligations to promote fast, safe, efficient, and convenient transportation. This directive is affected by events and attitudes in the area of labor and management relations and employee planning. Although the department feels that it is dealing with a "single" industry, it must recognize that it is influenced by and can influence the environment in which labor relations take place. It must recognize that, with a comprehensive policy, it is dealing with a variety of union and management organizations over a wide variety of specific issues in a multiproduct environment.

There are many areas of labor relations that must become of concern to the department in fulfilling its statutory responsibilities to provide fast, safe, efficient, and convenient transportation at the lowest cost consistent with other national objectives. Each of the component parts of the expressed national interest is a critical issue to mass transportation, and the importance of labor can be demonstrated in each of the component parts. In fact, speed, normally defined as the ability to provide rapid movement from place to place, depends on the availability of sufficient labor and work-rule arrangements combined with other factors of production to permit that movement. Further, the productivity of that labor in terms of time is greatly influenced by collectively bargained contracts in mass transit. Many of the difficulties, other than the institutional problems of regulation, that paratransit is faced with can be identified with labor interest. Work-rule conditions and employee provisions have been collectively bargained for in mass transit, but, if improperly applied, can be of great detriment to meeting the speed objective mandated by Congress. It must be noted that work rules can prevent fatigue and unsafe conditions in operations that would damage morale and productivity of employees. Therefore, any attempt to establish guideposts must include consideration of standards of reasonable working condition. Labor supply, work rules, and productivity all play a major role in determining the ability of a transit system to meet user demands. Labor costs are one of the easiest factors to show demonstrated impact on efficiency of transit systems, and it must be recognized that the skill and quantity of available labor are themselves significant elements in transit costs.

In the aspects of labor relations and more specifically those related to mass transit, the reader must recognize 2 general goal statements of public policy that have been generally accepted. Transit systems are expected to contribute to the achievement of these goal statements. These 2 goals, of primary importance to any labor policy for transit and paratransit, are the distribution of income on some equitable basis and the preservation of free collective bargaining. It has always been the policy of this government to prevent an income distribution that severely disadvantages significant segments of the population and that is based on maintaining any quality unrelated to contribution. Any labor policy must, therefore, acknowledge the legitimate claim of labor to a "just" portion of the income generated in transit. A significant question of how to define just with respect to paratransit operations must be considered at the earliest date. The system of collective bargaining has been relied on primarily to ensure that fair distribution of income is accomplished. More than in any other industry, the results of collective bargaining are heavily circumscribed in transit today by other federal interest. For instance, the results of collective bargaining have a direct and immediate impact on the cost structure of transit and, therefore, on the fares that must be charged to provide transit service to the public. It is not at all clear that collective bargaining can be accepted as the proper tool for determining the level of an important element in transit costs in today's publicly owned systems and therefore in the establishment of

fares and subsidy support. In the context of public funding and our obligation of preserving and indeed encouraging collective bargaining in transit, we will continue to find the greatest problem facing labor policy in transit, i.e., the inevitable conflict among the desired levels of income distribution, the preservation of free collective bargaining, and the promotion of an efficient movement system.

The ability of the Department of Transportation to perform its statutory duties and fulfill its goals and objectives is influenced by a number of factors that are generally considered to be outside the purview of the department. Policies established by other federal agencies, state and local governments, and the private sector influence the feasibility and direction of transit programs and policies. Some of these external influences have been recognized and their considerations made a part of the transportation department's planning process. However, in some areas, little attention has been given to these factors, such as the effects on transit of monetary and fiscal policies, in policy determination. Labor and management collective bargaining relations greatly affect the efficiency and effectiveness of the transportation department's missions, programs, and statutory responsibilities in mass transit. Space prohibits a complete description of the various factors that determine labor and management policy; however, it is necessary to recognize that all levels of government, union hierarchies, and management organization and attitudes play a significant role in the accomplishment of providing transit service to the public.

The reader must recognize that both labor and management operate under a national labor policy that has been established by law and administrative interpretations from the courts and federal agencies involved, e.g., the National Labor Relations Board, the Federal Mediation and Conciliation Service, the National Mediation Board, and the Department of Labor. The national "labor policy" may be summarized as: (a) industrial peace as a major objective; (b) collective bargaining as a means toward industrial peace and also as an end in itself; (c) self-organization of employees, free from coercive action by either unions or management; (d) discontinuance of "undesirable activities" such as jurisdictional disputes, secondary boycotts, and featherbedding; and (e) prevention of strikes that imperil the national interest.

Issue 1: Fare Regulations and Operational Deficit Funding

The first issue is whether rates of pay as generated by collective bargaining should be considered as given by those concerned with fares charged for transit services. This raises the related question of whether collective bargaining can and does operate in the transit industry in a manner that permits the interplay of market forces and that produces an equitable distribution of income. It can be argued that collective bargaining cannot produce equitable results in quasi-regulated and in particular subsidized industries. It has been hypothesized that the conditions necessary for equitable collective bargaining are that (a) both parties must be free to adjust their demands and operations in a package sense (e.g., transit management must be able to make valid cost-price comparisons to produce the necessary data for income distribution analysis, and labor, in turn, must be in a position to analyze similar data in terms of average earnings, future employment, and union membership); (b) both parties must be able to use available weapons of "economic warfare" as a last alternative (i.e., the strike ensures that some penalty may result from the failure to reach collective bargaining agreement); and (c) the costs and benefits of agreements must actually relate to the parties themselves and not to some third or fourth force or interest that is "not at the table."

Issue 2: Work Rules and System Efficiency

When labor is viewed as simply a factor of production and its cost measured in unit cost terms, there is the danger that an essential difference will be overlooked. Management can manipulate capital equipment subject only to technical limitations and cost considerations. Labor, however, does not permit handling in this manner (note

the contract provisions and specific employee protection agreements, such as those in section 13c). Management flexibility is limited by the necessity of operating under rules that are negotiated between labor and management. These rules are initiated for a number of reasons, such as employee protection, management control and safety, earnings, and operating economies. A basic issue arises when the work rules as negotiated produce unnecessary inefficiencies into the system, i.e., inefficiencies not justified by valid desires to limit management exploitation.

There is serious question as to whether certain work practices in transit have in fact become outmoded and that strict adherence to these practices damages unnecessarily the efficiency of the transit system. In general, if work practices exist that are outmoded, they are justified by the unions on the basis of job and employment maintenance. An important research project would be a systematic analysis of transit work rules and their impact on system cost and efficiencies in paratransit.

Issue 3: Technological Changes and Employment

Related to work rules, but much broader in scope, is the entire question of the response to technological change. The issue is whether unions and labor relations act in such a manner as to deter management from adopting technological changes that may be desirable. This is perhaps the most basic issue in labor relations. All transit labor unions publicly state that they are not opposed to technological changes. Generally 3 broad conditions are given with the statement: (a) that the changes can be demonstrated to improve the efficiencies and competitive positions of that particular service; (b) that employees are adequately protected; and (c) that labor shares in the games of resulting productivity improvements.

The development of programs and contract clauses representing the acceptance of the philosophy that labor has the "right" to protection (i.e., it has developed equity in the jobs involved that must be "bought" by management and that such associated cost must be charged against the change proposed) must be examined. The unanswered issue is, What is management's role in the issue of change innovations for the transit industry and how much responsibility should that management be forced to accept? The "guidepost" philosophy presents some interesting comparisons. Should wage increases under the guidepost be limited to the average productivity increases of all industries? An industry that has rapidly increasing productivity would translate its improvements into lower prices, which in turn would encourage the expansion of output (ridership) in the growth segments of the market. Institutional and labor problems are the major difficulties of experiments in mass transit, including any real major paratransit benefits on a large scale. Although we have employee policies, still in formative stages, that reflect this sharing notion, there is a serious question as to their adequacy, in particular when the opportunity of positive expansion through paratransit exists or when labor forces the employment of unnecessary workers, even in the short run.

The issue for transit is the impact of labor protection requirements associated with collective bargaining and its relation to overall employee policy and philosophy, in particular the incidence of cost and its impact on mass transportation system improvements.

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