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MULHOLLAND, HICKEY & LYMAN

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WASHINGTON, D.C. 20005

EDWARD J. HICKEY, JR.  
WILLIAM J. HICKEY  
GEOFFREY N. ZEH  
WILLIAM E. FREDENBERGER, JR.

April 30, 1975

TOLEDO OFFICE  
741 NATIONAL BANK BLDG.  
TOLEDO, OHIO 43604

CLARENCE M. MULHOLLAND  
RICHARD R. LYMAN  
EDWARD J. MCCORMICK, JR.  
DONALD W. FISHER  
R. JEFFREY BIXLER  
RAYMOND J. SWEENEY

TO THE CHIEF EXECUTIVES

Re: UMTA Employee Protective Arrangements

Gentlemen:

This letter is being sent by counsel to each of the Chief Executives in the interest of conservation of time on an important phase of employee protective arrangements. This matter was discussed at previous meetings of the Chief Executives and was the subject of prior correspondence from counsel for the Association. The enclosure was received today.

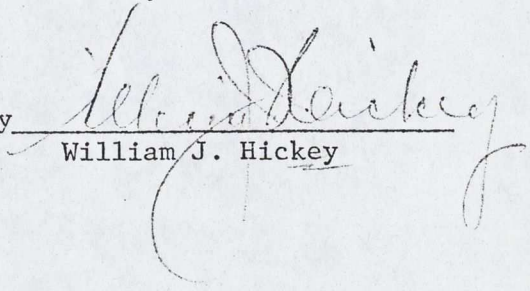
In order that you may have before you all the facts relating to this subject, please be informed also that in a recent UMTA protective arrangement applicable to a UMTA project for a capital grant involving the Illinois Central Gulf, counsel was able to obtain a side letter of understanding affording protection to members of the Supervisors, Train Dispatchers and Yardmasters who may be affected by the project. In addition we are progressing current agreements with the Massachusetts Bay Transportation Authority applicable to new projects and said agreements will provide the current level of protection as well as the described protection for supervisory employees.

At the present time no firm plans have been made to discuss this subject with Assistant Secretary Fasser or Department of Labor Secretary Dunlop. It is the opinion of counsel that prior to such a meeting consideration should be given to mustering all assistance possible from any source so as to further the objective of the Association that protection for supervisory employees be included in each UMTA protective arrangement.

Sincerely yours,

MULHOLLAND, HICKEY & LYMAN

By

  
William J. Hickey





**BURLINGTON NORTHERN**

THOMAS C. DE BUTTS  
Vice President — Labor Relations

176 East Fifth Street  
St. Paul, Minnesota 55101  
Telephone (612) 298-2121

The Hon. Paul J. Fasser, Jr.  
Assistant Secretary of Labor  
U. S. Department of Labor  
Washington, D. C. 20210

April 28, 1975

File JG-52(u)-1, Sec. IV

Dear Mr. Fasser:

There is presently pending before the Urban Mass Transportation Administration an application from West Suburban Mass Transit District, identified as "IL-03-0044", which seeks capital funds to purchase twenty new commuter rail cars and four locomotives for use in supplementing the suburban service operated by the Burlington Northern between Chicago and Aurora, Illinois.

In pursuance of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, we have been attempting since July 1974 to arrive at agreements providing for fair and equitable arrangement to protect the interest of employees who may be affected by such assistance, but with only partial success.

I am enclosing, as Attachment 1, copy of a letter of understanding between the Burlington Northern Inc. and the Brotherhood of Railway, Airline and Steamship Clerks, in which we agreed to extend the agreement of January 19, 1972 to the new acquisition of equipment by the West Suburban Mass Transit District. Copy of the January 19, 1972 Agreement is also enclosed.

Attachment 2 is a copy of exchange of correspondence with the Amalgamated Transit Union in which we agreed to extend the protection of the Agreement dated February 9, 1972, copy of which is also enclosed. With Attachment 2 is also a copy of letter dated October 10, 1974, written by Dan V. Maroney, Jr., International President of the Amalgamated Transit Union, to you confirming the fact that we have reached an agreement.

The balance of the attachments deal with my efforts to make an agreement with the other unions, now all represented by RLEA.

Attachment 3 is a copy of my letter to Mr. William J. Hickey, suggesting that we agree to extend the Agreement of March 8, 1972.

Attachment 4 is copy of Mr. Hickey's letter dated August 9, 1974, attaching copy of an agreement which he states,



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"substantially tracks the terms and conditions of the (ILL-UTG-5) agreement, but also reflects the current levels of protection in the industry." Copy of said agreement, which is not attached, was not satisfactory to the BN.

Attachment 5 is copy of my letter of October 25, 1974 to Mr. Hickey, suggesting that we agree to apply whatever labor protective arrangements were certified by the Secretary of Labor in connection with the Commuter Parking Project in the Chicago area.

Attachment 6 is copy of Mr. Hickey's letter dated October 30, 1974, in which he replies that they would be satisfied with the "same level of protection as proposed by us with regard to IL-03-0031", which was not satisfactory to the carrier because of Mr. Hickey's request for a side letter of understanding dealing with subordinate officials.

Attachment 7 is copy of my letter dated February 21, 1975 to Mr. Hickey, to which I attached an agreement patterned after the labor protective arrangement discussed with him and his associates in Washington, D. C., in October 1974, in connection with the Commuter Parking Project - IL-03-0031.

Attachment 8 is copy of Mr. Hickey's letter of April 21, 1975, responding to the proposed agreement sent him, requesting that a provision be included in the agreement that the maintenance and repair of equipment to be secured by the West Suburban Mass Transit District be performed by employees of Burlington Northern, and again stating:

"... that any employee protective arrangement to be certified by the Secretary should contain an understanding relating to the protection of employees represented by the Yardmasters, the Supervisors and the Dispatchers such as has been the subject of negotiation in connection with UMTA Project IL 03-0031."

Attachment 9 is copy of my letter of April 23, 1975 to Mr. Hickey, to which is attached a complete set of the proposed agreement, including a new paragraph under Item "2" to meet Mr. Hickey's request respecting the maintenance and repair of the new equipment, but advising him that we could not agree to the provision he was seeking concerning subordinate officials.

As the result of recent consolidation of the CRU and RLEA, I understand that Mr. William J. Hickey now represents all



APR 30 1975

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April 28, 1975  
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labor unions on the Burlington Northern in the negotiation of Section 13(c) agreements other than BRAC, with whom we have already reached an agreement as is evidenced by Attachment 1 hereto. Based on a telephone conversation I had with Mr. Hickey on April 10, 1975, I am convinced we have now reached an impasse in our efforts to negotiate a Section 13(c) agreement in connection with UMTA Application IL-03-0044, because of Mr. Hickey's insistence on the side letter dealing with subordinate officials.

This same matter was before you in connection with the application being progressed by the Division of Public Transportation, Illinois Department of Transportation, for assistance in financing Phase I of a commuter parking project in Chicago suburban communities identified as UMTA Project IL-03-0031. In your letter of February 28, 1975, copy enclosed herewith as attachment 10, you determined that it was not necessary that the side letter dealing with subordinate officials be included in the employee protective arrangements under Section 13(c), UMTA requirements. In the application here under discussion, i.e., UMTA IL-03-0044, I submit that likewise the side letter is not necessary. In behalf of the West Suburban Mass Transit District, I respectfully request that you certify labor protective conditions for BN employees represented by the RLEA which are fair and equitable and along the lines of protection that has been certified in other Section 13(c) applications, except for side letter on subordinate officials.

Will you please advise.

Very truly yours,

*T. C. DeButts*  
T. C. DeButts  
Vice President

AEE/ld

cc: Mr. William J. Hickey  
Mulholland, Hickey & Lyman  
Suite 400, 1125 Fifteenth St., N. W.  
Washington, D. C.

Mr. William G. Mahoney  
Highsay and Mahoney  
Highsaw and Mahoney  
Suite 506, 1015 Eighteenth St., N.W.  
Washington, D. C. 20036



The Hon. Paul J. Fasser, Jr.    - 4 -

April 28, 1975  
File JG-52(u)-1, Sec. IV

cc: Mr. Lary Yud, Chief  
Division of Employee Protection  
United States Department of Labor  
Constitution Avenue at 14th Street  
Washington, D. C.

Mr. Lewis E. Bulkeley, Jr.  
Attorney  
West Suburban Mass Transit District  
Suite 1046, 135 South LaSalle Street  
Chicago, Illinois 60603



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001



April 29, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Re: United States Railway Association  
RLEA Labor Sub-Committee  
(Regional Rail Reorganization Act of 1973)

Dear Sirs and Brothers:

Please refer to my letter under date of April 23, 1975 enclosing an up-dated list of RLEA Labor Sub-Committee Members.

Enclosed please find the latest list of Members to replace the previous list.

Fraternally yours,

Executive Secretary

cc: Mr. James Burke, Labor Member  
Board of Directors, USRA  
RLEA Labor Sub-Committee Members  
National Legislative Reps.  
Maynard Parks

Attachment



UNITED STATES RAILWAY ASSOCIATION  
RLEA LABOR SUB COMMITTEE MEMBERS  
(Regional Rail Reorganization Act  
of 1973)

Mr. Robert Stenzinger, RR Coordinator  
Int'l. Assn. of Machinists &  
Aerospace Workers  
Railroad Division, Suite 303  
640 Pearson Street  
Des Plaines, Illinois 60016

AND

Mr. Joseph Burns, President, Director  
Gen'l. Chmn. District Lodge No. 22  
Int'l. Assn. of Machinists and  
Aerospace Workers  
1321 Arch Street, Room 802  
Philadelphia, Pa. 19107

Mr. J. W. Walsh, Vice President  
Brotherhood of Railroad Signalmen  
400 First St., N. W., Rm. 800  
Washington, D. C. 20001

Mr. L. H. Greene, Jr., Eastern Zone Sup.  
Brotherhood of Sleeping Car Porters  
Suite 610  
103 E. 125th Street  
New York, New York 10035

Mr. I. L. Barney, Vice President  
Brotherhood Railway Carmen of the  
United States and Canada  
400 First Street, N. W.  
Washington, D. C. 20001

Mr. George Francisco, Secy-Treas.  
Int'l. Brotherhood of Firemen & Oilers  
200 Maryland Avenue, N. E.  
Washington, D. C. 20002

\*\*Mr. James E. Yost, President  
Railway Employees Dept., AFL-CIO  
220 South State Street  
Chicago, Illinois 60604

Mr. Frank Ferlin, Jr., President  
American Railway Supervisors' Assn.  
4250 Montrose Avenue  
Chicago, Illinois 60641

Mr. Ed Lachowicz  
Int'l. Brotherhood of Electrical  
Workers  
1125 15th Street, N. W.  
Washington, D. C. 20005

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
1411 Peterson Ave., Room 201-202  
Park Ridge, Illinois 60068

Mr. L. S. Loomis, Vice President  
Brotherhood of Locomotive Engineers  
6841 Smith Road  
Middleburg Heights, Ohio 44130

Mr. Richard Martin  
Sheet Metal Workers' Int'l. Assn.  
1750 New York Avenue, N. W.  
Washington, D. C. 20006

Paul McNamara, United Transportation Union  
27 Preston Terrace  
Marshfield, Massachusetts 02050

Mr. Frank O'Connell  
National Legislative Rep.  
Transport Workers Union  
100 Indiana Avenue, N. W.  
Washington, D. C. 20001

Mr. Ray McGlaughlin  
National Legislative Rep.  
Brotherhood of Maintenance of Way Employes  
400 First Street, N. W.  
Washington, D. C. 20001

\*F. J. Kroll, Int'l. Vice President  
Brotherhood of Railway Clerks  
215-219 Lewis Tower Bldg.  
225 S. 15th Street  
Philadelphia, Pa. 19102

\*Mr. Dean T. Echols, Asst. Director  
Industrial Relations Department  
Brotherhood of Railway Clerks  
6300 River Road  
Rosemont, Illinois 60018

\*\*Mr. Edward P. McEntee, Asst. to President  
Railway Employees' Dept., AFL-CIO  
220 South State Street  
Chicago, Illinois 60604

\*Currently not affiliated with RLEA, but are  
members of the Labor Sub-Committee.

\*\*Designated alternate for President Yost.


Revised April 29, 1975



**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 

April 23, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

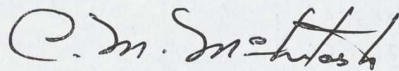
Re: United States Railway Association  
RLEA Labor Sub-Committee  
(Regional Rail Reorganization Act of 1973)

Dear Sirs and Brothers:

Please refer to my letter under date of April 3, 1975 relative to the above titled, with an attached list of the RLEA Labor Sub-Committee Members.

We are enclosing an up-dated list of these Members dated April 23, 1975 to replace the list previously furnished.

Fraternally yours,



Executive Secretary

cc: Mr. James Burke, Labor Member  
Board of Directors, USRA  
RLEA Labor Sub-Committee Members  
National Legis. Reps.

Attachment



UNITED STATES RAILWAY ASSOCIATION  
RLEA LABOR SUB-COMMITTEE MEMBERS  
(Regional Rail Reorganization Act  
of 1973)

Mr. Robert Stenzinger  
Railroad Coordinator  
Int'l. Assn. of Machinists  
and Aerospace Workers  
Railroad Division, Suite 303  
640 Pearson Street  
Des Plaines, Illinois 60016

AND

Mr. Josphe Burns  
President and Dir. Genl. Chmn.  
District Lodge No. 22  
Int'l. Assn. of Machinists and  
Aerospace Workers  
1321 Arch Street, Room 802  
Philadelphia, Pa. 19107

Mr. J. W. Walsh, Vice President  
Brotherhood of RAILroad Signalmen  
400 First St., N. W., Rm. 800  
Washington, D. C. 20001

L. H. Greene, Jr., Eastern Zone Sup.  
Brotherhood of Sleeping Car Porters  
Suite 610  
103 E. 125th Street  
New York, New York 10035

I. L. Barney, Vice President  
Brotherhood Railway Carmen of the  
United States and Canada  
400 First Street, N. W.  
Washington, D. C. 20001

George Francisco, Secy-Treas.  
Int'l. Brotherhood of Firemen  
and Oilers  
200 Maryland Avenue, N. E.  
Washington, D. C. 20002

\*\*James E. Yost, President  
Railway Employe's Dept., AFL-CIO  
220 South State Street  
Chicago, Illinois 60604

Frank Ferlin, Jr., President  
American Railway Supervisors' Assn.  
4250 Montrose Avenue  
Chicago, Illinois 60641

Ed Lachowicz  
Int'l. Brotherhood of Electrical  
Workers  
1125 15th Street, N. W.  
Washington, D. C. 20005

A. T. Otto, Jr., President  
Railroad Yardmasters of America  
1411 Peterson Ave., Room 201-202  
Park Ridge, Illinois 60068

L. S. Loomis, Vice President  
Brotherhood of Locomotive Engineers  
6841 Smith Road  
Middleburg Heights, Ohio 44130

Richard Martin  
Sheet Metal Workers' Int'l. Assn.  
1750 New York Avenue, N. W.  
Washington, D. C. 20006

Paul McNamara  
United Transportation Union  
27 Preston Terrace  
Marshfield, Massachusetts 02050

Frank O'Connell  
National Legislative Rep.  
Transport Workers Union  
100 Indiana Avenue, N. W.  
Washington, D. C.

\*F. J. Kroll, Int'l. Vice President  
Brotherhood of Railway Clerks  
215-219 Lewis Tower Bldg.  
225 S. 15th Street  
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\*Dean T. Echols, Asst. Director  
Industrial Relations Department  
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6300 River Road  
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220 South State Street  
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\*Currently not affiliated with RLEA, but are  
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\*\*Designated Alternate for President Yost.



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001



April 18, 1975

**I M P O R T A N T**

**Change of date of RLEA Meeting**

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

The next meeting of the RLEA, originally scheduled for June 3, 1975, has been changed to June 20, 1975 at the DuPont Plaza Hotel, Washington, D. C. to commence at 10:00 a.m.

This change was necessitated as we were unable to obtain a meeting room on the date originally scheduled.

Fraternally yours,

Executive Secretary


cc: RLEA Legis. Reps.  
Mulholland, Hickey & Lyman



737-1541

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 

April 9, 1975

**Assessment No. 7**

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



## SCHEDULE B

SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>AMOUNT \$14,655.00</u>
Carmen	50,000	2,460.00
Maintenance of Way	50,000	2,460.00
United Transportation Union	50,000	2,460.00
Engineers	30,000	1,500.00
Machinists	25,000	1,260.00
Firemen & Oilers	16,000	800.00
Electrical Workers	16,000	800.00
Transport Workers Union	13,000	600.00
Signalmen	11,000	540.00
Sheet Metal Workers	9,000	500.00
Supervisors	5,000	250.00
Yardmasters	5,000	250.00
Boilermakers & Blacksmiths	5,000	250.00
Hotel & Restaurant Empls.	3,463	175.00
Dispatchers	3,000	150.00
Sleeping Car Porters	1,000	50.00
Marine Engineers	1,000	50.00
Masters, Mates & Pilots	1,000	50.00
Seafarers	1,000	50.00

*D. K. C. L. Williams*



737-1541

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001



March 11, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

In compliance with Chairman Chamberlain's request at the February RLEA meeting, attached is a listing showing Hospital Association Railroads represented by the National Carriers' Conference Committee and in relation thereto the Organizations which are parties to Group Policy Contract No. GA-23000 of The Travelers Insurance Company as amended March 1, 1972.

This is the current listing supplied to us by Brother Fred Hardin and the National Carriers' Conference Committee and is being furnished for your information and file.

Fraternally yours,

Executive Secretary

Enclosure



HOSPITAL ASSOCIATION RAILROADS  
represented by the  
NATIONAL CARRIERS' CONFERENCE COMMITTEE  
and in relation thereto the  
ORGANIZATIONS  
which are parties to  
GROUP POLICY CONTRACT NO. GA-23000 of THE TRAVELERS INSURANCE COMPANY  
as amended March 1, 1972

Participation of the individual railroads, as to the respective classes of employees, is limited to positions covered by the rates of pay rules of the individual schedule agreements applicable to employees represented by the Organizations or Organization Divisions indicated by "x" in relation to the respective railroads.

ELIGIBLE EMPLOYEES COVERED FOR DEPENDENT MEDICAL CARE  
BENEFITS, EMPLOYEE OR RETIRED EMPLOYEE LIFE INSURANCE,  
AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS.

ORGANIZATIONS

- |   |   |
|---|---|
| * 1. International Association of Machinists and<br>Aerospace Workers   | *11. National Marine Engineers' Beneficial<br>Association |
| * 2. International Brotherhood of Boilermakers, Iron<br>Ship Builders, Blacksmiths, Forgers and Helpers       | *#13. United Transportation Union                         |
| * 3. Sheet Metal Workers' International Association   | *14. Brotherhood of Locomotive Engineers                  |
| * 4. International Brotherhood of Electrical Workers  | 15. American Train Dispatchers Association                |
| * 5. Brotherhood Railway Carmen of the United States and Canada   | 16. Railroad Yardmasters of America                       |
| * 6. International Brotherhood of Firemen and Oilers  | 17. American Railway Supervisors Association              |
| *#7. Brotherhood of Railway, Airline and Steamship Clerks,<br>Freight Handlers, Express and Station Employees | 18. Brotherhood of Sleeping Car Porters                   |
| * 8. Brotherhood of Maintenance of Way Employees  | 19. United Transport Service Employees                    |
| * 9. Brotherhood of Railroad Signalmen  | 20. National Order, Masters, Mates and Pilots             |
| *10. Hotel and Restaurant Employees and Bartenders<br>International Union                                     | 22. Transport Workers Union of America                    |
|   | 27. Western Railway Supervisors Association               |
|   | 28. Inlandboatmen's Union of the Pacific                  |
|   | 29. International Union of Operating Engineers            |

\* - Policyholder Organization.

# - 7a - Clerical, Office and Station Employees; 7b - Transportation-Communication Employees Division;  
7c - Allied Services Division.

13a - UTU(E) - Enginemen (former BLF&E); 13b - UTU(C) - Conductors (former ORC&B);  
13c - UTU(T) - Trainmen (former BRT); 13d - UTU(S) - Switchmen (former SUNA).



RAILROADS	Machinists	Boilermakers & Blacksmiths	Sheet Metal Workers	Electrical Workers	Carmen	Firemen and Oilers	Brotherhood of Railway, Airline & Steamship Clerks			Maintenance of Way	Signalmen	Dining Car Employees	Marine Engineers (NREBA)	Longshoremen (ILA)	United Transportation Union				Engineers (BLE)	Dispatchers (ATDA)	Yardmasters (RYA)	Supervisors (ARSA)	Sleeping Car Porters (BSCP)	United Transport Service Employees	Masters, Mates and Pilots (NOMMA&P)	Others
							Clerks, Etc.	TC-Division	Allied Services Division						E	C	F	S								
	1	2	3	4	5	6	7a	7b	7c	8	9	10	11	12	13a	13b	13c	13d	14	15	16	17	18	19	20	
Alameda Belt Line	x				x		x								x			x			x					x-22
Alton & Southern RR.	x	x	x		x	x	x		x	x	x				x		x				x	x				
American Refrigerator Transit Co.					x	x	x																			
Atchison, Topeka & Santa Fe Ry.	x	x	x	x	x	x	x	x	x	x <sup>a</sup>	x	x	x		x <sup>b</sup>	x	x		x	x	x <sup>c</sup>		x		x	x-22k-28
Bauxite & Northern Ry.							x								x		x									
Brownsville & Matamoros Bridge Co.							x																			
Burlington Northern, Inc.	d	x	x	x	x	x	x	x	x	x	x	x			x	x	x	x	x	x	x		x	x		
Camas Prairie Railroad		x	x	x	x	x	x	x	x		x				x	x	x	x	x	x		x				
Chesapeake & Ohio Ry. - Eastern & Central Regions	e	x	x	x	x	x	x	x	x <sup>f</sup>		x	x	x		x	x	x		x	x	x	x	x		xg	
Chicago, Milwaukee, St. Paul & Pacific RR.: Lines West of Mobridge, S.D.							x	x		x	x					x	x		x	x	x					
Chicago Produce Terminal Co.							x		x	x							x				x					
Colorado & Southern Ry.		x	x	x	x	x	x	x		x	x					x	x		x			x	x			
Denver & Rio Grande Western RR.		x	x	x	x	x	x	x		x	x	x			x	x	x	x	x	x	x		x <sup>h</sup>			
Galveston Wharves				x	x				x	x					x			x			x					
Gulf, Mobile & Ohio RR.	i	x	x	x	x	x	x	x	x	x	x	x			x	x	x		x	x	x	x	x			
Harbor Belt Line RR.		x	x	x	x	x	x	x																		
Houston Belt & Terminal Ry.		x	x	x	x	x	x	x		x									x		x					
Illinois Central Hospital Association				x		x	x																			
Illinois Central RR.		x	x <sup>j</sup>	x	x	x	x <sup>j</sup>	x	x	x <sup>j</sup>	x	x			x	x	x		x				x	x		
Illinois Terminal RR.		x	x	x	x	x	x	x		x					x		x			x		x				
Joint Agency, National Stock Yards, Illinois							x																			
Joint Texas Division - CRI&P & FtW&D Ry.		x	x	x	x	x	x	x		x	x				x	x	x		x							
Los Angeles Union Passenger Terminal		j	j	j	j	j	j	j	j	j	j	j										j				
Manufacturers Railway		x			x										x		x									
Missouri-Kansas-Texas RR.		x	x	x	x	x	x	x		x	x				x	x	x		x	x	x	x				
Beaver, Meade & Englewood RR.								x		x																
Missouri Pacific RR.		x	x	x	x	x	x	x <sup>k</sup>	x	x	x <sup>k</sup>	x			x <sup>k</sup>	x	x		x <sup>k</sup>	x	x	x	x	x		x-29
Missouri-Illinois RR.		x	x	x	x	x	x	x		x					x	x	x					x				
Mount Hood Railroad										x					x		x									
New Orleans & Lower Coast RR.															x		x									
New Orleans Union Passenger Terminal	L	x	x	x	x	x	x	x	x	x	x				x		x		x		x	x		x		
Norfolk & Western Ry. - Former Wabash RR.		x	x	x	x	x				x	x	x			x	x	x		x	x	x	x				
Northwestern Pacific Ry.		x	x	x	x	x	x	x		x						x	x		x	x						
Oakland Terminal RR.							m								x			x								
Ogden Union Ry. & Depot Company									x						x		x		x		x					
Oregon, California & Eastern Ry.										x					x	x			x							
Pacific Fruit Express Co.	n				x		x											x				x				
Port Terminal Railroad Association		x	x							x																
Portland Terminal RR. Co.		x	x	x	x	x	x	x	x	x					x			x	x		x	x		x		



[illegible]

NOTES:

- |   |                |  |
|---|----------------|--|
| a | (AT&SF)        | Except employees of former O.C.A. & A.   |
| b | (AT&SF)        | Except employees holding prior seniority on Kansas City Terminal Railway.                        |
| c | (AT&SF, D&RGW) | Except former employees of The Pullman Company.  |
| d | (BN)           | Employees of former Nor. Pac. Ry., King Street Psgr. Station and Spokane, Portland & Seattle RR. |
| e | (C&O)          | Excluding Hocking Division.  |
| f | (C&O)          | Excluding operators in off-line offices.   |
| g | (C&O)          | Hampton Roads, Virginia, only.   |
| h | (GM&O)         | Excluding Louisiana Division, except at Jackson, Mississippi.                                    |
| i | (IC)           | Except employees of former Tremont & Gulf.   |

- 1 (LAUPT) Employees (except Red Caps) covered through agreements on home roads  
Southern Pacific, Atchison, Topeka & Santa Fe, and Union Pacific.  
k (MP) Except employees on Lines in Texas & Louisiana.  
L (NOUPT) With respect to employees from hospital association railroads.  
m (Oakland Term.) Employees covered through agreement on Alameda Belt Line.  
n (PFX) Except employees on lines of Southern Pacific (T&L Lines), and Clerk  
in Roanoke Building, 11 South LaSalle Street, Chicago, Illinois.  
o (T&P) Except Midland Valley subdivision.  
p (T&P) Yardmen at Alexandria, Louisiana.  
q (Tidewater Southern) Employees covered through agreement on Western Pacific.  
r (UP, WP) Except employees in off-line offices.

FOR THE CARRIERS:

Mr Jones

**FOR THE EMPLOYEES:**

S: *Fred A. Hardin*

November 7, 1972



SUPPLEMENTS TO EXHIBIT L  
TO GROUP POLICY CONTRACT GA-23000  
1972 - 1973

Supplement	Railroad	Effective Date	Organization	Notes
1	Texas City Terminal	3-31-72	Carmen Clerks Maintenance of Way U.T.U. (E & T) Yardmasters	Participation as Hospital Association Railroads discontinued (Placed in Ex. K by Sup. 1)
	St. Louis Southwestern	4-30-72	6 Shop Crafts Clerks Maintenance of Way Signalmen U.T.U. (E & T) Engineers Dispatchers Western Ry. Supvrs. Assn.	
2	Texas City Terminal	4-30-72	Electrical Wkrs.	Discont'd as Hosp. Assn. Placed in Ex. K by Sups. 2 & 4
3	Texas City Terminal	6-30-72	Machinists	
4	Burlington Northern, Inc. (former N.P. and King St. Psgr. Sta.)	12-31-72	Engineers	Discont'd as Hosp. Assn. Placed in Ex. K by Sup. 10
	Camas Prairie	12-31-72	Clerks, incl. TC. Engineers	
5	Texas Pacific - Missouri Pacific Terminal RR. of New Orleans	4-30-73	U.T.U. (S)	Discont'd as Hosp. Assn. Placed in Ex. K by Sup. 12



SUPPLEMENTS TO EXHIBIT L  
TO GROUP POLICY CONTRACT GA-23000  
1972 - 1973 (Cont'd)

Supplement	Railroad	Effective Date	Organization	Notes
6	Chesapeake & Ohio (excl. Hocking Dist. & Nor. Reg.)	4-1-73	Clerks (Allied Svcs. Div.)	Deleted from Ex. K by Sup. 13
	Missouri Pacific (Lines in Tex. & La.) Texas and Pacific (ex. Mid. Val. Subdiv.)	5-1-73 5-1-73	Clerks (TC Div.) Clerks (TC Div.)	
	Texas Pacific - Missouri Pacific Terminal RR. of New Orleans	4-30-73	Engineers Yardmasters	Discontd. as Hosp. Assn. Placed in Ex. K by Sup. 13
	Burlington Northern, Inc. (former N.P. and King St. Psgr. Sta.)	5-31-73	Clerks, inc. TC Div.	
7	Camas Prairie	7-31-73	Maintenance of Way	Discontd. as Hosp. Assn. Placed in Ex. K by Sup. 15
8	Union Terminal - St. Joseph Belt	8-1-73	U.T.U. (T)	Employees hired on MP. working on UT-StJB.
9	Texas & Pacific	12-31-73	U.T.U. (C)	Discontd. as Hosp. Assn. Placed in Ex. K by Sup. 19

1-4-74



SUPPLEMENTS TO EXHIBIT L  
TO GROUP POLICY CONTRACT GA-23000  
1972-1973 (Cont'd)

Supplement	Railroad	Effective Date	Organization	Notes
10	Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans	5-31-74	Maintenance of Way	Participation as a hospital association railroad discontinued. (Placed under Exhibit K by Supplement 23 thereto.)
11	Alton & Southern Railway	6-30-74	UTU (T)	Participation as a hospital association railroad discontinued. (Placed under Exhibit K by Supplement 24 thereto.)
12	Harbor Belt Line Railroad	7-31-74	Machinists Carmen Firemen and Oilers Clerks (BRAC) Maintenance of Way	Participation as a hospital association railroad with respect to former Pacific Electric Railway Company employees <u>discontinued</u> . (Placed under Exhibit K by Supplement 26 thereto.)
	Southern Pacific Transportation Company - Pacific Lines	7-31-74	Machinists Electrical Workers Carmen Firemen and Oilers Clerks (BRAC) Allied Svcs. Div. Maintenance of Way UTU (C) UTU (T) Engineers (BLE) Supervisors (ARSA)	



Supple- ment	Railroad	Effective Date	Organization	Notes
13	Northwestern Pacific RR.  San Diego and Arizona Eastern Ry. Southern Pacific Transportation Co. Pacific Lines	10-31-74	Machinists and Aerospace Workers Electrical Workers  Maintenance of Way	Participation as a hospital association railroad discontinued. (Placed under Exhibit 28 thereto.
	Camas Prairie Railroad	10-31-74	UTU (S)	



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001



March 11, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association  
and  
Congress of Railway Unions

Dear Sirs and Brothers:

In accordance with action taken at the February 19, 1975 joint RLEA-CRU Meeting, enclosed is copy of letter sent to Mr. Paul H. Reistrup, President, National Railroad Passenger Corporation registering opposition of RLEA and CRU to the purchase of the bi-level sleeping cars presently under consideration by Amtrak. Copies of letter to Mr. Reistrup were also sent to the following: Chairman and Members of the Board, Amtrak; Chairman and Members of House Interstate and Foreign Commerce Committee and Chairman and Members Senate Commerce Committee.

Sincerely and fraternally,

*C. M. McIntosh*

Executive Secretary

Enclosures


cc: D. S. Beattie, CRU Executive Secretary



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 

February 24, 1975

PERSONAL AND CONFIDENTIAL

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association  
and  
Congress of Railway Unions

Dear Sirs and Brothers:

We are enclosing copy of signed agreement between the Railway Labor Executives' Association and the Congress of Railway Unions adopted February 18, 1975.

This is for your information and file.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enc.



**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST STREET, N. W., WASHINGTON, D. C. 20001

WHEREAS; It is the general consensus of cooperating railroad labor organizations that the interests of railroad labor can best be served by establishing and maintaining effective cooperative action and coordinated policy on all matters of mutual interest and importance to railroad labor; and

WHEREAS; it is the general consensus of cooperating railroad labor organizations within the Railway Labor Executives' Association and the Congress of Railway Unions that the foregoing can best be accomplished by a re-unification of the two groups as promptly as possible; and

WHEREAS; it is agreed in a reunification of the two groups the existing by-laws and structure of the Railway Labor Executives' Association will continue in effect and be governing; and

WHEREAS; it is the general consensus that certain changes in such existing laws would be appropriate to accommodate the reunification of certain Congress of Railway Unions with affiliated Railway Labor Executives' Association unions;

THEREFORE, BE IT RESOLVED, that the Railway Labor Executives' Association take immediate action to adopt the following changes in the by-laws and agree to certain conditions as set forth below;

- (1) Adopt a new section in Article V to provide for the right of  
of any affiliated organization to request that the votes cast on

**AFFILIATED ORGANIZATIONS:** American Railway Supervisors' Association • American Train Dispatchers' Association • Brotherhood of Locomotive Engineers • Brotherhood of Railroad Signalmen • Brotherhood of Railway Carmen of the United States and Canada • Brotherhood of Sleeping Car Porters • International Association of Machinists and Aerospace Workers • International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers • International Brotherhood of Electrical Workers • International Brotherhood of Firemen & Oilers • International Organization Masters, Mates & Pilots of America • National Marine Engineers' Beneficial Association • Railroad Yardmasters of America • Railway Employees' Department, AFL-CIO • Sheet Metal Workers' International Association





any matter except elections, be related to the number of members of the respective organizations as set forth in the assessment schedule for each organization in Schedule "B".

(2) It is agreed that the provisions of Article II Section 3 of the existing RLEA by-laws will be satisfied with respect to any Congress of Railway Unions affiliate who is a party to this reunification.

(3) Employment of Donald S. Beattie as Congressional Liaison Representative for the Railway Labor Executives' Association at current salary.

(4) Employment of Betty Knight in Railway Labor Executives' Association staff at current salary.

(5) The effective date for the reunification will be April 1, 1975, conditioned on approval of the foregoing by any participating Congress of Railway Union affiliate and Railway Labor Executives' Association affiliate.

Adopted February 18, 1975

by the Railway Labor Executives' Association

C. J. Chamberlain  
C. J. Chamberlain

Approved:

United Transportation Union  
By A. H. Gresser

Brotherhood of Maintenance of Way  
Employees  
By H. C. Croft



Hotel & Restaurant Employes and Bartenders'  
Int'l. Union

By R. S. Smith

Seafarers' Int'l. Union of North America

By Paul Hall  
M.E.P.

Transport Workers Unions of America

By Matthew Quinan

February 18, 1975



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

737-1541

February 24, 1975

Assessment No. 4

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE</u>
			<u>\$8,910.00</u> <u>AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00

*P. H. C. L. Williams*



February 3, 1975

Mr. C. M. McIntosh, Executive Secretary-treasurer  
Railway Labor Executives' Association  
400 First Street, N. W.  
Washington, D. C. 20001

Re: Directory of OSHA Offices --  
National and Field

Dear Brother McIntosh:

We would appreciate one copy of the above reference being sent to our Eastern Zone Supervisor, Mr. L. H. Greene, Jr., 103 E. 125th St., suite 610, New York, New York 10035; one to Mr. W. W. Seymour, Sr., International Secretary-treasurer, 5253 Thrill Place, Denver, Colorado 80207; one to Mr. L. J. Shackelford, Jr., International Vice President, 431 S. Dearborn St., Suite 1224, Chicago, Illinois 60605 and an additional copy to me.

Fraternally yours,

C. L. Dellums,  
International President

CLD:cr



**R L E A**

**NEWSNOTES**

737-1541

# On The Hill

January 30, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

## LIST OF BILLS OF INTEREST INTRODUCED

IN 94TH CONGRESS

As of January 28, 1975

H.R. 1 - Ullman

A bill to establish a new program of comprehensive health care benefits (including catastrophic coverage) and health care delivery to be available to all residents of the United States financed by Payroll deductions, employer contributions and tax credits; and for other purposes; to the Committee on Ways and Means.

S. 3 - Kennedy  
H.R. 21 - Corman

A bill to create a national system of health security; to the Committee on Finance.

H.J. Res. 79 - Roe

Joint Resolution to provide for a study by the Secretary of Transportation of the feasibility of Government acquisition, operation and maintenance of railroad tracks, rights-of-way, signal systems, and other fixed facilities (as a separate activity or as a part of a coordinated federal transportation program); to the Committee on Interstate and Foreign Commerce.

H.J. Res. 80 - Roe

A Joint Resolution to prevent the abandonment of railroad lines; to the Committee on Interstate and Foreign Commerce.

H.R. 481 - Hechler

A bill to amend the Labor-Management Reporting and Disclosure Act of 1959 to require that all officers of national labor organizations be elected by secret ballot of the members; to the Committee on Education and Labor.

S. 285 - Tunney

A bill to amend the National Labor Relations Act as amended, to amend the definition of employee to include certain agricultural employees; to the Committee on Labor and Public Welfare.



S. 281 - Hartke (for himself and Mr. Pearson) by request

A bill to amend the Regional Rail Reorganization Act of 1973 to increase the financial assistance available under Section 213 and Section 215; and for other purposes; to the Committee on Commerce.

H.R. 2051 - Staggers (for himself and Mr. Devine)

A bill to amend the Regional Rail Reorganization Act of 1973 to increase the financial assistance available under section 213 and Section 215, and for other purposes; to the Committee on Interstate and Foreign Commerce.

H.R. 2160 - Vigorito

A bill to amend the Regional Rail Reorganization Act of 1973 in order to provide for the reorganization under such act of a railroad heretofore found to be reorganizable under section 77 of the Bankruptcy Act and later found not to be so reorganizable, to the Committee on Interstate and Foreign Commerce.

S. 200 - Ribicoff

A bill to establish an independent consumer agency to protect and serve the interest of consumers and for other purposes; to the Committee on Government Operations.

H.R. 9 - Rodino

A bill to regulate and foster commerce among states by providing a system for the taxation of interstate commerce; to the Committee on the Judiciary.

H.R. 425 - Fish

A bill to amend the Social Security Act to provide a minimum income (subject to subsequent increases to reflect the cost of living) of \$3,850 in the case of elderly individuals and \$5,200 in the cases of elderly couples); to the Committee on Ways and Means.

H.R. 816 - Perkins

A bill to amend title II of the Social Security Act to make it clear that entitlement of an employee's survivor to an annuity under the Railroad Retirement Act of 1937, without any entitlement to a death payment under such act on account of such employee's death, will not prevent a lump sum death payment from being made on such employee's wage record under the old age, survivors, and disability insurance program; to the Committee on Ways and Means.

H.R. 1669 - Chappel

A bill to amend title II of the Social Security Act to provide that an individual may qualify for disability insurance benefits and the disability freeze if he had 40 quarters of coverage, regardless of when such quarters were earned, to the Committee on Ways and Means.



H.R. 1791 - Burke

A bill to amend the Social Security Act and the Internal Revenue Code of 1954 to provide for Federal participation in the costs of the Social Security program, with a substantial increase in the contribution and benefit base and with appropriate reductions in social security taxes to reflect the Federal Government's participation in such costs; to the Committee on Ways and Means.

H.R. 1792 - Burleson

A bill to amend title XVIII fo the Social Security Act to extend for an additional 5 years the existing authority of the Secretary of Health, Education and Welfare to grant temporary waivers of certain requirements for the purpose of enabling small hospitals in rural areas to qualify under the medicare program; to the Committee on Ways and Means.

H.R. 1939 - Matsunaga

A bill to amend the Social Security Act to extend entitlement to health care benefits on the basis of age under the Federal medical insurance program (medicare) to all persons who are citizens or residents of the United States age 65 or more; to add additional categories of preventive services, dental services, outpatient drugs, eyeglasses, hearing aids, and prosthetic devices) for all persons entitled (whether on the basis of age or disability) to the benefits of the program; to extend the duration of benefits under the program where now limited; to eliminate the premiums now required under the supplementary medical insurance benefits part of the medicare program and merge that part with the hospital insurance part; to eliminate all deductibles; to eliminate copayments for low income persons under the program, and to provide for others, copayments for certain services or items but only up to a variable income related out of pocket expense limit (catastrophic expense limit); to provide for prostrophic expense limit); to provide for prospective review and approval of the rates of charges of hospitals and other institutions under the program and for prospective establishment (on a negotiated basis when feasible) of fee schedules for physicians and other practitioners; to revise the coverage of the tax provisions for financing the medicare program and increase the Government contribution to the program; and for other purposes; to the Committee on Ways and Means.



**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

January 28, 1975

Assessment No. 2

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<u>\$8,910.00</u>

*P. K. C. L. Williams*



January 20, 1975

Mr. C. M. McIntosh, Executive Secretary  
Railway Labor Executives' Association  
400 First Street, N. W.  
Washington, D. C. 20001

Re: Directory of OSHA Offices--  
National and Field

Dear Sir and Brother:

Referring to the above reference one directory for each of our International Officers would suffice. That is, one to Eastern Zone Supervisor, Mr. L. H. Greene, Jr., 103 E. 125th St., Suite 610, New York New York 10035, one to International Vice President, Mr. L. J. Shackelford, Jr., 431 S. Dearborn St., Suite 1224, Chicago, Illinois 60605 and one to Mr. W. W. Seymour, Sr., International Secretary-Treasurer, 5253 Thrill Place, Denver, Colorado 80207. Since I have two, then I will not need any more.

Fraternally yours,

C. L. Del lums,  
International Presid ent

CLD:cr



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001



January 17, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

This is to advise that due to the death of William E. Fredenberger International Secretary-Treasurer John J. McNamara has been elected International President of the International Brotherhood of Firemen and Oilers at a special meeting of the Executive Board held in Louisville, Kentucky.

In another action at the special meeting International Vice President George J. Francisco was elected International Secretary-Treasurer of the International Brotherhood of Firemen and Oilers.

Fraternally yours,

*G. M. McIntosh*

Executive Secretary



**R L E A****RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

737-1541

January 17, 1975

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Directory of OSHA Offices --  
National and Field

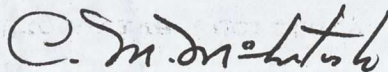
Dear Sirs and Brothers:

Under date of January 16, 1975, Mr. Maywood Boggs, Special Assistant, Occupational Safety and Health Administration, U. S. Department of Labor furnished you copies of the above titled directory.

Since it is expected that all organizations will be greatly involved with the OSHA Program Directive # 200-32 entitled "OSHA Inspections in the Railroad Industry", and Mr. Boggs is unable to furnish sufficient copies of the Directory in bulk we will reproduce additional copies here at the RLEA.

Please advise as soon as possible relative to the number needed by your organization of this Directory.

Fraternally yours




Executive Secretary



**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 

January 17, 1975

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Directory of OSHA Offices --  
National and Field

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Please advise as soon as possible relative to the number needed by your organization of this Directory.

Fraternally yours

*C. McIntosh*

Executive Secretary


BROTHER DELLUMS: I WOULD LIKE A COPY OF THIS. HAVE BEEN HOPING THAT WE COULD FIND SOME CLAUSE IN OSHA THAT WOULD PREVENT OR PROHIBIT AMTRAK FROM USING CHAIR CAR PEOPLE IN THE DINING CARS, ESPECIALLY SO WHEN DIRECTED AFTER LEAVING INITIAL TERMINAL TO LEAVE THE CHAIR CAR AND REPORT TO THE DINING CAR FOR SOME DUTY.

WWS



**R L E A****RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001 **MEMBERS OF RAILWAY LABOR EXECUTIVES' ASSOCIATION  
(REVISED JANUARY 15, 1975)**

Frank Ferlin, Jr., President  
American Railway Supervisors' Assn.  
4250 Montrose Avenue  
Chicago, Illinois 60641  
A.C. 312, 282-9424

C. R. Pfenning, President  
American Train Dispatcher's Assn.  
1401 S. Harlem Avenue  
Berwyn, Illinois 60402  
A.C. 312, 795-5656

B. N. Whitmire, President  
Brotherhood of Locomotive Engineers  
1112 B of LE Building  
1365 Ontario Avenue  
Cleveland, Ohio 44114  
A.C. 216, 241-2630

C. J. Chamberlain, President  
Brotherhood of Railroad Signalmen  
601 West Golf Road  
Mt. Prospect, Illinois 60056  
A.C. 312, 439-3732

Anthony L. Krause, General President  
Brotherhood Railway Carmen of the  
United States and Canada  
Carmen's Bldg., 4929 Main Street  
Kansas City, Missouri 64112  
A.C. 816, 561-1112

C. L. Dellums, Int'l. President  
Brotherhood of Sleeping Car Porters  
1716-18 Seventh Street  
Oakland, California 94607  
A.C. 415, 893-0894

John F. Peterpaul, Vice President\*  
Int'l. Assn. of Machinists and  
Aerospace Workers  
1300 Connecticut Avenue, N.W.  
Washington, D. C. 20036  
A.C. 202, 785-2525

Harold J. Buoy, President\*\*  
Int'l. Brotherhood of Boilermakers  
and Blacksmiths  
570 New Brotherhood Building  
Kansas City, Kansas 66101  
A.C. 913, 371-2640

Frank T. Gladney, Int'l. Vice Pres.  
Int'l. Brotherhood of Electrical  
Workers, Suite 400  
10400 W. Higgins Road  
Rosemont, Illinois 60018  
A.C. 312, 297-3420

John J. McNamara, Int'l. Pres.\*\*\*  
Int'l. Brotherhood of Firemen &  
 Oilers, V.F.W. Bldg.  
200 Maryland Avenue, N. E.  
Washington, D. C. 20002  
A.C. 202, 547-7540

Thomas F. O'Callaghan, President  
Int'l. Org. Masters, Mates & Pilots  
of America  
39 Broadway  
New York, New York 10006  
A.C. 212, 944-8505

J. M. Calhoon, President  
Nat'l. Marine Engineers' Beneficial  
Association  
17 Battery Place  
New York, New York 10004  
A.C. 212, 425-7280

A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Schoch Bldg., Room 201-202  
1411 Peterson Avenue  
Park Ridge, Illinois 60068  
A.C. 312, 696-2510

James E. Yost, President  
Railway Employee's Dept., AFL-CIO  
220 South State Street  
Chicago, Illinois 60604  
A.C. 312, 427-9546

John W. O'Brien, Vice President  
Sheet Metal Workers' Int'l. Assn.  
1750 New York Avenue, N. W.  
Washington, D. C. 20006  
A.C. 202, 296-5880

C. M. McIntosh, Executive Secretary  
Railway Labor Executives' Assn.  
Rm. 804, 400 First St., N. W.  
Washington, D. C. 20001  
A.C. 202, 737-1541



R. E. Stenzinger\*  
Railroad Coordinator  
Int'l. Assn. of Machinists and  
Aerospace Workers  
Railroad Division, Suite 303  
640 Pearson Street  
Des Plaines, Illinois 60016  
A.C. 312, 298-3448

Charles E. Goodlin\*\*  
Director of Railroad Division  
Int'l. Brotherhood of Boilermakers  
and Blacksmiths  
558 New Brotherhood Building  
Kansas City, Kansas 66101  
A.C. 913, 371-2640

Wesley P. Gordon\*\*  
General Chairman, Southeastern Region  
Int'l. Brotherhood of Boilermakers  
and Blacksmiths  
102 West Cleveland Avenue  
Vinton, Virginia 24179  
A.C. 703, 344-8513

D. S. Anderson, Vice President\*\*\*  
Int'l. Brotherhood of Firemen & Oilers  
Room 920, 220 South State Street  
Chicago, Illinois 60604  
A.C. 312, 939-3746

- \* John F. Peterpaul, Vice President represented in railroad matters by Railroad Coordinator R. E. Stenzinger for RLEA purposes.
- \*\* President Buoy represented by Director of Railroad Division Charles E. Goodlin for RLEA purposes and also Wesley P. Gordon.
- \*\*\* President McNamara represented by Vice President D. S. Anderson for RLEA purposes.



January 10, 1975

Mr. C. J. Chamberlain, Chairman  
Railway Labor Executives' Association  
400 First Street, N. W.  
Washington, D.C. 20001

Dear Brother Chamberlain:

Replying to your request that each Chief Executive assign one representative to meet periodically with Brother James E. Burke, Labor Member, USRA Board of Directors.

This is to advise, that I hereby designate Brother L. H. Greene, Jr., Eastern Zone Supervisor, 103 E. 125th St., Suite 610, New York, New York 10035 as our representative for the above purpose.

Fraternally yours,

C. L. Dellums,  
International President

CLD:cr  
CC : Mr. L. H. Greene, Jr.



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

October 3, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Amtrak Pass Restrictions

Dear Sirs and Brothers:

Enclosed is copy of restrictions governing employee free and reduced rate travel - circular number one, furnished this office by the Amtrak Pass Bureau.

As indicated in the circular, Amtrak has lifted seasonal, special day and special train restrictions (with the exception of Turbo Trains, Metroliners and the Silver Meteor) for designated periods, and has restored the 24-hour reservation rule in lieu of the 4-hour rule where it previously applied.

Amtrak legislation now pending before House and Senate Conferees contains language lifting some of the restrictions about which we had previously complained.

You will be kept advised of future developments, both regarding the Amtrak legislation and our future endeavors with Amtrak officials.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enc.



RESTRICTIONS GOVERNING EMPLOYEE  
FREE and REDUCED-RATE TRAVEL  
Circular # 1

Amtrak



RECEIVED

SEP 30 1974

R L E A

1. Prohibited Trains

- A. Effective September 3, 1974, through April 30, 1975, the following trains are prohibited to all employee free and reduced-rate travel, unless the traveler is in possession of a recognized Amtrak Pass Document which contains an endorsement reading "Restricted" or "Good for Metroliners and Turbotrains."

TRAINS

Turbotrains	(Boston to New York route)
Metroliners	(All routes)

- B. Effective December 13, 1974, through April 30, 1975, the following trains are prohibited to all employee free and reduced-rate travel. No pass document will be honored for transportation on these trains.

TRAIN NUMBERS  
83, 84

TRAIN NAME  
The Silver Meteor


11. Reservation Limitations: Effective Sept. 3, 1974, through April 30, 1975.

- A. Reservations may be made for trains not prohibited in section I, according to the following regulations.
- B. Reserved space (first class and coach) is prohibited to all free and reduced-rate travelers unless reservations are made within 24 hours of published departure time from the city of passenger boarding, or unless the traveler is in possession of a recognized Amtrak Pass Document which contains a "Positive Space" endorsement.
- C. All sleeping car space must be secured through the procedures outlined in section IIB. No sleeping car space may be secured aboard trains.



**R L E A****RAILWAY LABOR EXECUTIVES' ASSOCIATION**

737-1541

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 **FINANCIAL STATEMENT  
JANUARY 1975****RECEIPTS**

January			
1	Cash on Hand		46,200.57
3	Sheet Metal Workers	RLEA Assessment #24 - 12/23/74	500.00
6	Signalmen	Miscellaneous (Rent for January)	84.00
	Signalmen	RLEA Assessment #24 - 12/23/74	540.00
	Balance of Account from 11 FRA-Rail Labor Seminars		1,311.24
7	Sleeping Car Porters	RLEA Assessment #22 - 11/22/74	50.00
	Sleeping Car Porters	RLEA Assessment #23 - 12/9/74	50.00
	Sleeping Car Porters	RLEA Assessment #24 - 12/23/74	50.00
8	Machinists	" " " "	1,260.00
13	Electrical Workers	RLEA Assessment #1 - 1/9/75	800.00
	Dispatchers	RLEA Assessment #21 - 11/18/74	150.00
	Dispatchers	Civil Rights Assessment #26 - 11/5/74	150.00
	Dispatchers	RLEA Assessment #23 - 12/9/74	150.00
	Dispatchers	RLEA Assessment #24 - 12/23/74	150.00
	Supervisors	" " " "	250.00
	Supervisors	RLEA Assessment #1 - 1/9/75	250.00
14	Sheet Metal Workers	" " " "	500.00
	Machinists	" " " "	1,260.00
15	Carmen	RLEA Assessment #24 - 12/23/74	2,460.00
17	Masters, Mates & Pilots	RLEA Assessment #1 - 1/9/75	50.00
	Boilermakers	" " " "	250.00
	Yardmasters	" " " "	250.00
21	Carmen	" " " "	2,460.00
	Signalmen	" " " "	540.00
	Sleeping Car Porters	" " " "	50.00
	Firemen & Oilers	RLEA Assessment #24 - 12/23/74	800.00
	Firemen & Oilers	RLEA Assessment #1 - 1/9/75	800.00
22	Marine Engineers	" " " "	50.00
27	Locomotive Engineers	" " " "	1,500.00
29	Electrical Workers	RLEA Assessment #2 - 1/28/75	800.00
	Sheet Metal Workers	" " " "	500.00
	Engineers	" " " "	1,500.00
30	Boilermakers	" " " "	250.00
31	Carmen	" " " "	2,460.00
	Yardmasters	" " " "	250.00
			<u>\$68,675.81</u>



DISBURSEMENTS

January 1975

Federal Tax	1,038.10
Railroad Retirement Tax	924.17
RRUI Tax - 4th Qtr.	192.00
Virginia State Tax - 4th Quarter	399.30
Maryland State Tax - 4th Quarter	183.88
D.C. Tax - 4th Quarter	236.03
Net Salaries for January	3,678.70
Expense Reimbursement	181.72
Rent for January	1,333.52
Office Equipment, rental supplies and printing	366.00
Pressman Welfare and Pension Fund	115.88
Attorney Fees*	4,465.66
Other Office Expenses**	1,829.54
Cash on Hand***	53,731.31
	<u>\$68,675.81</u>

\* See Attached

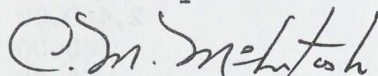
\*\* \$655.62 of other Office Expenses paid to Congress of Railway Unions  
1/2 of balance remaining from FRA-Rail Labor Seminars.

\*\*\* \$20,614.00 of Cash on Hand earmarked for Political Education.

\$3,049.75 of Cash on Hand earmarked for expenses incurred by Railroad  
Retirement Negotiating Subcommittee

\$30,067.56 of Cash on Hand is available for regular RLEA expenses.

Fraternally submitted



C. M. McIntosh  
Executive Secretary



MULHOLLAND, HICKEY & LYMAN STATEMENT  
DATED JANUARY 10, 1975

Re: Boston & Maine Reorganization

Services rendered on the 5th, 9th, 20th and 23rd of December, 1974, totaling 1 hour of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 60.00

Re: CNJ Reorganization

Services rendered on the 3rd, 13th, 16th, 17th and 23rd of December, 1974, totaling 1-3/4 hours of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings; conference with counsel for CNJ Woody Warfield re RRRA.

\$ 90.00

Cash advanced:

Long distance telephone call:  
11-7 Newark

1.38 \$ 96.38

Re: Erie Lackawanna Reorganization

Services rendered on the 2nd, 5th, 9th, 12th, 13th, 23rd, 26th and 31st of December, 1974, totaling 2 hours of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 120.00

Re: Erie Lackawanna - Suspension of Agreement

Services rendered on the 11th, 12th, 23rd, 24th and 26th of December, 1974, totaling 2 hours of time and consisting of:

Conference with Mr. Streeter at ICC re briefing schedule; review of correspondence; conference with other union counsel re Supreme Court denial of Trustees' Petition for a Writ of Certiorari and legal research re procedure for seeking rehearing; preparation of correspondence and conference with other union counsel re notification of Clerk of the USCA for the 6th Circuit of Supreme Court denial of Trustees' Petition for a Writ of Certiorari;



## Erie Lackawanna - Suspension of Agreement (Continued)

preparation of correspondence to Executive Secretary McIntosh re Supreme Court decision denying Trustees' Petition for a Writ of Certiorari and office conference.

\$ 120.00

Cash advanced:

Long distance telephone calls:

11-7	Cleveland	\$ 1.75
11-7	Cleveland	3.60
11-22	Cleveland	6.57
	Tax	<u>1.19</u>

<u>13.11</u>	\$ 133.11
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Re: ICC Cases - General

Services rendered on the 2nd, 3rd, 5th, 6th, 9th, 11th, 12th, 13th, 16th, 17th, 18th, 20th, 26th, 27th, 30th and 31st of December, 1974, totaling 6-1/4 hours of time and consisting of:

Review of correspondence, pleadings, notices, orders and releases re: pending ICC abandonment, trackage rights and acquisition proceedings; review of correspondence from IAMAW on F.D. 27770 requesting Burlington rather than New Orleans conditions be imposed by ICC and review of ICC docket.

\$ 375.00

Re: Lehigh Valley Reorganization

Services rendered on the 2nd, 5th, 6th, 9th, 11th, 16th, 18th, 20th, 23rd and 26th of December, 1974, totaling 2-1/2 hours of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 150.00

Cash advanced:

Long distance telephone call:

12-2	Harrisburg	<u>.71</u>
------	------------	------------

\$ 150.71

Re: New Haven Reorganization

Services rendered on the 2nd of December, 1974, totaling 1/4 hour of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 15.00



Re: Penn Central RR Reorganization

Services rendered on the 2nd, 5th, 6th, 9th, 11th, 13th, 16th, 17th, 18th, 20th, 23rd, 27th and 30th of December, 1974, totaling 3-1/4 hours of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 195.00

Re: Penn Central Subsidiaries

Services rendered on the 9th, 11th, 16th, 17th, 19th, 23rd, 27th and 31st of December, 1974, totaling 6-1/2 hours of time and consisting of:

Review of Complaint challenging ICC Order; office conference; conference with Mr. Streeter of ICC re: 3-judge District Court Case and conference with other union counsel re: same; office conference re: filing of reply to Penn Central Complaint; conference with ICC staff re: filing of answer; conference with Harold Ross re: answer to be filed; preparation of motion to intervene in 3-judge District Court Case challenging ICC decision re: Penn Central merger protective agreement; preparation of answer to trustees' complaint seeking to set aside ICC decision and order.

\$ 415.00

Re: Reading RR Reorganization

Services rendered on the 2nd, 6th, 9th, 11th, 12th, 16th, 18th, 20th, 26th, 27th and 30th of December, 1974, totaling 2-3/4 hours of time and consisting of:

Review of orders issued by Reorganization Court, petitions filed on behalf of Trustees and pleadings filed by parties to reorganization proceedings.

\$ 165.00

Re: Regional Rail Reorganization Act

Services rendered on the 2nd, 5th, 6th, 9th, 16th, 17th, 18th, 19th, 26th and 31st of December, 1974, totaling 8 hours of time and consisting of:

Review of correspondence, pleadings, notices, orders and releases; work on preparation of reply to USRA proposed regulations re interim abandonment under Sec. 304(f) of RRA; conference with other union counsel re same; office conference and review of suggested changes re proposed Sec. 601(e) agreement; office conference re proposed abandonment regulations issued by USRA under Sec. 304(f); conference with Chairman Chamberlain and revision of proposed agreement re Sec. 601(e) operations; conference with Yardmaster President Otto re same; review of USRA annual report and conference with other union counsel re same.

\$ 455.00

Cash advanced: Photocopies

1.00

\$ 456.00



Re: UP - RI Merger

Services rendered on the 4th, 5th, 6th, 11th, 16th, 19th, 23rd and 26th of December, 1974, totaling 11 hours of time and consisting of:

Study of Interstate Commerce Commission's decision relative to employee protective conditions and comments on attrition agreement; office conference re same; legal research re cases pertaining to Sec. 5(2)(f); review of pleadings filed by parties seeking extension of time in which to file Exceptions to ICC decision; review of correspondence and ICC Order extending time in which to file petition for reconsideration of ICC's decision; need for meeting of attorneys concerned and recommendations to labor organizations re follow up on Commission's decision; meetings with UP representative Glenn Farr re same and need for further conferences on protective conditions; conference meeting with Attorney Mahoney representing Brotherhood of Railway Clerks re (1) whether to appeal decision, (2) necessity of seeking answer with other railroads involved in merger transaction and (3) need to further explore problem with UP.

\$ 720.00

Cash advanced:

Photocopies

1.30 \$ 721.30

Re: Negotiations for Transit Industry Protective Agreement Applicable to Proposed Operating Subsidiaries Legislation and UMTA Capital Grants

Services rendered on the 11th and 12th of December, 1974, totaling one hour of time and consisting of:

Long distance telephone conference with PATH Counsel Rusinko re meeting scheduled for December 13; telephone conference with ATU Counsel Putnam re protective agreement; review of proposed agreement.

\$ 75.00

Cash advanced:

Long distance telephone call:

11-19 New York

.88 \$ 75.88

Re: UMTA Application - Conn. DOT (CT 03-0013)

Services rendered on the 2nd, 3rd, 4th, 5th, 6th, 12th and 26th of December, 1974, totaling 2-1/2 hours of time and consisting of:

Correspondence with Conn. DOT; telephone conference with Lary Yud; office conference; review of correspondence from RED President Yost and System Federation No. 1 Secretary-Treasurer McAteer; phone conference with Perlmutter re same; further conference with Yud re correspondence from RED System Federation No. 1



UMTA Application - Conn. DOT (CT 03-0013 (Continued)

Secretary-Treasurer McAteer re protective arrangements; review of files re same; further correspondence from Conn. DOT re agreement. \$ 160.00

Cash advanced:

Photocopies 1.50

Long distance telephone calls:

11-19 Oakdale 3.78 \$ 165.28

Re: UMTA Application - Ill. DOT (IL 03-0031)

Services rendered on the 5th, 6th and 12th of December, 1974, totaling 2-3/4 hours of time and consisting of:

Review of proposed agreement; office conference re same; phone conference with Lary Yud; further office conference on protective agreement; long distance telephone conference with BLE Asst. Grand Chief Engineer Skutt re: protective agreement.

\$ 170.00

Re: UMTA West Suburban Mass Transit District (IL 03-0044)

Services rendered on the 4th of December, 1974, totaling 1/2 hour of time and consisting of:

Review of correspondence from RED President Yost and Sys. Fed. No. 7 Secy-Treas. Robison; review of application.

\$ 30.00

Re: UMTA Application - CTA (M 5000 (3)) Illinois

Services rendered on the 2nd, 3rd, 4th, 5th, 12th, 19th and 20th of December, 1974, totaling 5 hours of time and consisting of:

Office conference re: proposed agreement to protect employees; telephone conference with Lary Yud; long distance telephone conferences with Presidents Otto, Pfenning and Ferlin; further telephone conference with Lary Yud; correspondence from Undersecretary of Labor Fasser re: protective conditions.

\$ 345.00

Re: UMTA Application - MBTA (Ma 03-0024, Amendment No. 1)

Services rendered on the 6th, 9th, 10th and 12th of December, 1974, totaling 2-1/4 hours of time and consisting of:

Review and analysis of application; preparation of correspondence to Director Burgoon of Department of Labor and Executive-Secretary McIntosh; draft of reply to BLE Vice President Skutt's inquiry re B&M commuter



UMTA Application - MBTA (Ma 03-0024, Amendment No. 1 (Continued)

service; preparation of correspondence to  
BLE Assistant Grand Chief Engineer Skutt. \$ 135.00

Cash advanced:  
Photocopies 1.00 \$ 136.00

Re: UMTA Application - MBTA (MA 03-0036)

Services rendered on the 2nd, 3rd, 4th, 5th,  
6th and 26th of December, 1974, totaling  
5 hours of time and consisting of:

Office conference and telephone conferences  
with Lary Yud; review of proposal for 13(c)  
agreement; office conferences re: Protective  
agreement; conferences with MBTA Counsel  
Emerson, Lary Yud and Jim Perlmutter re:  
proposed 13(c) agreement and revisions thereto. \$ 325.00

Re: UMTA Application - MBTA (MA 03-0037)

Services rendered on the 6th and 18th of December,  
1974, totaling 2 hours of time and consisting of:

Review and analysis of application; preparation  
of correspondence to Dir. Burgoon of Department  
of Labor and Exec. Secretary McIntosh; review of  
proposed agreement for protection of subordinate  
officials; correspondence to MBTA re: same. \$ 120.00

Re: UMTA Application - Camden, N.J. (NJ 03-0018)

Services rendered on the 13th and 26th of December,  
1974, totaling 3-1/4 hours of time and consisting of:

Review of application; preparation of correspondence  
to Director Burgoon and Executive-Secretary McIntosh. \$ 195.00

Cash advanced:  
Photocopies 1.00 \$ 196.00

TOTAL \$4,465.66



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

737-1541

January 7, 1975

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

Please refer to my letter of December 11, 1974, suggesting that each Chief Executive assign one representative to meet periodically with Brother James E. Burke, Labor Member, USRA Board of Directors.

The initial briefing conference was held on December 17, 1974.

The second conference is now scheduled to commence at 2:00 p.m. January 20, 1975, in the Plaza Room, Second Floor, Dupont Plaza Hotel, Washington, D. C.

Fraternally yours,

*C. J. Chamberlain*  
Chairman

cc: Mr. James E. Burke  
National Legislative Representatives



January 9, 1975

Mr. Stephen M. Paskoff  
6342 Marchand Street  
Pittsburgh, Pa 15206

Dear Mr. Paskoff:

The Brotherhood is a very small organization, and seldom have need for an attorney. We do not maintain an attorney on our staff and whenever we must use an attorney we use one of the Railway Labor Executives' associations' attorneys.

Very truly yours,

C. L. Dellums,  
International President

CLD:cr



December 30, 1974

Mr. C. J. Chamberlain, Chairman  
Railway Labor Executives' Association  
400 First Street, N. W.  
Washington, D.C. 20001

Dear Brother Chamberlain:

As you no doubt know, I'm now a member of the Executive Council of the AFL-CIO. Since the executive council sessions will be held at the same time R.L.E.A. sessions are being held, I wish to hereby designate International Vice President, L. J. Shackelford, Jr., as my representative to attend these sessions.

Fraternally yours,

C. L. Dellums,  
International President

CLD:cr  
CC : Mr. L. J. Shackelford, Jr.



C. J. CHAMBERLAIN, CHAIRMAN

C. M. MCINTOSH, EXECUTIVE SECRETARY-TREASURER

J. W. O'BRIEN, VICE CHAIRMAN

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**  
RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

December 23, 1974

Assessment No. 24

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<hr/> \$8,910.00

*O. K. C. L. Sellums*



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

December 9, 1974

Assessment No. 23

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<u>\$8,910.00</u>

*O. K. C. L. Hellums*



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

November 22, 1974

Assessment No. 22

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIlwain*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<u>\$8,910.00</u>

*O. K. C. L. Pellums*



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

737-1541

November 8, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Regional Rail Reorganization Act of 1973

Dear Sirs and Brothers:

We are enclosing copy of correspondence received from Wendell E. Hulcher, Chief, Government and Industry Liaison, Rail Services Planning Office, Interstate Commerce Commission, Washington, D. C. 20423, relative to the above titled subject.

This is being furnished for your information and file.

Fraternaly yours,

*C. M. McIntosh*

Executive Secretary

Enc.



Interstate Commerce Commission  
Washington, D.C. 20423

RAIL SERVICES PLANNING OFFICE

November 6, 1974

MEMORANDUM FOR LABOR UNION REPRESENTATIVES

SUBJECT: Regional Rail Reorganization Act of 1973

RECEIVED

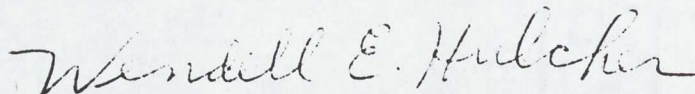
NOV 7 1974

R L E A

As you may already know, on October 26th the President signed a Congressional Joint Resolution extending the planning process of the Act for 120-days. In addition, the Resolution offered clarifying language on provisions for rail service continuation subsidies. We are enclosing for your information a copy of the Resolution and the United States Railway Association (USRA) News Release on the 120-days extension.

On a separate matter, the United States Railway Association intends to issue its annual report in November. Planning Office Director, George M. Chandler intends to seek public comment on the contents of the Report. Following the Office's review of the Report, the Rail Services Planning Office will announce its decision on whether formal public hearings or some other means of providing a forum for public comment will be most appropriate. We will forward that decision and the Office's public announcement outlining the means and schedule by which all interested persons can make known their views on this important subject.

Sincerely,



Wendell E. Hulcher, Chief  
Government and Industry Liaison





United States  
of America

# Congressional Record

PROCEEDINGS AND DEBATES OF THE 93<sup>d</sup> CONGRESS, SECOND SESSION

Vol. 120

WASHINGTON, THURSDAY, OCTOBER 10, 1974

No. 154

## Senate

S.J. RES. 250

Whereas, the Senate and Congress recently enacted major reorganization legislation to prevent economic disaster in the area served by the Penn Central Railroad and six other bankrupt Class I railroads (Regional Rail Reorganization Act of 1973, Public Law 93-236); and

Whereas, such legislation provided for the immediate establishment of a new entity, the United States Railway Association, to plan such reorganization and to adopt and release a "preliminary system plan" within 300 days after the enactment of the legislation, and to prepare and submit the "final system plan" to the directors of the Association within 420 days after enactment, pursuant to a funding authorization not to exceed \$26,000,000; and

Whereas, as a result of circumstances not within the control of the Congress or the United States Railway Association, the Association was unable to commence full-scale operations until more than four months later than was contemplated in the legislation; and

Whereas, the Association will not be able to prepare reorganization plans for an efficient, adequate, safe, and reliable rail transportation system in the Midwest and Northeast region of the United States unless it is granted an additional 120 days in which to adopt the preliminary system plan and an additional 120 days in which to prepare the final system plan and authorization for funding for such additional period; and

Whereas, such legislation provided a system of rail service continuation subsidies so that shippers and local and State governments could, on a matching basis with the Federal Government, continue rail service on selected lines within a State which might not otherwise continue to be operated; and

Whereas, confusion has been engendered by the failure to include in such legislation a definition of which rail services are eligible for such subsidies.

Now, therefore, be it

Resolved, That

(a) Section 207 (a) (1) of the Regional Rail Reorganization Act of 1973 (87 Stat. 985) is amended by striking the figure "300" in the first sentence thereof and substituting therefor figure "420".

(b) Section 207 (c) of the Regional Rail Reorganization Act of 1973 (87 Stat. 985) is amended by striking the figure "420" in the first sentence thereof and substituting therefor the figure "540".

(c) Section 214(c) of the Regional Rail Reorganization Act of 1973 (87 Stat. 985) is amended by striking the figure "\$26,000,000" and substituting therefor the figure "\$40,000,000".

(d) Section 402(c) of the Regional Rail Reorganization Act of 1973 (87 Stat. 985) is amended by inserting "(1)" before the first sentence thereof, redesignating paragraphs (1), (2), (3), and (4) as subparagraphs (A), (B), (C), and (D), respectively, and by adding the following new paragraph:

"(2) Rail freight services eligible for rail service continuation subsidies pursuant to subsection (b) of this section are—

"(A) those rail services of railroads in reorganization in the region which the final system plan does not designate to be continued;

"(B) those rail services in the region which have been at any time during the 5 year period prior to the date of enactment of this Act, or which are subsequent to the date of enactment of this Act, owned, leased, or operated by a State agency or a local or regional transportation authority or with respect to which a State, a political subdivision thereof, or a local or regional transportation authority has invested at any time during the 5 year period prior to the date of enactment of this Act, or invests subsequent to the date of enactment of this Act, substantial sums for improvement or maintenance of rail service; and

"(C) those rail services in the region with respect to which the Commission issues a certificate of abandonment effective on or after the date of enactment of this Act."

(D) The last sentence of section 403(a) of the Act is amended to read: "Provided, however, that any rail service for which a State agency or local or regional transportation authority receives such loan is no longer eligible for a rail service continuation subsidy pursuant to section 402 of this title."



# NEWS

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## United States Railway Association

2100 Second Street, S.W.  
Washington, D.C. 20595  
Contact: (202) 426-4250

Office of Public and  
Governmental Affairs

FOR IMMEDIATE RELEASE  
October 29, 1974

Contact: Alex Bilanow  
Bob O'Rourke

### PRESIDENT SIGNS AMENDMENT TO REGIONAL RAIL REORGANIZATION ACT

The United States Railway Association has announced that the Preliminary System Plan for restructuring the bankrupt railroads in the Northeast and Midwest will be completed and made public on February 26, 1975.

Arthur D. Lewis, chairman of the board of the Association, made the announcement following the October 26 signing by President Ford of legislation granting the Association a 120-day extension of the planning process as mandated in the Regional Rail Reorganization Act of 1973. The original deadline for the Preliminary System Plan under the Act had been October 29, 1974. Because of the delay, the Association will publish in November a progress report of its activities, in the form of an expanded annual report to Congress. The extension sets July 26, 1975, as the date for publication and issuance to Congress of the Final System Plan.

The House and Senate approved the 120-day extension in a joint resolution (S.J. 250) prior to the recess. In requesting the extension, the Association had noted that, although the Act was signed into law on January 2, 1974, the Association did not have a board of directors in place until July. This unanticipated delay meant that work on numerous contracts providing essential data into the planning processes were late in being awarded, since the awards required board approval.

"The extra time provided by the 120-day extension will enable us to make optimum use of the massive amount of data now flowing into the Association concerning the nature and condition of railroad properties and the movement of people and commodities in or through the 17-state region," Lewis stated.



He pointed out that the basic models for predicting revenues and costs under various system configurations have been designed, but that key increments of data are still in process of being collected under Association research contracts. Overall, more than \$8.3 million in such contracts have been awarded so far, Lewis said.

According to Chairman Lewis, by far the most expensive data collection effort has been the survey and evaluation of existing properties of the bankrupt railroads, including specific identification of the properties, their condition, and what it would cost to upgrade them to varying levels of operating condition or performance. This has involved about 23,000 line miles, much of which is double tracked, some 40,000 bridges on the Penn Central alone, thousands of structures ranging in size from wayside telephone stands to major terminals, along with many thousands of parcels of land.

Under other contracts, he noted, basic questions relating to manpower, environmental impact, competition between various modes and with solvent carriers, community impact, and mainline and branch line alternatives and strategies are being examined.

The United States Railway Association is the federal corporation set up under the Regional Rail Reorganization Act to plan and finance the restructuring of bankrupt carriers, including the Penn Central, Lehigh Valley, Lehigh and Hudson River, Reading, Ann Arbor and the Central of New Jersey into a safe, efficient and economically viable system, or systems, designed to meet present and future rail transportation needs for the region and the nation.



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

November 8, 1974

Assessment No. 21

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
Machinists	25,000	13.99	1,260.00
Firemen & Oilers	16,000	9.00	800.00
Electrical Workers	16,000	9.00	800.00
Signalmen	11,000	6.00	540.00
Sheet Metal Workers	9,000	5.55	500.00
Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<hr/> \$8,910.00

*O.K. But isn't  
this the one that's already  
paid?  
C. L. Delburn*



**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001 

November 5, 1974

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

RE: RLEA Special Assessment # 26  
Civil Rights Cases - Jacksonville Terminal etc.

Dear Sirs and Brothers:

We are hereby levying a Special Assessment covering Civil Rights Cases as agreed to at the February 1970 RLEA meeting.

The proportionate amount due from each organization involved is shown on the attached sheet.

Fraternally yours,

*C. M. McIntyre*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y. Electrical Workers  
Mr. David S. Turner, Sec'y. Sheet Metal Workers



RLEA SPECIAL ASSESSMENT - Civil Rights Cases  
(Jacksonville Terminal etc)

SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>AMOUNT</u>
Carmen	50,000	\$ 2,460.00
Machinists	25,000	1,260.00
Firemen & Oilers	16,000	800.00
Electrical Workers	16,000	800.00
Signalmen	11,000	540.00
Sheet Metal Workers	9,000	500.00
Supervisors	5,000	250.00
Boilermakers & Blacksmiths	5,000	250.00
Yardmasters	5,000	250.00
Dispatchers	3,000	150.00
Sleeping Car Porters	1,000	50.00

*D. K. C. L. Hellums*

4/2/73



EXECUTIVE COUNCIL

HAROLD J. BUOY  
NEW BROTHERHOOD BUILDING  
KANSAS CITY, KANSAS 66101

ANTHONY L. KRAUSE  
4929 MAIN STREET  
KANSAS CITY, MISSOURI 64112

CHARLES H. PILLARD  
1125 15TH STREET N.W.  
WASHINGTON, D.C. 20005

W. E. FREDENBERGER  
200 MARYLAND AVENUE, N.E.  
WASHINGTON, D.C. 20002

# Railway Employees' Department

AMERICAN FEDERATION OF LABOR AND CONGRESS OF  
INDUSTRIAL ORGANIZATIONS



JAMES E. YOST, PRESIDENT

220 SOUTH STATE STREET : SUITE 1212  
(312) 427-9546 CHICAGO, ILLINOIS 60604

October 22, 1974

AFFILIATED  
ORGANIZATIONS

INTERNATIONAL BROTHER-  
HOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS  
AND HELPERS.

BROTHERHOOD RAILWAY  
CARMEN OF THE UNITED  
STATES AND CANADA.

INTERNATIONAL BROTHER-  
HOOD OF ELECTRICAL  
WORKERS.

INTERNATIONAL BROTHER-  
HOOD OF FIREMEN AND  
OILERS.

35-690  
14B-37-1972

Re: H.R. 5385 - Subcontracting

Mr. William H. Dempsey, Chairman  
National Railway Labor Conference  
1225 Connecticut Avenue, NW  
Washington, DC 20036

Dear Mr. Dempsey:

It is with regret I read your letter of September 27th responding to mine of September 23, 1974, relative to the subject matter noted above wherein you advise that the Carriers are not agreeable to abide by the provisions of Agreement on the procedures to be followed when management believe it necessary to subcontract work which is to be performed with Federal financial assistance.

It was our sincere belief that the Agreement reached and submitted to Congressman John Jarman by joint letter dated July 15, 1974, was made in good faith and in the best interest of both Management and Labor, but evidently Carrier's good faith went only to the extent of submitting it to the Congress for consideration.

For almost two years we have been hammering away at the cancer of subcontracting in an effort to retard its growth. Apparently, we have failed. Therefore, you may rest assured that it will be absolutely necessary for us to effectively resolve the question of subcontracting in our up-coming National negotiations before any agreement can be reached.

Yours very truly,

*James E. Yost*  
James E. Yost  
President

1A/dg



Mr. William H. Dempsey  
Chairman  
National Railway Labor Conference

35-690  
14B-37-1972  
October 22, 1974

CC: Executive Council Members  
Chief Executives RLEA  
Members Labor Management Committee  
Mr. William J. Hickey



737-1541



**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST STREET, N. W., WASHINGTON, D. C. 20001

October 22, 1974

The Honorable William D. Hathaway  
United States Senate  
248 Old Senate Office Building  
Washington, D.C. 20510

Dear Senator Hathaway:

In behalf of all the active and retired members of the affiliated organizations of the Railway Labor Executives' Association, I want to extend our sincere appreciation to you for your leadership and efforts in handling the railroad retirement legislation to a successful conclusion.

As you know, this most complex legislative package represented a milestone in resolving our railroad retirement system pension problems, and the members of our joint labor-management negotiating committee are deeply appreciative of the dedicated manner in which you quickly and thoroughly analyzed the negotiated agreement and determined that it was an equitable solution to all parties of interest.

Your capable, influential handling and guidance of this legislation through the Senate and in overriding the unexpected Presidential veto, will never be forgotten.

Once again, our sincere thanks from all railroad labor and our pensioners.

Sincerely and fraternally,

Chairman



cc: Mr. William H. Dempsey, Chairman  
National Railway Labor Conference

Mr. Stephen Ailes, President  
Association of American Railroads

Mr. Al H. Chesser, President  
United Transportation Union

Mr. H. C. Crotty, President  
Brotherhood of Maintenance of Way Employees

Mr. C. L. Dennis, International President  
Brotherhood of Railway, Airline and Steamship Clerks

RLEA Affiliates



737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST STREET, N. W., WASHINGTON, D. C. 20001

October 22, 1974

The Honorable Harley Staggers  
The House of Representatives  
2366 Rayburn Building  
Washington, D.C.

Dear Mr. Chairman:

In behalf of all the members both active and retired, of the affiliated organizations of the RLEA, I want to extend our profound thanks to you for your efforts in guiding our railroad retirement legislation through the House to a successful conclusion.

Once again your legislative skill and your personal compassion for "people legislation" was very much in evidence as you skillfully and tactfully worked to preserve our railroad retirement pension system for our 1,100,000 pensioners and 600,000 active railroad employees.

All of us in labor and management who played an active part in negotiating the most complex railroad retirement legislative package realize that if it were not for your personal involvement and leadership in handling the legislation through the House, and the subsequent override of the President's veto, our efforts would have been in vain and our entire pension system would have suffered irreparable damage.

Mr. Chairman, at times like this we find it difficult to use words that would appropriately express our appreciation to you for everything that you have done in this endeavor and in the past, so I will close by simply saying, thank you, and may God richly bless you for your compassionate dedicated service to the people of our great nation.

Sincerely and fraternally,

Chairman





cc: Mr. William H. Dempsey, Chairman  
National Railway Labor Conference

Mr. Stephen Ailes, President  
Association of American Railroads

Mr. Al H. Chesser, President  
United Transportation Union

Mr. H. C. Crotty, President  
Brotherhood of Maintenance of Way Employees

Mr. C. L. Dennis, International President  
Brotherhood of Railway, Airline and Steamship Clerks

RLEA Affiliates



737-1541

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st STREET, N. W., WASHINGTON, D. C. 20001

October 22, 1974

Mr. C. L. Dellums, Int'l. President  
Brotherhood of Sleeping Car Porters  
1716-18 Seventh Street  
Oakland, California 94607

Dear Sir and Brother:

Thank you for your check No. 2787 in the amount of \$150.00 as payment for Assessment Nos. 17, 18 and 19.

This is to advise that you have previously paid Assessment No. 17, which we received September 25, 1974 which covered Assessment Nos. 16 and 17 and the Special Assessment for Labor Newspaper Makeover Editions.

We will apply a \$50.00 payment to Assessment No. 20, which is enclosed, and would appreciate you correcting your records per above.

Fraternally yours,

*C. M. Tosh*

Executive Secretary

Enc.

cc: W. W. Seymour, Secy. Treas.



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

October 22, 1974

Assessment No. 20

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McHugh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers

*Already paid*



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
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Signalmen	11,000	6.00	540.00
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Supervisors	5,000	2.80	250.00
Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<hr/> \$8,910.00



October 24, 1974

Mr. C. M. McIntosh, Executive Secretary-treasurer  
Railway Labor Executive Association  
400 First Street, N. W.  
Washington, D. C. 20001

Re: Railroad Retirement

Dear Brother McIntosh:

Reference is hereby made to yours under of October 17th, 1974 concerning above reference. This then is to advise that we would appreciate 90 copies of the Public Law relative to railroad retirement bill when it is printed and available being sent to us.

Fraternally yours,

C. L. Dellums,  
International President

CLD:cr



NATIONALLY ORGANIZED LABOR ORGANIZATIONS QUALIFIED TO  
PARTICIPATE IN THE FORMATION OF THE NATIONAL RAILROAD  
ADJUSTMENT BOARD - SELECTION OF LABOR MEMBER FOURTH  
DIVISION - FRANK FERLIN, JR.

	<u>Yes</u>	<u>No</u>
American Railway Supervisors' Assn.	___	___
American Train Dispatchers' Assn.	___	___
Brotherhood of Locomotive Engineers	___	___
Brotherhood of Railroad Signalmen	___	___
Brotherhood of Railway Carmen of U.S. and Canada	___	___
Brotherhood of Sleeping Car Porters	<u>✓</u>	___
Int'l. Assn. of Machinists and Aerospace Workers	___	___
Int'l. Brotherhood of Boilermakers & Blacksmiths	___	___
Int'l. Brotherhood of Electrical Workers	___	___
Int'l. Brotherhood of Firemen & Oilers	___	___
Int'l. Org. Masters, Mates & Pilots of America	___	___
National Marine Engineers' Beneficial Assn.	___	___
Railroad Yardmasters of America	___	___
Railway Employes' Dept., AFL-CIO	___	___
Sheet Metal Workers' Int'l. Assn.	___	___

C. L. Williams  
Chief Executive of Organization

10-14-74  
Date Signed



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

*Order 60) BH*

October 17, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Railroad Retirement

Dear Sirs and Brothers:

We would appreciate each of you advising us of the number of copies your organization will need of the Public Law relative to our railroad retirement bill when it is printed and available.

At the present time it has not been given a number nor has it been printed yet, but we will receive copies immediately when it is available and plan to reproduce sufficient copies to meet your organization's needs.

Please advise us of the number of copies required at your earliest convenience.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary



C. J. CHAMBERLAIN, CHAIRMAN

C. M. MCINTOSH, EXECUTIVE SECRETARY-TREASURER

J. W. O'BRIEN, VICE CHAIRMAN

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**  
RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

October 8, 1974

Assessment No. 19

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Dear Sirs and Brothers:

We are hereby levying an assessment to replenish the funds of the Association. The proportionate amount due from each organization is shown on the attached sheet.

The assessment is necessary at this time to pay current bills and to have sufficient funds on hand to carry on the usual functions of the Association.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosure

cc: Mr. Joseph D. Keenan, Sec'y., Electrical Workers  
Mr. David S. Turner, Sec'y., Sheet Metal Workers



SCHEDULE FOR ALLOCATION OF RLEA COSTS

<u>ORGANIZATION</u>	<u>MEMBERSHIP FIGURE FOR ASSESSMENT PURPOSES</u>	<u>PERCENTAGE</u>	<u>PRO RATA SHARE AMOUNT</u>
Carmen	50,000	27.45	\$2,460.00
Engineers	30,000	16.70	1,500.00
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Sheet Metal Workers	9,000	5.55	500.00
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Yardmasters	5,000	2.80	250.00
Boilermakers & Blacksmiths	5,000	2.80	250.00
Dispatchers	3,000	1.68	150.00
Sleeping Car Porters	1,000	.56	50.00
Marine Engineers	1,000	.56	50.00
Masters, Mates & Pilots	1,000	.56	50.00
			<hr/> \$8,910.00

*A. K. C. L. Hellums*



C. J. CHAMBERLAIN, CHAIRMAN

C. M. MCINTOSH, EXECUTIVE SECRETARY-TREASURER

J. W. O'BRIEN, VICE CHAIRMAN

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1ST ST., N. W., WASHINGTON, D. C. 20001

October 3, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Amtrak Pass Restrictions

Dear Sirs and Brothers:

Enclosed is copy of restrictions governing employee free and reduced rate travel - circular number one, furnished this office by the Amtrak Pass Bureau.

As indicated in the circular, Amtrak has lifted seasonal, special day and special train restrictions (with the exception of Turbo Trains, Metroliners and the Silver Meteor) for designated periods, and has restored the 24-hour reservation rule in lieu of the 4-hour rule where it previously applied.

Amtrak legislation now pending before House and Senate Conferees contains language lifting some of the restrictions about which we had previously complained.

You will be kept advised of future developments, both regarding the Amtrak legislation and our future endeavors with Amtrak officials.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enc.



Amtrak



RESTRICTIONS GOVERNING EMPLOYEE  
FREE and REDUCED-RATE TRAVEL  
Circular # 1

RECEIVED

SEP 20 1974

R L E A

1. Prohibited Trains

- A. Effective September 3, 1974, through April 30, 1975, the following trains are prohibited to all employee free and reduced-rate travel, unless the traveler is in possession of a recognized Amtrak Pass Document which contains an endorsement reading "Restricted" or "Good for Metroliners and Turbotrains."

TRAINS

Turbotrains	(Boston to New York route)
Metroliners	(All routes)

- B. Effective December 13, 1974, through April 30, 1975, the following trains are prohibited to all employee free and reduced-rate travel. No pass document will be honored for transportation on these trains.

TRAIN NUMBERS

83, 84

TRAIN NAME

The Silver Meteor

11. Reservation Limitations: Effective Sept. 3, 1974, through April 30, 1975.

- A. Reservations may be made for trains not prohibited in section I, according to the following regulations.
- B. Reserved space (first class and coach) is prohibited to all free and reduced-rate travelers unless reservations are made within 24 hours of published departure time from the city of passenger boarding, or unless the traveler is in possession of a recognized Amtrak Pass Document which contains a "Positive Space" endorsement.
- C. All sleeping car space must be secured through the procedures outlined in section IIB. No sleeping car space may be secured aboard trains.



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

September 30, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: UMTA Application - Connecticut Department of  
Transportation - Purchase of M-2 Cars  
(CT-03-0004, Amendment)

Dear Sirs and Brothers:

We are enclosing copy of the basic agreement executed June 5, 1974, setting forth employee protective arrangements in regard to the above captioned project, together with separate Letters of Understanding executed as of June 5 and June 13, 1974.

This is being furnished for your information and file.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosures



UMTA Application Connecticut Department of Transportation  
Purchase of M-2 cars (CT-03-0004, Amendment)

PROVISIONS FOR PROTECTION OF EMPLOYEES PURSUANT  
TO SECTIONS 3(e), 4 and 13(c) OF THE URBAN MASS  
TRANSPORTATION ACT OF 1964, AS AMENDED

1. Purpose and Scope of Protection

The purpose and scope of this agreement is to provide a fair and equitable arrangement for the protection of the interests of all employees of the Penn Central Transportation Company (PC) now or hereafter represented by the labor organizations signatory hereto who may be affected in their employment by the acquisition of 100 "M-2" cars for use on PC's New Haven line as a result of approval by the United States Department of Transportation of the above-captioned application by the Connecticut Department of Transportation (Public Body) under Section 3 of the Urban Mass Transportation Act of 1964, as amended (Act). Any such project shall be carried out in such a manner so that no employee covered by this agreement shall be placed in a worse position with respect to his employment, as hereinafter provided. This agreement shall not be limited to the project itself, but shall apply to any changes, whether organizational, operational, technological or otherwise, which are reasonably traceable to the assistance provided or reasonably facilitated thereby. This agreement shall become effective on the date that the Public Body



or PC, as a result of the UMTA grant obtained pursuant to the above-captioned application, acquires the first of the "M-2" cars and shall continue until the expiration of the "protective period" during which any employee covered by these provisions is entitled to receive the benefits of these provisions.

2. Definitions and Interpretation of Provisions

(a) Whenever used herein, unless the context requires otherwise:

(1) "Transaction" means the acquisition, installation and/or use by the Public Body or PC of the "M-2" cars, and shall include events occurring in anticipation thereof, during and subsequent thereto.

(2) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service applicable to his employment prior to the date of his displacement or dismissal. For purposes of determining the protective period of a particular employee, the employee's length of service shall be measured in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of 1936.



(b) It is the intent of this agreement to provide employee protections which meet the requirements of Section 13(c) of the Act and in no event less than the benefits established pursuant to Section 5(2)(f) of the Interstate Commerce Act. In so doing, changes in working and organization from arrangements earlier developed under Section 5(2)(f) have been necessary to make such benefits applicable to this Project. In making such changes, it is not the intent of this agreement to diminish such benefits. Thus, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to Section 5(2)(f) of the Interstate Commerce Act.

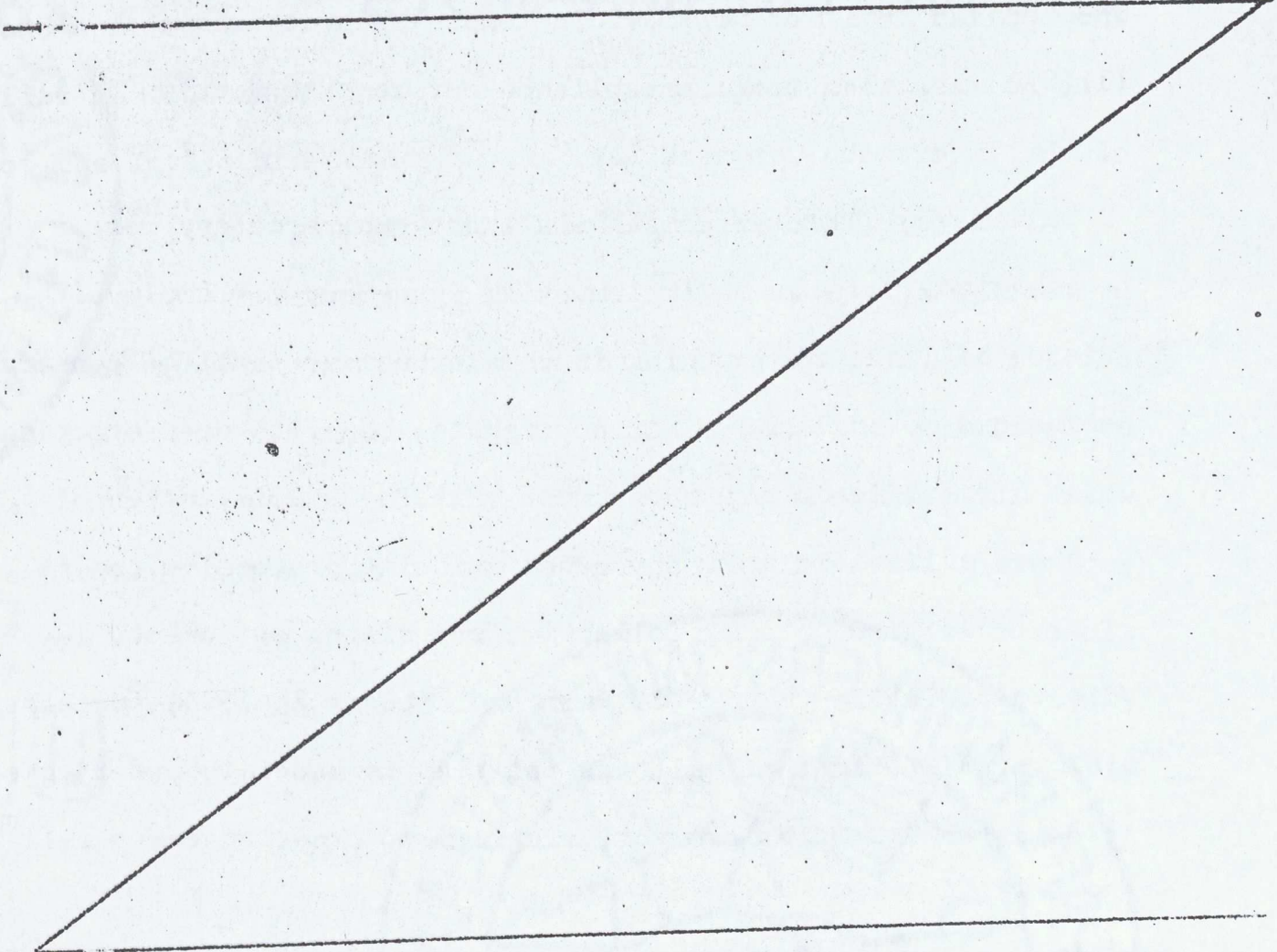
(c) This agreement shall not supersede any merger protective agreement or implementing agreement for employees subject thereto, and nothing in this agreement shall be construed as depriving any employee of any rights, benefits or protection which such employee may have under existing stabilization of employment agreements or any other existing protective conditions or arrangements by collective bargaining agreement, law (including Public Law 93-236, enacted January 2, 1974), or otherwise, provided that no employee entitled to benefits under this Agreement and another protective agreement or arrangement will be



paid more than the compensation and/or expense afforded by the most favorable agreement or arrangement, and, provided further, that the benefits under this Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

3. Notice, Negotiation and Arbitration

(a) When the Public Body or PC contemplate a change in operations, services, or facilities as a result of a transaction which





may result in the dismissal, displacement or rearrangement of the labor forces of PC, the Public Body or PC, whichever contemplates the change, shall give at least ninety (90) days' written notice of such intended change by sending certified mail notice to the union representatives of interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each craft or class to be affected by the intended changes and the number of employees and their craft or class which will be required to perform the work. The date and place of a conference between representatives of all the parties interested in such intended changes for the purpose of reaching agreements with respect to the application thereto of the provisions of this agreement shall be agreed upon immediately after the receipt of said notice, and the conference shall commence within ten (10) days from the date of such request.

(b) Each intended change which may result in the dismissal, displacement or rearrangement of the employee forces of PC other than as provided by schedule agreements, shall provide for the selection of forces from the employees of such railroad or railroads involved on bases accepted by the union representatives of such employees as appropriate for application in the particular cases. Any assignment of employees made necessary by the transaction shall be made on the basis of an agreement between the Public Body or PC, whichever contemplates the change, and the representatives of the employees affected,



not, however, in contravention of collective bargaining agreements relating thereto. Said agreement shall not modify the substantive protections provided herein. In the event of failure to agree within thirty (30) days from commencement of negotiations, the dispute may be submitted to arbitration by either party in the manner set forth in and in accordance with the provisions of Section 10 hereof.

#### 4. Displacement Protection

(a) Whenever an employee of a railroad retained in service is placed in a worse position with respect to his compensation and rules governing his working conditions than existed on the date he was first affected as a result of a transaction, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this section. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first displaced and shall continue during the protective period so long as the employee is unable in the exercise of his seniority rights to obtain a position producing compensation, adjusted to reflect subsequent general wage adjustments (including cost of living adjustments), equal to or exceeding the compensation he received in the position from which he was displaced.



(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for, during the last twelve (12) months in which he performed compensated service more than fifty percentum of each such month based upon his normal work schedule immediately preceding the date of his displacement as a result of the transaction and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance also shall be adjusted to reflect subsequent general wage adjustments (including cost of living adjustments). If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments) he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time paid for, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for.

(c) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is



entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(d) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause.

(e) It is not intended that the provisions of this Section No. 4 shall effect in any way the retirement on pension or annuity rights and privileges of any employee.

5. Dismissal Protection

(a) Should any employee be deprived of employment as a result of a transaction, he shall be considered for the purposes of this agreement a "dismissed employee" and shall be paid a monthly dismissal allowance commencing on the day when first effective. The initial dismissal allowance payment shall be paid each dismissed employee not later than the sixtieth day following the day on which he is "dismissed" and the allowance shall continue to be paid monthly during the employee's protective period as follows:

Employee's Length of Service  
Prior to Adverse Effect

1 day to 6 years  
6 years or more

Period of Payment

Equivalent period  
6 years



During the six-year period following the date on which the employee is deprived of employment, the monthly dismissal allowance shall be equivalent to one-twelfth of the total compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments) prior to the date on which he was first deprived of employment as a \_\_\_\_\_



result of action taken pursuant to a transaction.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of action taken pursuant to a transaction, or when the position he holds is not abolished but he loses that position as a result of exercise of seniority rights by an employee whose position is abolished as a result of a transaction, or, as a result of exercise of seniority rights by other employees brought about as a result of a transaction, and he is unable to obtain another position by the exercise of his seniority rights. Exercise of seniority rights can be required only after the provisions of Section No. 3 hereof have been complied with.

(c) Each employee receiving a dismissal allowance shall keep the Public Body informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the



regular employee is available for service and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service after being notified in accordance with the terms of the working agreement, and such employee may be required to return to the service of his Railroad for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subsection (e) above, said allowance shall cease while he is so re-employed, and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such re-employment, he shall be entitled to all other applicable protections of this agreement, including, specifically, any displacement allowance as set forth in subsection (b) of Section 4, hereof.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his



combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the Public Body shall agree upon a procedure by which the Public Body shall be currently informed of the wages earned by such employee in employment other than with his Railroad and the benefits received. Failure to agree shall be arbitrable pursuant to Section 10 hereof.

(h) The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph (a) above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights to secure an available position, or for other reasonably comparable employment, as set forth in subsection (e) above, or in the event of his resignation, death, retirement on pension, or dismissal for cause.

#### 6. Determination of Length of Service

The length of service of an employee for purposes of this agreement shall be determined from the date he last acquired an employment status with his Railroad, and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employ-



ment status of an employee shall not be interrupted by furlough in instances where the employee is required by an applicable bargaining agreement to return to service when called and does so. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of his Railroad.

7. Preservation of Rights, Privileges and Benefits

(a) The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of PC's employees or retirees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

(b) No employee affected by a transaction shall be deprived during his protective period of any rights, privileges or benefits attached to his previous employment, including but not limited to these enumerated in paragraph (a) of this Section, as well as any other benefits to which he may be entitled under the same conditions and so long as such rights, privileges and benefits continue to be accorded to other employees of his Railroad, in active service or laid off, as the case may be, to the



extent that such benefits can be so maintained under present authority of law or corporate action, or through future authorization which may be obtained.

(c) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and check-off arrangements, as provided by applicable laws and/or existing collective bargaining agreements, or otherwise, shall be preserved and continued.

(d) Nothing in this agreement shall be construed to relieve the employers of the employees covered hereby of any obligations which they have under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in this section. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

#### 8. Moving Expenses

(a) Any employee covered by this agreement who is retained in the service of his Railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required as the result of a transaction to change the point of his employment (that is, employment at a point in excess



of thirty (30) miles from the employee's place of residence, and located further from his place of residence than was his former work location) in order to retain or secure active employment with his Railroad, thereby requiring him within his protective period to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling and living expenses for himself and members of his immediate family, and for his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed five (5) working days). The exact extent of the responsibility of the Public Body under this Section No. 8 and the ways and means of transportation shall be agreed upon in advance between the Public Body and the employee affected or his representatives. Claims under this Section 8 must be submitted to the Public Body within ninety (90) days after they are incurred.

(b) If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph (a) of this Section, and elects to move his place of residence back to his original point of employment, the Public Body shall assume the expenses of such move to the same extent provided in paragraph (a) of this Section 8.

#### 9. Action in Anticipation of Approval

If PC or the Public Body shall have rearranged or



adjusted their forces in anticipation of a transaction, with the effect of depriving an employee of benefits to which he should be entitled under this agreement as an employee affected by a transaction, the provisions of this agreement will apply to such employee as of the date when he was so affected.

#### 10. Arbitration

(a) In the event any dispute or controversy arises (except as defined in Section 11 hereof) with respect to the protection afforded by this agreement or with respect to the interpretation, application, or enforcement of the provisions of this agreement or of the provisions of the agreements required by Section 3 hereof which cannot be settled by the Public Body and/or PC and the employee or his authorized representative within twenty (20) days after the dispute arises, it may be referred by any party to a Special (Public Law) Board of Adjustment in accordance with the provisions of Section 3 of the Railway Labor Act, 45 U.S.C.A. 153, Second. Any action to enforce or review the decision in any such dispute shall be in accordance with the procedures of Section 3, First, of the Railway Labor Act.

(b) If an employee or his authorized representative shall refuse to refer a dispute to a Public Law Board in accordance with the provisions of subsection (a) hereof, and if the Public Body shall not have the legal power to cause a



Public Law Board to be convened, then the Public Body may resort to arbitration pursuant to the rules of the American Arbitration Association.

(c) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the opposing party's burden to prove that factors other than a transaction affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon his employment, even if other factors also may have affected the employee.

11. Losses from Home Removal

(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of his Railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment as defined in Section 8 of this agreement as a result of a transaction and is therefore required to move his place of residence in order to retain or secure active employment with his Railroad.



(1) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the Public Body for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The Public Body shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person.

(2) If the employee is under a contract to purchase his home, the Public Body shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(3) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Public Body shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are made subsequent to the initial changes caused by the transaction and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section.



(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to the Public Body within one (1) year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his representative, and the Public Body. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representative of the employee and one by the Public Body and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected; and, failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and



expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

12. Priority of Employment and Retraining

A dismissed employee, if he requests, shall be granted priority of employment or re-employment to fill any vacant position on his Railroad comparable to that which he held when dismissed, even though in a different craft or class, for which he is, or by training or retraining can become qualified, not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests training or retaining to fill such vacant position, the Public Body shall provide for such training or retraining at no cost to the employee. During training or retraining and when employed thereafter the employee shall be paid the salary or hourly rate of his former job classification or the job classification for which he is training, whichever is higher, plus any displacement allowance to which he may be entitled. If a dismissed employee who has made such a request fails without good cause within 10 calendar days to accept an offer of a



position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this agreement. Such training or retraining also shall be given employees retained in service, if the transaction involves the acquisition, installation and/or use of new or up-graded equipment for which employees require additional training.

13. Separation Allowance

A dismissed employee entitled to protection under this agreement, may, at his option within 21 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

14. Current and Existing Agreements

It is agreed that nothing in this agreement is to be construed as waiving provisions contained in current agreements governing the contracting-out of work or requiring that certain work be performed on the property of PC. It is also agreed that after the "M-2" cars are received by PC and the warranty period expires, nothing in the agreement is to be construed as



waiving provisions contained in current agreements governing the contracting-out of work or requiring that certain work be performed on the property, and the Public Body and/or PC will arrange for the maintenance and repair of said equipment, subject to the application as required by said agreements.

Existing agreements, if any, that may have been executed between the Public Body and/or PC and any organization which has given representation authority to the Railway Labor Executives' Association to deal with the subject matter of this agreement, i.e., provisions for protection of employees pursuant to Sections 3(e), 4 and 13(c) of the Urban Mass Transportation Act of 1964, as amended, in the event of the acquisition of 100 "M-2" cars for use on PC's New Haven line, are hereby cancelled.

15. Application of Protective Conditions

The Public Body, and not PC, will be financially responsible for the application of these protective conditions and will make the necessary arrangements so that any employee affected by a transaction may file a claim through his union representative with the Public Body within sixty (60) days of the date he is terminated or laid off as a result of a transaction, or within twelve (12) months of the date his position with respect to his employment is otherwise worsened as a result of a transaction,



as provided by Section 4; provided in the latter case, if the events giving rise to the claim have occurred over an extended period, the twelve-month limitation shall be measured from the last such event. Unless such claims are filed with the Public Body within said time limitations, the Public Body thereafter will be relieved of all liabilities and obligations related to said claims. The Public Body will honor the claim by making appropriate payments or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Public Body fails to honor such claim, the claimant or his representative may invoke the following procedures for further joint investigation of the claim by giving notice in writing of the desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim; shall honor all reasonable requests for information; and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Public Body, the claim may be processed to arbitration as hereinabove provided by Section 10. Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses.



In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information which is relevant to the disposition of the claim.

16. Successorship Clause

Nothing in this agreement is to be construed as constituting a waiver on the part of the employees covered by this agreement of the right to negotiate through their collective bargaining representatives protective arrangements should the Public Body or any other person, enterprise, body, or agency, whether publicly or privately owned, undertake the management or operation of PC's New Haven line, but this section shall not be construed to permit such representatives to reopen this agreement.

17. Independent Agreements

In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms, nor shall any collective bargaining agreement merge into this agreement, but



except as otherwise provided herein each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

18. Savings Clause

In the event any provision of this agreement is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this agreement shall be unaffected, and such invalid or unenforceable provision shall be renegotiated, and resubmitted to the Secretary of Labor for certification pursuant to Section 13(c) of the Act.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives this 5<sup>th</sup> day of JUNE, 1974.

FOR THE EMPLOYEES REPRESENTED BY  
THE RAILWAY LABOR EXECUTIVES'  
ASSOCIATION AND ITS AFFILIATED  
ORGANIZATIONS:

AMERICAN RAILWAY SUPERVISORS'  
ASSOCIATION  
AMERICAN TRAIN DISPATCHERS'  
ASSOCIATION  
BROTHERHOOD OF RAILROAD SIGNALMEN  
BROTHERHOOD RAILWAY CARMEN OF THE  
UNITED STATES AND CANADA  
BROTHERHOOD OF SLEEPING CAR PORTERS  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

APPROVED

JUN 11 1974

Robert K. Feltman  
ATTORNEY GENERAL

DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF CONNECTICUT

By Joseph B. Bunker

PENN CENTRAL TRANSPORTATION  
COMPANY

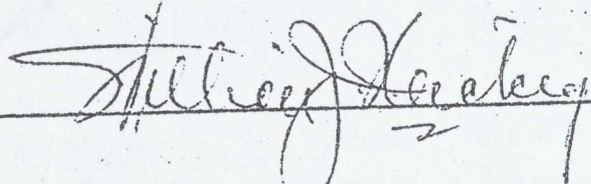
By James Langdon  
PRES.

APPROVED  
BY David J. Miller  
DEPT. COMMISSIONER OF FINANCE & CONTROL

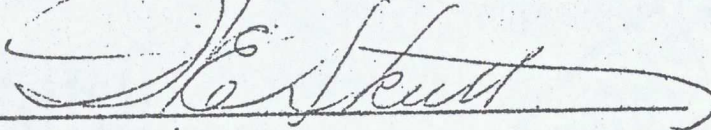
JUN 11 1974



INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
INTERNATIONAL BROTHERHOOD OF FIREMEN  
AND OILERS  
INTERNATIONAL ORGANIZATION MASTERS,  
MATES AND PILOTS OF AMERICA  
NATIONAL MARINE ENGINEERS' BENEFICIAL  
ASSOCIATION  
RAILROAD YARDMASTERS OF AMERICA  
SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION  
RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

By 

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By 



AGREEMENT

June 5, 1974

William J. Hickey, Esquire  
Counsel for Railway Labor  
Executives' Association  
Mulholland, Hickey & Lyman  
1125 - 15th Street, N.W.  
Suite 400  
Washington, D. C. 20005

Dear Mr. Hickey:

This letter is being written to state on behalf of the Connecticut Department of Transportation (Public Body) the understanding and agreement that notwithstanding any provision to the contrary in the Agreement executed on behalf of the Public Body, Penn Central Transportation Company (PC) and the members of the railway labor organizations affiliated with the Railway Labor Executives' Association to provide fair and equitable arrangements to protect the interests of employees affected as a result of the purchase of 100 "M-2" railroad cars and their use on P.C.'s New Haven line which is the subject of an application (CT-03-0004) for financial assistance under the Urban Mass Transportation Act of 1964, as amended, (Project); each member of the American Railway Supervisors' Association, Railroad Yardmasters of America, or the American Train Dispatchers' Association who is affected within the meaning of that agreement by the Project and who is unable to retain a position as a subordinate official in a position represented for collective bargaining purposes by his collective bargaining representative, shall be considered a dismissed employee and entitled to all benefits of the agreement provided for dismissed employees.

It is further understood and agreed by the Public Body that each such affected employee shall not be required by the Public Body to exercise seniority rights to retain or



obtain a position other than as a subordinate official in a position represented by the railway labor organization which was his collective bargaining representative when he was first affected by the Project.

Very truly yours,

CONNECTICUT DEPARTMENT OF TRANSPORTATION

By: Joseph B. Burns

ACCEPTED FOR RLEA

By: William J. Hickey  
William J. Hickey  
Counsel -2

APPROVED  
BY Ernest J. Maher  
DEP. COMMISSIONER OF FINANCE & CONTROL

JUN 11 1974

APPROVED

JUN 11 1974

Robert K. Keenan  
ATTORNEY GENERAL



AGREEMENT

JUNE 5, 1974

William G. Mahoney, Esquire  
Counsel for Congress of  
Railway Unions  
1015 18th Street, N.W.  
Washington, D. C. 20036

William J. Hickey, Esquire  
Counsel for Railway Labor  
Executives' Association  
Mulholland, Hickey & Lyman  
1125 - 15th Street, N.W.  
Suite 400  
Washington, D. C. 20005

Re: Purchase of 100 Additional M-2 Cars  
for Penn Central New Haven Service

Dear Sir:

This letter is being written to state on behalf of the Connecticut Department of Transportation (Public Body) the understanding and agreement that notwithstanding any provision to the contrary in the Agreement executed on behalf of the Public Body, Penn Central Transportation Company (PC) and the members of the railway labor organizations affiliated with the Railway Labor Executives' Association and with the Congress of Railway Unions to provide fair and equitable arrangements to protect the interests of employees affected as a result of the purchase of 100 "M-2" railroad cars and their use on P.C.'s New Haven line which is the subject of an application (CT-03-0004) for financial assistance under the Urban Mass Transportation Act of 1964, as amended, (Project), in the event a valid and timely claim is made under the said Agreement by an employee covered thereby for a "home removal" loss, then for the purposes of that Agreement the fair market value of the home he sells shall not be reduced by any expenses incident to the



closing of the transaction of the sale of such home, such as loan discounts, brokerage fees, loan closing costs, preparation of abstract or deed of sale, and the employee will be made whole for any such expense involved.

Very truly yours,

CONNECTICUT DEPARTMENT OF TRANSPORTATION

By: Joseph B. Burns

ACCEPTED FOR CRU

By: William G. Mahoney  
William G. Mahoney  
Counsel

APPROVED  
BY: [Signature]  
DEP. COMMISSIONER OF FINANCE & CONTROL

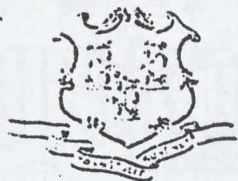
ACCEPTED FOR RLEA

By: William J. Hickey  
William J. Hickey  
Counsel

JUN 11 1974

APPROVED  
JUN 11 1974  
[Signature]  
ATTORNEY GENERAL





STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. DRAWER A  
WETHERSFIELD, CONNECTICUT 06109



ALFRED B. BURNS  
COMMISSIONER

June 13, 1974

Mr. William Skutt  
Assistant Grand Chief Engineer  
Brotherhood of Locomotive Engineers  
11 Tide Court  
Oakdale, New York 11769

William C. Mahoney, Esquire  
Counsel for Congress of  
Railway Unions  
1015 18th Street, N.W.  
Washington, D. C. 20036

William J. Hickey, Esquire  
Counsel for Railway Labor  
Executives' Association  
Mulholland, Hickey & Lyman  
1125 - 15th Street, N.W.  
Suite 400  
Washington, D. C. 20005

Re: Purchase of 100 Additional M-2 Cars  
for Penn Central New Haven Service

Gentlemen:

This letter is being written to state on behalf of the Connecticut Department of Transportation (Public Body) the understanding and agreement that notwithstanding any provision to the contrary in the Agreements dated June 5, 1974, executed on behalf of the Public Body, Penn Central Transportation Company (PC) and the members of the railway labor organizations affiliated with the Railway Labor Executives' Association, the Congress of Railway Unions and the Brotherhood of Locomotive Engineers (BLE) to provide fair and equitable arrangements to protect the interests of employees affected as a result of the purchase of 100 "M-2" railroad cars and their use on P.C.'s New Haven line which is the subject of an application (CT-03-0004) for financial assistance under the Urban Mass Transportation Act of 1964, as amended, (Project), in the event that the Public Body has reason to believe that changes are being contemplated in the operations, services or facilities of a railroad other than Penn Central as a result of a



"transaction" (as defined in the said Agreements) which changes may result in the dismissal, displacement or rearrangement of the labor forces of such other railroad, then the Public Body agrees to abide by the provisions of Section 3 of the said Agreements with respect to the employees of such other railroad and to exercise reasonable efforts to persuade that railroad to comply as well.

Very truly yours,

CONNECTICUT DEPARTMENT OF TRANSPORTATION

By: Joseph B. Berman  
Commissioner

ACCEPTED FOR BLE

By: William G. Skutt  
William Skutt  
Assistant Grand Chief Engineer

ACCEPTED FOR CRU

By: William G. Mahoney  
William G. Mahoney  
Counsel

ACCEPTED FOR RLEA

By: William J. Hickey  
William J. Hickey  
Counsel



**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

**RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001**

September 30, 1974

TO ALL CHIEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Meyers v. New Orleans Public Belt  
Railroad Commission - EEOC Charges

Dear Sirs and Brothers:

We are enclosing copy of letter from Counsel William J. Hickey with enclosures,  
relative to the above titled case.

This is being furnished for your information relative to the status of the  
conciliation procedures.

Fraternally yours,

*C. M. McIntosh*

Executive Secretary

Enclosures



LAW OFFICES  
**MULHOLLAND, HICKEY & LYMAN**

SUITE 400, 1125 FIFTEENTH STREET, N.W.

PHONE (202) 833-8855

WASHINGTON, D.C. 20005

TOLEDO OFFICE

741 NATIONAL BANK BLDG.

TOLEDO, OHIO 43604

EDWARD J. HICKEY, JR.  
WILLIAM J. HICKEY  
GEOFFREY N. ZEH  
WILLIAM E. FREDENBERGER, JR.

September 24, 1974

CLARENCE M. MULHOLLAND  
RICHARD R. LYMAN  
EDWARD J. MCCORMICK, JR.  
DONALD W. FISHER  
RICHARD M. COLASURD  
R. JEFFREY BIXLER

Mr. C. M. McIntosh, Executive Secretary-Treasurer  
Railway Labor Executives' Association  
400 First Street, N. W.  
Washington, D. C. 20001

RECEIVED

SEP 25 1974

Re: Meyers v. New Orleans Public Belt <sup>R L E A</sup>  
Railroad Commission - EEOC Charges

Dear Mr. McIntosh:

Referencing my letter of July 16, 1974, relating to the conciliation proposed by the Equal Employment Opportunity Committee of charges against the New Orleans Public Belt under the Civil Rights Act, there is enclosed a copy of correspondence between legal counsel for the Belt and the EEOC.

You will note that the EEOC has submitted to the Belt a proposed conciliation agreement, sections of which would affect adversely the seniority rights on non-minority employees of the Belt represented by the labor organizations affiliated with RLEA.

It may be your desire to distribute a copy of the enclosure to the Chief Executives so that they may be informed of the status of the conciliation procedures.

Sincerely yours,

MULHOLLAND, HICKEY & LYMAN

By

  
William J. Hickey





NEW ORLEANS DISTRICT OFFICE  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
333 ST. CHARLES STREET  
NEW ORLEANS, LOUISIANA 70130

PRE-DETERMINATION SETTLEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

and

Louis Meyers  
Charging Party

Case No. YNO5 023

and

New Orleans Public Belt Railroad Commission

New Orleans, Louisiana  
Respondent

\*\*\*

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, there having been a preliminary investigation, the parties do resolve and settle this matter as follows:



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# I. GENERAL PROVISIONS

1. The Respondent agrees that the Commission, on request of any Charging Party or on its own motion, may review compliance with this Agreement. As a part of such review, the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
2. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
3. The Charging Party hereby waives, releases and covenants not to sue the Respondent with respect to any matters which were or might have been alleged as charges filed with Equal Employment Opportunity Commission, subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
4. All hiring, promotion practices, and other conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended.
5. The Respondent agrees that all facilities on the premises shall be available for the use of any employee without regard to race, color, religion or national origin; that there shall be no discrimination against any employee on said grounds with respect to the use of facilities, and that the notice required to be posted by Title VII of the Civil Rights Act of 1964, as amended, will be posted.
6. The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge; giving of testimony or assistance; or participation in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, as amended.



## II. RECRUITMENT & HIRING

1. In order to recruit minority group applicants for employment, the Company agrees to establish continuing relationships, as defined below, with the local offices of the Louisiana State Employment Service and the organizations listed in Appendix A, all of which have as an object the improvement of employment opportunities for minority groups.
2. Each listed organization will be supplied by the Commission with referral forms in triplicate. Upon making a decision to refer an applicant to the Company, the organization will fill out said form, which will contain the name, address, phone number, job for which referred, and qualifications of the applicant, and give two copies to the applicant with instructions that he deliver both to the employer when he applies. The copy retained by the organization will be placed in a file under the name of the Company and will be available as a basis for Commission review of the operation of this Agreement. The Louisiana State Employment Service will use its own standard forms in carrying out this Agreement:
3. When the applicant delivers copies of the form to the Company, the Company shall process the application in accordance with the provisions of this Agreement and will distribute written instructions on that procedure to appropriate company personnel. The Company shall note the disposition of the application in a summary manner on the form (i.e., hired, pending, rejected, and if rejected, the reason). The Company shall retain one copy and shall mail the other back to the sending organization, which shall place same in its file.
4. The Company will follow the procedures of the Louisiana State Employment Service with respect to notice concerning the disposition of applicants referred by the Service. The regulations of the Service with respect to such reporting are hereby incorporated into this Agreement as if fully set forth herein. The Company will retain in its own file a record of the reason for rejection and such other information as required by this Agreement.



- A. Applications of members of minority groups which are not accepted or rejected shall be placed in a separate file, to be known as an Affirmative Action File. This file shall consist of the applications of all minority group applicants who are qualified for any position with the Company and those applicants whose qualifications have not yet been established.
  - B. As job vacancies occur for which no minority group applicants are presently available, the Company will first consult the Affirmative Action File to determine if qualified applicants are available from the minority group listed therein.
5. All minority group persons contacting the Company will be specifically requested to file an application for employment regardless of whether vacancies exist. Applications for employment made by members of minority groups shall be either accepted, rejected, or held pending a vacancy or further evidence of qualifications. An applicant will not be rejected because the position applied for has been filled. All such applications will be reviewed to determine if some position other than that applied for is available, either presently or prospectively for the applicant. If it is or may be, he shall be so advised. If the applicant is not hired at once, the application will be placed in an Affirmative Action File for consideration for such position. Applicants will be notified in writing of the Company's decision within five working days of the making of the application.
- A. Applicants who are hired will be treated without discrimination on the grounds of race, color, religion, national origin, or sex with respect to all terms, conditions, and privileges of employment.
  - B. If the applicant is rejected, the Company will:
    - (a) Advise him/her in writing of the reason;
    - (b) Send a copy of that rejection notice and information on the reason for rejection to any listed organization which referred said applicant;
    - (c) Retain a copy of the rejection notice as required by the regulations of the Equal Employment Opportunity Commission (29 CFR 1602.14); and



(d) Submit a copy of the rejection notice to the Commission in its quarterly report.

6. Before consulting other sources of applicants, the Company will give every consideration to the hiring of applicants from this file. If, after further review at the time a vacancy is available, the Company concludes that the applicant is not qualified and cannot become qualified, the Company should remove his/her name from the file and notify him/her and the appropriate organization or agencies. If the applicant is still to be considered, the Company shall note on the file the date of each review and the certain steps taken by the applicant could qualify him/her for employment, the Company shall so inform the applicant and the referring or sending institution in writing, maintaining a copy in his/her file.
7. Within sixty (60) days from the date of this agreement the Company will prepare and file with Commission a document listing each job classification, giving a brief description of the duties required to be performed and the minimal qualifications required of an individual filling such job classification. In no event shall these minimum standards or requirements exceed those now in existence, and each such standard shall be validly related to the performance of the job to which such individuals are assigned.
8. The Company agrees to eliminate sex as a consideration on recruitment and hiring or in the exercise of employee rights to cross over, transfer, or with respect to lay off, furlough, promotion, bumping, bidding, shift preferences, or other terms and conditions of employment unless it is established as a bona fide occupational qualification as approved by EEOC.
9. A bona fide occupational qualification shall be considered applicable only in job situations which require specific physical characteristics necessarily possessed by only one sex.



### III. PROMOTIONS

1. Respondent agrees to adopt and employ objective and reviewable Procedures for the receipt, retention and evaluation of applications for employment and for the assignment, promotion and transfer of employees.
2. Respondent agrees to increase the minority distribution rate in job classifications which such persons have not been assigned or in which they are statistically under-represented. Accordingly, the Company agrees to the following corrective action:
  - A. Conduct an extensive review and evaluation of the skills of its current minority employees to determine their minimum skills and/or qualifications for upgrading and movement into any or all classifications or departments. Those minority employees who possess minimum skills and/or qualifications shall be placed on the lists of Affected Class persons (Class B).
  - B. As vacancies occur in positions other than Laborer and Trackman, in any Department or Classification such vacancies shall be filled first by promotions, transfers or hiring from the lists of Affected Class until such time as the percentage of minorities in all Departments is commensurate with the percentage of minorities in the labor market of the community. Those minorities promoted and/or transferred shall be given reasonable periods of training and orientation consistent with the training and orientation given other new and inexperienced employees.
  - C. Whenever vacancy factors have the effect of limiting the promotion and/or transfer of members of the Affected Class (Class B), Respondent agrees to adjust such persons' rates of pay upward to equal the rate of any non-members of the Class with equal or less Company seniority.



3. The Company shall give notice of all job vacancies to all members of Affected Class B by posting in conspicuous places throughout the physical plant a list of all job vacancies together with a description of each job. This notice shall specify the kinds of duties performed and predict as accurately as possible the number of such vacancies for a period of six months immediately following the effective date of this Agreement. The Company will continue to post such job vacancies as they occur in the future.
4. Notwithstanding anything to the contrary as contained in the Collective Bargaining Agreements entered into between the New Orleans Public Belt Railroad Commission and the certified labor organizations listed in Appendix D, the provisions of this part, and Part IV below, shall govern promotions, transfers and lay offs to and from all Departments and Classifications with reference to certain minority employees, hereinafter described as Affected Class.



#### IV. AFFECTED CLASS

1. The class of persons (hereinafter referred to as Affected Class) affected by this portion of the Agreement shall be as follows:

- A. Class A - All black applicants for positions other than Laborer and Trackmen who were not hired.

- B. Class B - All black employees who possess minimum skills and/or qualifications in accordance with Part III-2, A above.

Respondent agrees to identify and list the members of the Affected Class in the above order; said lists shall be made a part of this Agreement and attached hereto as Appendices A & B upon its execution.

2. As vacancies occur in positions other than Laborer and Trackmen, Respondent agrees to fill such vacancies, first, according to and pursuant to Part III-2, B above. If qualified minorities cannot be promoted or transferred from Class B (Affected Class), the Affirmative Action File (Part II-4) shall then be utilized before consulting other sources. The offers of promotion, transfer and/or employment shall be delivered to each person, in writing by Certified Mail, at their last known address. The affected persons shall, within ten (10) days after receipt of the notice, report for work or notify the Company of their decision to accept or decline the offer. The ten (10) day period may be extended if reasonable cause for such extension is offered by the class persons.

3. Prior to any changes which adversely affect the employment status of these employees, the Company shall make a detailed report to the Director, New Orleans District Office, EEOC. Upon receipt of such report, the Director shall respond within ten (10) calendar days; otherwise the Company's decision shall be considered conclusive.



4. Upon acceptance of promotion or transfer, each such employee's job security against layoffs will be maintained. This protection will take the form of transferring his/her seniority developed in the prior department into his/her new department.
5. All minority employees who were hired and assigned to particular departments, jobs or occupational units, during any period of time during which the company engaged in any practices which restricted or had the effect of restricting, limiting, segregating, or otherwise discriminating against minority applicants or employees in recruitment, hiring, placement, promotion or transfer opportunities because of race, color, sex, religion or national origin shall be considered to be in the affected class and are entitled to the benefits of this program until such time as they have achieved a position, rate of pay, and other terms and conditions of employment not less advantageous than that of non-minority employees who were employed at the same time as the minority group employee.
6. Respondent agrees to reimburse each identified member of the Affected Class (Classes A & B) the sum of wages they each failed to earn as the result of Respondent's failure to hire them, less the sum of wages earned elsewhere in gainful employment. The amounts to be paid shall include six percent (6%) interest on the base salary for the position.
7. Respondent further agrees to pay each identified member of the Affected Class B the difference of wages earned by each and those earned by non-affected class members who were promoted or hired into positions above those of the class persons. The amounts to be paid each shall include six percent (6%) interest on the base salary for the position.
8. Respondent agrees to compute and assign the amounts due each Affected Class member (Class A & B) in the order of their appearances on the lists of Affected Class persons. Upon execution of this Agreement, checks in the amounts computed and assigned each person, made payable to each such person shall be deposited with the Director, New Orleans District EEOC, at the address in V below, for delivery to them. Copies of each check and receipts therefor shall be made a part of this Agreement and attached hereto.



V. REPORTING PROVISIONS

1. Respondent agrees to report in writing to the Director, New Orleans District Office, Equal Employment Opportunity Commission, 333 St. Charles Avenue, Suite 1711, New Orleans, Louisiana 70130, when it has completed the undertakings described herein.
2. On or before February 28, 1975 and semi-annually thereafter for a period of two (2) years from the date of this Agreement, Respondent will file with the Commission at the above address, a report which will include the following:
  - A. Copies of notices sent to the "Listed Organizations" as per Section II-2.
  - B. A summary of all applications received showing race of applicant, job applied for and disposition, e.g. hired, rejected (showing reason(s) therefor) or held pending vacancy. Those person hired, show position into which they were employed.
  - C. A summary of all promotions during the period denoting the employees name, race, hire date and job, and pay rates, promoted to and from.



Page No. 10.

Case No. YN05 023

V. SIGNATURES

I have read the foregoing Pre-Determination Settlement Agreement and I accept and agree to the provisions contained therein:

Date \_\_\_\_\_

\_\_\_\_\_  
N.O. Public Belt Railroad Comm.  
Respondent

Date \_\_\_\_\_

\_\_\_\_\_  
Louis Meyers  
Charging Party

I recommend approval of this Settlement Agreement:

Date \_\_\_\_\_

\_\_\_\_\_  
Chester A. Hurley, Jr.  
Conciliator

I concur in the above recommendation of approval of this Settlement Agreement:

Date \_\_\_\_\_

\_\_\_\_\_  
Merlin J. Broussard  
Supervisor of Conciliations

Approved on behalf of the Commission:

Date \_\_\_\_\_

\_\_\_\_\_  
Glenn P. Clasen  
District Director



Case No. YN05 023

APPENDIX A

AFFECTED CLASS (CLASS A)



Case No. YN05 023

APPENDIX B

AFFECTED CLASS (CLASS B)



APPENDIX C  
LISTED ORGANIZATIONS

National Association for the Advancement of Colored People  
1821 Orleans Avenue  
New Orleans, La.

National Alliance of Businessmen  
535 Gravier Street  
New Orleans, La.

Urban League of Greater New Orleans  
1821 Orleans Avenue  
New Orleans, La.

Total Community Action, Inc.  
615 North Street  
New Orleans, La.

Metropolitan Ministries  
2524 Napoleon Avenue  
New Orleans, La.



APPENDIX D

CERTIFIED LABOR ORGANIZATIONS

Brotherhood of Maintenance of Way Employees

United Transportation Union

Brotherhood of Railway, Airline and Steamship Clerks

International Brotherhood of Firemen, Oilers, Helpers  
Roundhouse & Railway Shop Laborers

Brotherhood of Railroad Signalmen

International Brotherhood of Electrical Workers

Internatioanl Association of Machinists and Aerospace Workers

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

Brotherhood of Railway Carmen of the U.S. and Canada



*N.O.L. Civil Rights*

Jones, Walker, Waechter, Poitevent, Carrère & Denègre

SEP 18 1974

TWO TWENTY-FIVE BARONNE STREET

NEW ORLEANS 70112

TELEPHONE 504-581-6641

CABLE JOWA

September 17, 1974

JOHN A. OULLIBER  
AUGUSTO P. MICELI  
OF COUNSEL

CORINNE L. WIENER  
JAMES W. NEWMAN, JR.  
JAMES R. MURRELL, III  
RAYMOND J. SALASSI, JR.  
JOHN O. CHARRIER, JR.  
STEWART E. NILES, JR.  
JANICE M. FOSTER  
JOHN D. KITCHEN  
JAMES A. HAYES

HARRY S. HARDIN, III  
JOHN J. BRODERS  
GLENN G. GOODIER  
ROBERT R. CASEY  
WILLIAM P. STAHL  
EDWARD J. KOEHL, JR.  
DENNIS L. DOISE

JOSEPH MERRICK JONES (1903-1963)

ARTHUR J. WAECHTER, JR.  
J. MORT WALKER, JR.  
LOUIS J. DARRAN  
EDWARD B. POITEVENT  
ERNEST A. CARRÈRE, JR.  
GEORGE DENÈGRE  
MICHAEL J. MOLONY, JR.  
JOHN V. DAUS  
JAMES M. BURLINGAME  
ROBERT B. ACOMB, JR.  
EDWARD B. BENJAMIN, JR.  
LUCIUS F. SUTHON  
CHARLES ROSEN, II  
BEN L. UPTON  
PATRICK W. BROWNE, JR.  
GERALD N. SIMS  
CHARLES W. LANE, III  
JOHN J. WEIGEL  
DONALD L. KING  
JAMES L. SELMAN, II  
LUTHER E. HALL, JR.

JOHN W. HAYGOOD  
THOMAS G. RAPIER  
DONALD P. ENDOM  
JOHN R. PETERS, JR.  
FRANK C. ALLEN, JR.  
ROBERT K. MCCALLA  
IGNATZ G. KIEFER  
THOMAS C. KELLER  
DONALD O. COLLINS  
JOHN C. COMBE, JR.  
R. HENRY SARPY, JR.  
ROBERT M. CONTOIS, JR.  
MICHAEL K. TARVER  
ANTHONY J. CORRERO, III  
EDWARD F. MARTIN  
CLAUDE D. VASSER  
HORACE A. THOMPSON, III  
CARL C. HANEMANN  
FRED E. SALLEY  
HERSCHEL L. ABBOTT, JR.

TWO HUNDRED TWO WEST MAIN STREET  
LAFAYETTE 70501  
TELEPHONE 318 235-5257

Mr. Chester A. Hurley, Jr.  
Equal Employment Conciliator  
Equal Employment Opportunity Commission  
333 St. Charles Street  
New Orleans, Louisiana 70130

Re: Meyers v. New Orleans Public Belt  
Railroad Commission  
Charge No: TN04 0452/YN05 023  
Our File: B-8541

Dear Mr. Hurley:

We acknowledge receipt of your proposed Settlement Agreement. I will be reviewing the proposed Agreement with the Equal Employment Opportunity Committee of the Public Belt Railroad Commission and will in the near future suggest a date for a meeting to present our position on your proposed Agreement.

Initially, it strikes me that we would prefer to agree to a Settlement Agreement concerning actions which can unilaterally be undertaken by the Public Belt Railroad before we begin discussions concerning those portions of your proposed Settlement Agreement which affect the collective bargaining agreements entered into between the Public Belt Railroad and the labor organizations.

Several labor organizations have indicated an interest in joining in the discussions concerning the issues which affect the collective bargaining agreements. By copy

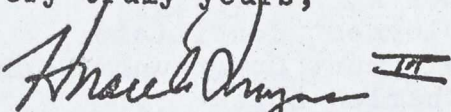


Mr. Chester A. Hurley, Jr.  
File: B-8541  
Page - 2 -

of this letter, I am advising them of your proposed Agreement  
and our response.

With best regards, I am

Very truly yours,

  
Horace A. Thompson, III

HAT,III:ek

cc: Mr. P. A. Webb, Jr.  
Mr. W. J. Childress  
Mr. F. E. Farwell  
Mr. T. R. Spedden  
Mr. Moise Dumas, Jr.

Mr. B. J. Woodruff  
General Chairman  
Brotherhood of Railroad Signalmen  
General Delivery  
Lowes, Kentucky 42061

Mr. W. D. Best  
Vice President  
Brotherhood of Railroad Signalmen  
601 W. Golf Road  
Mount Prospect, Illinois 60056

Mr. R. L. King  
General Chairman  
Sheet Metal Workers' International Association  
Route 2  
Paducah, Kentucky 42001

Mr. R. E. Duckworth  
General Chairman  
International Association of Machinists and  
Aerospace Workers  
19503 Governors Highway  
Flossmoor, Illinois 60422

United Transportation Union  
Mr. Clarence M. Small, Jr., Esq.  
Rives, Peterson, Pettus, Conway & Burge  
800 First National-Southern Natural Bldg.  
1900 Fifth Avenue North  
Birmingham, Alabama 35203



Mr. Chester A. Hurley, Jr.  
File: B-8541  
Page - 3 -

Mr. L. E. Meserve  
General Chairman  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Mr. Ivan L. Armstrong  
General Chairman  
International Brotherhood of Firemen, Oilers,  
Helpers, Roundhouse and Railway Shop Laborers  
3306 North Troost  
Kansas City, Missouri 64116

International Brotherhood of Firemen, Oilers,  
Helpers, Round house and Railway Shop Laborers  
Mr. William J. Hickey of  
Mulholland, Hickey & Lyman  
Suite 400, 1125 Fifteenth Street, N.W.  
Washington, D.C. 20005

Mr. James E. Yost  
President of the Railway Employee's Department  
AFL-CIO, Room 212  
220 South State Street  
Chicago, Illinois 60604

Enclosure: Settlement Agreement



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE RLEA  
WASHINGTON, D. C.  
September 3, 1974

In attendance were:

C. J. Chamberlain, Chairman, Railway Labor Executives' Association  
C. R. Pfenning, President, American Train Dispatchers' Association  
A. T. Otto, President, Railroad Yardmasters of America  
George Francisco, Vice President, Int'l. Brotherhood of Firemen & Oilers  
O. W. Jacobsen, Ass't General President, Brotherhood Railway Carmen of the U.S. & Canada  
I. L. Barney, V.P., Brotherhood Railway Carmen of the U. S. and Canada  
C. M. McIntosh, Executive Secretary, Railway Labor Executives' Association

Chairman Chamberlain opened the meeting at 3:05 p.m.

Discussion was held regarding the possibility of an RLEA financial contribution to LABOR Newspaper in an effort to offset a portion of the expenses incurred in the publication of 17 State Makeover editions to report support of candidates for the U. S. Senate and House of Representatives.

Mr. R. C. Howard, having been requested to join the meeting, answered questions regarding the costs of publishing the makeover editions.

Motion - President Pfenning - that a Special Assessment be levied with proceeds being contributed to LABOR Newspaper to assist with costs incurred in publishing the 17 State Makeover editions.

Motion adopted unanimously.

Chairman Chamberlain reported that President Crotty (BMWE) has requested the RLEA reconsider action taken at the February and June RLEA meetings in which it was agreed that the RLEA affiliated organizations not participate in the costs of the St. Louis Terminal Task Force Project.

He reported that President Crotty had stated the CRU is reconsidering this matter.

President Pfenning stated he was not in favor of doing this as it is basically a carrier's project and would probably result in an elimination of jobs.

Following discussion it was the consensus of those present to stay out of this project.

Discussion was held on a cost of living increase for RLEA employees.

Motion - Ass't President Jacobsen - to table the subject.

Motion adopted unanimously.

Discussion was held relating to the reunification of the RLEA and CRU. Chairman Chamberlain reported only one informal discussion had been held subsequent to the appointment of the committee to discuss the subject.

President Otto stated it behooves the two groups to meet and discuss the matter or otherwise to disband the Committee.



Executive Secretary McIntosh reported a bill in the amount of \$77.10 had been received from the law firm of Mulholland, Hickey & Lyman for services rendered and expenses incurred in the New Orleans Public Belt Civil Rights Case. He stated if there were no objections this bill would be paid from the General Fund; however, he would instruct counsel to direct all future bills regarding this case to only the participating organizations.

Executive Secretary McIntosh reported he had received confirmation from the Shoreham Americana Hotel reserving the Regency Ballroom for the celebration of the 50th Anniversary of the RLEA on May 18, 1976.

Executive Secretary McIntosh reported he had received a letter from President Yost transmitting correspondence from the Regional Director of Sales of the Playboy Hotel requesting the November meeting of the RLEA be held at the Lake Geneva, Wisconsin Playboy Hotel.

Discussion was held on the subject.

The Executive Secretary reported that the CRU will not be meeting with the RLEA tomorrow as previously scheduled. He also stated Mr. Floyd L. Elliott, Grand President, Association of Retired and Veteran Railway Employees, Inc., who had previously requested an opportunity to address the Association had at the last moment cancelled.

Meeting adjourned at 5:00 p.m.

Respectfully and fraternally submitted,

*E. M. McIntosh*

Executive Secretary



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MEETING OF  
RAILWAY LABOR EXECUTIVES' ASSOCIATION  
DUPONT PLAZA HOTEL  
SEPTEMBER 4, 1974  
RECORD OF ATTENDANCE, SEPTEMBER 4, 1974

WEDNESDAY

C. J. Chamberlain, Chairman, Railway Labor Executives' Association	X
C. M. McIntosh, Executive Secretary-Treasurer Railway Labor Executives' Association	X
C. R. Pfenning, President, American Train Dispatchers Association	X
J. F. Sytsma, 1st Vice President, Brotherhood of Locomotive Engineers	X
J. W. Walsh, Jr. V. P., Brotherhood of Railroad Signalmen	X
I. L. Barney, V. P., Brotherhood Railway Carmen of the U. S. and Canada	X
R. E. Stenzinger, RR Coordinator, Int'l. Assn. Machinists and Aerospace Workers	X
Wesley Gordon, V.P., Int'l. Brotherhood of Boilermakers and Blacksmiths	X
George Francisco, Int'l. Brotherhood of Firemen & Oilers	X
A. T. Otto, President, Railroad Yardmasters of America	X
James E. Yost, President, Railway Employees' Dept. AFL-CIO	X
R. M. Martin, I.R., Sheet Metal Workers' Int'l. Assn.	X
N. P. Speirs, Labor Member, Railroad Retirement Board	X
Henry Reuther, Railroad Retirement Board	X
Don Smith, Railroad Retirement Board	X
A. Benjamin, Railroad Retirement Board	X
Geoffrey Zeh, Mulholland, Hickey & Lyman	X
R. Levin, LABOR Newspaper	X
Eddie Lachowicz, Int'l. Brotherhood of Electrical Workers	X
Bill Fredenberger, Mulholland, Hickey & Lyman	X
Johnny DiGregorio, Brotherhood Railway Carmen of the U. S. and Canada	X



RAILWAY LABOR EXECUTIVES' ASSOCIATION  
MEETING  
WASHINGTON, D. C.  
SEPTEMBER 4, 1974

Chairman Chamberlain opened the meeting at 9:10 a.m.

The Chairman made the following announcements:

1. The RLEA will meet today until 11:45 a.m. - recess for lunch - reconvene at 1:30 p.m.
2. Mr. Roy Carvatta, Administrative Officer, National Railroad Adjustment Board will address the Association at 3:00 p.m.
3. Mr. Floyd Elliott, Grand President, Association of Retired and Veteran Railway Employees, Inc., originally scheduled to address the RLEA will not be present.

SECTION 1 - Committees

1.2 Committee on Railroad Retirement System and RR U.I. System

1.22 Administrative Matters

1.221 Reports from the Railroad Retirement Board: Labor Member Speirs reported the Retirement Board is scheduled to testify on the railroad retirement bill tomorrow, before the Senate Labor and Public Welfare Committee. He stated he, Mr. Quarles and Mr. Cowen would be testifying in support of the bill S. 3612. He said, however, they were appearing in opposition to the bill S. 2450 which would increase the amount of annuities payable to widows and widowers, and in opposition to the bill S. 3522 on the basis of discrimination to employees.

Labor Member Speirs reported he had notified RLEA Chairman Chamberlain and CRU Chairman Chesser of the resignation of Mr. Maurice Wolfman, Labor's Representative on the Railroad Retirement Actuarial Advisory Committee, effective June 30, 1974.

Chairman Chamberlain stated on August 30th he had directed a letter to Chairman Chesser recommending the RLEA and CRU nominate Dr. R. Meyers as Labor's representative on this Advisory Committee.

Discussion was held on the subject.

Motion - President Yost - that the RLEA recommend Dr. R. Meyers as Labor's representative on the Railroad Retirement Actuarial Advisory Committee.

Motion adopted - President Otto voting against the motion.

Labor Member Speirs explained the Regular Report of the Retirement Board.

1. Status of Railroad Unemployment Insurance Account.

2. (a) Benefits and Beneficiaries Under the Railroad Retirement and Unemployment Insurance Systems, May 1974.

(b) Benefits and Beneficiaries Under the Railroad Retirement and Unemployment Insurance Systems, June 1974.



3. (a) Unemployment beneficiaries in the month of May 1974.  
(b) Unemployment beneficiaries in the month of June 1974.
  4. (a) Selected National and Railroad Data, June 24, 1974.  
(b) Selected National and Railroad Data, July 31, 1974.
  5. Maximum benefits under the Railroad Retirement and Social Security Acts, September 1974 - February 1975.
  6. The Financial Interchange and Its Cumulative Effects on the Railroad Retirement Account (Actuarial Note No. 1-74).
- Mr. Don Smith reported on Medicare Activities.
7. Report on Railroad Retirement and Medicare Activities.
- Mr. Henry Reuther reported on Informational Conferences.
8. May and June Informational Conference Reports.
  9. Scheduled Informational Conferences.

## SECTION 2 - REPORTS OF COUNSEL

### 2.1 Reports from Mulholland, Hickey & Lyman

#### 2.11 Reorganizations

2.111 New Haven Reorganization: Nothing of major interest to the membership has developed since the June meeting to supplement the report submitted then. The subject is continued on the docket.

2.112 Boston & Maine Reorganization: Nothing of major interest to the membership has developed since the June meeting to supplement the report submitted then. The subject is continued on the docket.

2.113 Penn Central Reorganization: By Memorandum and Order No. 1596 issued on July 1, 1974, Judge John P. Fullam found that the Regional Rail Reorganization Act of 1973 did not provide a process of reorganization which would be fair and equitable to the Penn Central estate and therefore, that Penn Central should not be reorganized under the Act. An appeal from that decision has been taken on behalf of RLEA before a Special Court created pursuant to Section 209 of the Act and a joint brief submitted to the Special Court by those parties supporting the constitutionality of the Act, including RLEA. The Court is required to issue its decision on or before October 1.

In conjunction with a suit brought by Penn Central bondholders challenging the constitutionality of the Regional Rail Reorganization Act, a Three-Judge District Court in Philadelphia ruled on June 25 that portions of the Act were unconstitutional in that they provided for a taking of the bondholders' property without due process. In so deciding the Court enjoined the United States Railway Association from adopting and submitting a final system plan to the Congress. An appeal from the Three-Judge District Court decision is being taken to the Supreme Court by numerous governmental parties supporting the Act. The subject is continued on the docket.

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2.114 Lehigh Valley Reorganization: By Memorandum and Order No. 252 issued on July 1, 1974, Judge John P. Fullam found that the Regional Rail Reorganization Act of 1973 did not provide a process of reorganization which would be fair and equitable to the Lehigh Valley estate and therefore, that Lehigh Valley should not be reorganized under the Act. An appeal from that decision has been taken on behalf of RLEA before a Special Court created pursuant to Section 209 of the Act and a joint brief submitted to the Special Court by those parties supporting the constitutionality of the Act, including RLEA. The Court is required to issue its decision on or before October 1.

On July 29, 1974, counsel for the Association filed a petition with the Reorganization Court seeking an order authorizing and directing the Trustees to comply with the provisions of collective bargaining agreements with the Lehigh Valley in an effort to secure the payment of outstanding retroactive wages through the use of grants made to Lehigh Valley pursuant to Section 213 of the Regional Rail Reorganization Act. A hearing on the petition is scheduled for September 16 at 10:00 a.m. in Philadelphia, Pennsylvania. The subject is continued on the docket.

2.115 Central Railroad Company of New Jersey Reorganization: By Memorandum and Order issued on June 28, 1974, Judge Anthony T. Augelli found that the Regional Rail Reorganization Act of 1973 did not provide a process of reorganization which would be fair and equitable to the CNJ estate and therefore, that CNJ should not be reorganized under the Act. An appeal from that decision has been taken on behalf of RLEA before a Special Court created pursuant to Section 209 of the Act and joint brief submitted to the Special Court by those parties supporting the constitutionality of the Act, including RLEA. The Court is required to issue its decision on or before October 1.

By Order No. 687 issued on July 22, 1974, Judge Anthony T. Augelli authorized the Trustee to comply with the provisions of collective bargaining agreements providing for wage increases effective April 1, 1972, October 1, 1972, January 1, 1973 and April 1, 1973, and directed the Trustee to pay retroactive wages due CNJ employees which had previously been withheld. Counsel has been advised that checks covering outstanding wages were issued to employees on July 26, making CNJ current with respect to all scheduled wage increases under national agreements. The subject is continued on the docket.

2.116 Erie Lackawanna Railway Company Reorganization: On July 5, 1974, the United States Court of Appeals for the Sixth Circuit issued its decision reversing Order Nos. 71 and 101 issued by the Reorganization Court suspending provisions of the Erie Lackawanna merger protective agreement and by subsequent Order issued August 8, denied the Trustees' petition for rehearing. By motion filed with the Court of Appeals on August 12, the Trustees requested that the Court stay the issuance of its mandate pending the filing of a petition for writ of certiorari with the U.S. Supreme Court. Counsel for RLEA, BLE and CRU have filed a joint reply in opposition to the Trustees' motion.

On July 25, 1974, the Interstate Commerce Commission issued an Order denying a petition of the Trustees seeking reconsideration of the Commission's supplemental report and order which denied a petition to suspend provisions of the merger protective agreement during Erie Lackawanna's reorganization. It is anticipated that the Trustees will appeal the Commission's decision to a Three-Judge District Court.

Vice President Systma reported on problems with the Erie Lackawanna regarding unilateral agreements and requested the Chairman appoint a Committee to meet with the Erie Lackawanna Trustees to discuss this problem.

The Chairman stated he would appoint this committee later today.

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2.118 Reading Company Reorganization: By Memorandum and Order No. 650 issued on July 1, 1974, Judge J. William Ditter, Jr. found that the Regional Rail Reorganization Act of 1973 provided a process of reorganization which would be fair and equitable to the Reading estate and ordered that reorganization proceed in accordance with provisions of the Act. Appeals from Judge Ditter's decision have been taken to the Special Court by bondholders who are challenging the constitutionality of the Act. The subject is continued on the docket.

## 2.13 Mergers, Consolidations and Control

2.13-9 Pennsylvania - New York Central - F.D. Nos. 21989/90: Nothing of major interest to the membership has developed since the June meeting to supplement the report submitted then. The subject is continued on the docket.

2.13-18 Union Pacific - Rock Island - C&NW FD No. 22688/9, 23285/6/7: Nothing of major interest to the membership has developed since the June meeting to supplement the report submitted then. The subject is continued on the docket.

2.14 Abandonments, Construction, Trackage Rights, Pooling Arrangements: Discussion was held regarding employee protection in USRA Abandonment cases.

It was agreed that a routine letter of protest be filed with the United States Railway Association in these abandonment proceedings requesting employee protection.

2.17 Other Matters: Attorney William Fredenberger reported the GAO is investigating the Labor Department office which handles UMTA matters. He stated this investigation was precipitated by Senator Tower of Texas.

## 2.18 Proposed Employee Protective Agreements

### 2.18-1 Proposed Master Agreement UMTA Act of 1964

#### ADDENDUM

Re: Negotiations for Transit Industry Protective Agreement Applicable to Proposed Operating Subsidies Legislation and UMTA Capital Grants

On July 30, 1974, this firm participated in a preliminary meeting with the American Transit Association (ATA) and representatives of the Amalgamated Transit Union (bus employees) and the Congress of Railway Unions regarding the above-captioned matter.

In an effort to meet existing and anticipated requirements for appropriate labor protection, ATA representatives, speaking on behalf of that segment of the transit industry which receives capital grants under the Urban Mass Transportation Act of 1964 and which would receive funds under proposed operating subsidies legislation being considered by Congress, proposed a national or industry-wide agreement at Amtrak levels of protection with provisions for implementing agreements under appropriate circumstances.

Precisely what would constitute such circumstances was discussed at great length as was the question of whether the scope of such an agreement should extend beyond the proposed operating subsidies legislation to include UMTA capital grants. It was concluded that ATA representatives would draft a preliminary proposal for consideration at the next negotiating meeting scheduled for September 19, 1974.

Negotiations have not progressed to the point of concrete proposals capable of meaningful analysis. However, it is clear that ATA representatives are principally concerned with what they consider to be varying levels of protection which have resulted



ADDENDUM (Continued)

from project by project negotiations under UMTA Section 13(c), and they wish to standardize protection not only for capital grants but also for anticipated operating subsidies.

We perceive the basic concept of the ATA proposal as being both advantageous and disadvantageous for railway labor. On the positive side it would reduce the time and expense of negotiating protective arrangements on a case by case basis whether for a capital grant or an operating subsidy. However, it also would freeze protection at Amtrak levels. Whether there could be negotiated appropriate provisions for implementing agreements, particularly the events which would give rise to them and their scope, such as would minimize this problem remains to be seen.

We submit the foregoing to the Association for its consideration so that we may be guided in further negotiations.

Following discussion of the subject it was agreed that the position of the Association was to negotiate for a reopening clause with provisions for implementing agreements.

2.19 Civil Rights Act: Attorney William Fredenberger reported briefly on the status of the Civil Rights Cases.

Amoskeag Co. - Control - Maine Central Railroad Company  
Finance Docket No. 27621: Discussion was held regarding the request of the Amoskeag Company to acquire control over Maine Central Railroad Company and the possible adverse effect to employees of the carriers.

1.3 Committee on Safety

1.312 Pending FRA Safety Cases: No action. The subject is continued on the docket.

1.35 Department of Transportation

1.351 Bureau of Safety: Executive Secretary McIntosh stated he objects to the terminology of "Incidents" as used in the title and text of the "FRA Guide for Preparing Incident Reports".

He reported testimony had been prepared on the subject and sent to John Ingram, Administrator, FRA on August 7, 1974 on behalf of the RLEA and CRU jointly.

Vice President Systma stated he agreed that the terminology is demeaning. The subject is continued on the docket.

1.4 Committee on Railway Labor Act: No action. The subject is continued on the docket.

1.41 Subcommittee on Failure to Apply Awards: No action. The subject is continued on the docket.

1.42 National Mediation Board: No action. The subject is continued on the docket.

1.422 Pending Cases: No action. The subject is continued on the docket.

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1.5 Labor-Management Committee: Chairman Chamberlain reported a meeting of the Labor-Management Committee was held July 24th in Cleveland, Ohio. He stated the meeting was devoted primarily to discussion of coordinating legislative activities at the State level, which is the reason the Executive Secretary had requested each organization to furnish a listing of their state legislative representatives.

The Chairman stated the next Labor-Management meeting is scheduled for September 27, 1974 in Washington, D. C. The subject is continued on the docket.

1.6 Committee on International Affairs: No action. The subject is continued on the docket.

1.7 Committee on National Transportation Policy, Mergers, and Consolidations and Passenger Service: No action. The subject is continued on the docket.

1.8 Committee on Legislation

1.81 Anti-Labor Bills: No action. The subject is continued on the docket.

1.82 Legislation General: Executive Secretary McIntosh reported on Legislative Matters.

1.82-4 S. 1149 - H.R. 5385 - Adams - "Surface Transportation Act of 1973". S. 1149 was passed by the Senate on July 23, 1973, by a 80-6 roll call vote.

Hearings were held before the Subcommittee on Transportation and Aeronautics of the House, to consider the bill H.R. 5385. This bill was reported to the full House on September 19, 1974 (House Report 93-1381).

1.82-8 S. 2401 - Magnuson - "National Agency for Transportation Safety Act of 1973" and H.R. 10514 - Adams: Hearings were held September 12, 1973, April 9 and 10 before the Senate Commerce Committee. No further action has been scheduled at this time.

1.82-9 H.R. 13487 - Adams - H.R. 12891 - Staggers and S. 3237 - Magnuson - "Rail Freight Transportation Improvement Act of 1974": Hearings were held before the Subcommittee on Transportation and Aeronautics of the House on June 27 and 28, July 2 and 3, 1974.

1.82-10 H.R. 13870 - Mills - S. 3286, Kennedy - "Comprehensive National Health Insurance Act of 1974": House Committee Markup began August 5, 1974. Executive Secretary McIntosh reported the House Ways and Means Committee postponed indefinitely its further consideration of the National Health Insurance Legislation. The decision came after members, who were in the process of making tentative drafting decisions sharply divided over how to finance various parts of the program. Congressman Mills had been pushing for agreement on the compromise, drawn up by the Committee staff, before the Labor Day recess began August 22 so that a bill could be drafted for final committee approval in September.

Congressman Mills did not rule out the possibility of a compromise but hinged the likelihood of one on the ability of various committee members with divergent points of view to develop a plan that could be strongly endorsed by the Ford Administration. He also said the chances would improve if there were a decision to hold a lame duck session. Hearings were held before the Senate Committee beginning May 21, 1974.

9/4/74



1.82-11 H.R. 15223 - Staggers - Federal Railroad Safety and Hazardous Materials Transportation Amendments of 1974: The House on June 24 by voice vote, passed H.R. 15223.

H.R. 15223 authorized \$38 million for fiscal 1975 programs under the Federal Railroad Safety and Hazardous Materials Transportation Control Act of 1970 (PL 91-458).

#### RAILROAD SAFETY PROGRAMS

The bill authorized \$35 million for the rail safety programs administered by the Dept. of Transportation's Federal Railroad Administration. The House appropriated \$19,470,000 an amount equal to the administration's budget request for those programs in the fiscal 1975 transportation appropriations bill (H.R. 15405) passed June 19.

The authorization bill broke the funds into the following categories:

Office of Safety - authorization: \$18 million appropriation: \$10,170,000. Both bills said this money should provide for about 350 new inspection workers.

Federal assistance to state enforcement programs -- authorization: \$3.5 million appropriation: \$1 million. The appropriations Committee said \$1.5 million in fiscal 1974 funds remained unobligated, bringing the actual amount available for this program in Fiscal 1975 to 2.5 million.

FRA salaries and expenses - authorization: \$3.5 million; appropriation: \$3.5 million.

Research and development - authorization: \$10 million; appropriation: \$4.8 million. Expenditures for this program were not to exceed those for inspection and enforcement according to H.R. 15223.

In addition to authorizing funds, the bill ordered the DOT to submit a comprehensive report on rail safety programs to Congress by March 17, 1976.

#### HAZARDOUS MATERIALS

The bill authorized \$3 million for the department's hazardous materials control program, set up under the 1970 rail safety law. It reaffirmed the Secretary's authority to define certain items carried to interstate commerce as hazardous, and extended his regulatory authority to include not only the shippers of those materials but the containers as well.

The Secretary was authorized to issue regulations, specified in the bill governing the rail transport of explosives classified Explosives A (Munitions, solid explosives, TNT and dynamite).

The bill also specifically assigned to the transportation department authority to set hazardous materials regulations, while leaving enforcement to the appropriate administration - FRA, FAA, or FHA. It provided for civil penalties for violation of regulations, to encourage enforcement when criminal penalties were considered too harsh.

The bill, H.R. 15223 was passed by the House on June 24, 1974.

On October 7, 1974, the Senate, by a 69-0 vote passed and sent to Conference the bill H.R. 15223; however, all language following the enacting clause was struck and the provisions of the Senate companion bill S. 4057 was inserted in lieu thereof.

9/4/74



1.82-12 H.R. 15301 - Staggers, S. 3612 - Hathaway "Railroad Retirement Act of 1974: The House Interstate and Foreign Commerce Committee on August 29, 1974 filed the report (House Rept. 93-1345) on this bill.

Executive Secretary McIntosh distributed copies of the House report to the members present.

The bill H.R. 15301 passed the House on September 12 by a roll call vote of 343-10.

Hearings were held in the Senate Subcommittee on Railroad Retirement on September 5, 10 and 11.

H.R. 15301 passed the Senate on September 25, 1974 by a roll call vote of 86-1

1.82-13 H.R. 15302 - Staggers, Railroad Retirement Unemployment Insurance Act, amendment: No action has been taken on this bill to date.

Chairman Chamberlain recommended that this bill be updated and made the prime legislative proposal for the 94th Congress.

1.82-14 S. 2064 - Magnuson and Cotton, Safety - Hazardous Materials Transportation: Hearings were held before the Senate Committee on Commerce on June 12, 13 and 14 at which time hearings were recessed subject to the call of the chair.

1.82-15 S. 3569 - Hartke, and Magnuson: Amtrak Improvement Act of 1974: The Senate on August 8, 1974 by a 75-13 vote passed S. 3569, to authorize \$268.9 million for fiscal 1975 operating expenses for the National Railroad Passenger Corporation (Amtrak).

Like the companion House bill (H.R. 15427) passed July 11, S. 3569 would authorize \$200 billion in fiscal 1975 operating subsidies for Amtrak. Both bills also raised the cailing on federally guaranteed loans for the corporation, which was created by Congress under the Rail Passenger Service Act of 1970 (PL 91-518) to take over and revitalize the nation's intercity rail passenger service.

S. 3569 included a number of additional amendments aimed at improving Amtrak operations. Significant floor changes included 1) an increase in the federal share of payments for rail services financed jointly with the states, 2) an extension of Amtrak's basic service to areas neglected by the three year old rail system and 3) a "limited exception" to the \$60,000 annual salary ceiling for the corporation's executives.

#### EMPLOYEE PASS PRIVILEGE

Amtrak was required under existing law to carry certain railroad employees free of charge or at reduced rates on a "space available" basis. Participating railroads were to reimburse the corporation for this service, with the Interstate Commerce Commission acting as referee in disputes over the amount.

Under S. 3569, the ICC would have to award Amtrak "just and reasonable compensation" for the service. This would encourage Amtrak to liberalize its "currently restrictive regualtions on transporting employees," the Committee said.

STATUS - Passed the Senate on 8/8/74 - Companion House bill H.R. 15327 passed House on July 11, 1974.

9/4/74



1.82-16 S. 3343 - Weicker - "Interstate Railroad Act of 1974": The bill would designate a national network of rail lines, require minimum standards of maintenance on those lines and provide \$2.5 billion in federal financial aid for their rehabilitation.

This bill is presently pending before the Senate Commerce Committee. No action has been taken to date.

2.116 Erie Lackawanna Reorganization: Chairman Chamberlain appointed the following to serve on the Disruption Committee on the Erie Lackawanna: Presidents Whitmire, Yost, Otto, Vice Presidents Peterpaul and Walsh.

The meeting recessed at 11:45 a.m.

### WEDNESDAY AFTERNOON

Chairman Chamberlain called the meeting to order at 1:30 p.m.

1.1 Executive Committee: Chairman Chamberlain reported the Executive Committee met September 3, 1974. He reported the Executive Committee is recommending to the full RLEA that a Special Assessment be levied with proceeds being contributed to LABOR Newspaper to assist with costs incurred in the publishing of 17 State Makeover Editions.

Discussion was held on the subject.

Motion - Brother Lachowicz (IBEW) - that the recommendation of the Executive Committee to levy a special assessment be accepted.

Motion adopted by a vote of 7 yeas, 2 nays, 1 abstention.

Voting as follows:

American Railway Supervisors' Association	Yea
American Train Dispatchers' Association	Yea
Brotherhood of Locomotive Engineers	Abstaining
Brotherhood Railway Carmen of the U. S. and Canada	Yea
Int'l. Assn. of Machinists & Aerospace Workers	Yea
Int'l. Brotherhood of Boilermakers & Blacksmiths	Nay
Int'l. Brotherhood of Electrical Workers	Yea
Int'l. Brotherhood of Firemen & Oilers	Nay
Railroad Yardmasters of America	Yea
Sheet Metal Workers' Int'l. Association	Yea

3.1 Schedule of RLEA Meetings: Discussion was held regarding the date and site of the next RLEA Meeting. It was decided the next meeting would be held on November 13, 1974 at the Dupont Plaza Hotel in Washington, D. C. to convene at 9:00 a.m.

1.1. Executive Committee: Chairman Chamberlain reported on other items discussed at the September 3rd Executive Committee meeting.

He reported the RLEA had been requested to reconsider previous position taken not to participate in the St. Louis Terminal Task Force Project. The Chairman reported the Executive Committee had agreed to maintain its original position.

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Executive Committee (Continued)

The Chairman reported it was the consensus of the Executive Committee that the RLEA appointed Committee meet with the CRU in an effort to reunite the two groups.

1.9 Committee on Hospital Associations: President Yost reported that the Electrical Workers and Machinists would be free to get out of the Southern Pacific Hospital Association as of November 1, 1974. He also reported on problems being encountered with the MKT Hospital Association. He stated a strike vote had been taken and a strike date had tentatively been set for September 23, however, this was being held in abeyance in view of the upcoming national negotiations.

3.2 Washington Job Protection Agreement

3.23 Proposed Change: No action. The subject is continued on the docket.

3.6 Miscellaneous

3.65 Florida East Coast Situation: President Yost reported he would keep the RLEA advised on the result of his September 30th meeting with Mr. Wyckoff of the FEC.

3.90 AAR Recommended Employee Qualifications to F.R.A.: No action. The subject is continued on the docket.

3.92 Radio-Telephone: No action. The subject is continued on the docket.

3.97 Amtrak Pass Policy: Attorney Geoffrey Zeh reported there were only two alternatives with which to regain pass privileges: (1) Legislation, (2) Court action requiring Amtrak to extend pass privileges as was done prior to May 1972.

Following discussion of the subject, Chairman Chamberlain instructed Counsel, Executive Secretary McIntosh and other Washington representatives to schedule an exploratory conference with Amtrak in an effort to resolve this problem.

3.98 National Association of Retired and Veteran Railway Employees, Inc.: This item was removed from the docket.

1.43 National Railroad Adjustment Board

1.434 Printed Volumes of Awards: Chairman Chamberlain introduced Mr. Roy Carvatta, Administrative Officer, National Railroad Adjustment Board.

Mr. Carvatta addressed the Association regarding the feasibility of printing and selling printed volumes of Awards. He stated he had met with the Superintendent of Documents, Government Printing Office. The prices established for each of the Four Divisions are as follows:

First Division \$176.00 for one copy.  
Second Division \$110.00 for one copy.  
Third Division \$259.00 for one copy.  
Fourth Division \$65.00 for one copy.

Mr. Carvatta reported that based on the subscriptions furnished by Executive Secretary McIntosh, the cost to RLEA organizations for pamphlet awards for Fiscal Years 1973 and 1974 will be \$48,195.50. Based on the subscriptions furnished by Executive Secretary Beattie (CRU) the cost to the CRU Organizations for pamphlet awards for Fiscal Years

9/4/74



Printed Volumes of Awards (Continued)

1973 and 1974 will be \$74,433.00. The total, cost to the RLEA and CRU organizations will be \$122,628.50.

Discussion was held regarding the possible use of Form 1 rather than the printed volumes. Mr. Carvatta stated he would be willing to revise the Form 1 in an effort to make it more acceptable to the organizations.

Motion - Brother Lachowicz (IBEW) - to table the item until it can be given more consideration.

Motion seconded.

Following further discussion regarding revision of Form 1, Mr. Carvatta was requested to reissue his previous letter regarding Form 1.

Brother Lachowicz withdrew earlier motion.

1.35 Department of Transportation: Assistant President Jacobsen referred to a Notice of Proposed Rulemaking regarding the Installation, Inspection, Testing and Maintenance of Power Train Brakes which appeared in the Federal Register on July 26, 1974. He stated the Brotherhood Railway Carmen are indeed interested in this matter and will intervene in opposition to the proposed rulemaking, and requested the support of the RLEA in their endeavor.

Discussion was held on the subject.

Motion - Vice President Francisco - that the RLEA support the Brotherhood Railway Carmen of the U. S. and Canada in their endeavors opposing Power or Train Brakes, Proposed Rulemaking.

Motion adopted unanimously.

Meeting adjourned at 3:15 p.m.

Respectfully and fraternally submitted,

*E. M. McIntosh*  
Executive Secretary



C. J. CHAMBERLAIN, CHAIRMAN

J. TAYLOR EXECUTIVE SECRETARY-TREASURER

J. W. O'BRIEN, VICE CHAIRMAN

**R L E A**

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

RAILWAY LABOR BUILDING, 400 1st ST., N. W., WASHINGTON, D. C. 20001

737-1541

January 18, 1972

TO ALL CHIEF EXECUTIVES  
Railway Labor Executives' Association

Dear Sirs and Brothers:

Attached please find a copy of the proposed agenda for the  
forthcoming RLEA meeting which will be convened at 9:00 a.m.,  
February 14, 1972 at the Plaza Hotel, Miami, Florida.

Fraternally yours,

*J. Taylor Sloop*

Executive Secretary

Enclosure



PROPOSED AGENDA FOR RLEA MEETING  
Miami, Florida  
February 14, 1972

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SECTION 1 - REPORTS OF COMMITTEES or of subjects which Committees of the RLEA are considering.

1.1 Executive Committee: This committee consists of Chamberlain (Chairman) Krause, Winpisinger, Fredenberger, Pfenning, Otto, Tipton, Coughlin.

1.2 Committee on RR Retirement System and RR U. I. System: This committee consists of Fredenberger (Chairman), Otto, Krause, Tipton, Yost, Coughlin, Dellums and Soop.

1.21 Legislative Matters

1.215 H.R. 4173 - R.U.I.A. extended benefits

1.216 H.R. 2400 - Private bill - David Z. Glassmen

1.217 H.R. 8065 - Amend R.R.A. to provide for Age 55 with 30 years service.

1.218 H.R. 8733 - Purchase of Securities (Int. Rate RR System)

1.219 H.R. 8868 - Increase Unemployment and Sickness Benefits

1.22 Administrative Matters

1.221 Reports from the Railroad Retirement Board

1.2211 Catastrophic Health Insurance Program

1.2212 Sec. 22 RRA - Hospital Insurance Benefits for disabled under age 65

1.3 Committee on Safety: Chamberlain (Chairman), V. Davis, Winpisinger, Gladney, Pfenning, Krause, O'Callaghan, Calhoon, Soop.

1.312 Pending FRA Safety Cases

1.3124 Power Brake Rule

1.316 Highway Grade Crossing Safety Committee

1.35 Department of Transportation

1.351 Bureau of Safety

1.352 National Transportation Safety Board

1.4 Committee on Railway Labor Act: This Committee has two subcommittees. The full committee consists of Coughlin (Chairman, Chamberlain, Otto, Krause, Yost, Pfenning, Buoy, Calhoon, Winpisinger, Soop.



- 1.41 Subcommittee on Failure to Apply Awards: This subcommittee consists of Yost (Chairman), Soop and other available organization representatives.
- 1.42 National Mediation Board
  - 1.422 Pending Cases
    - 1.42211 Amendments re Individuals as Bargaining Agents
- 1.43 National Railroad Adjustment Board
  - 1.435 NMB Selection of inexperienced referees
- 1.5 Labor-Management Committee: This committee consists of Chamberlain and Yost
- 1.6 Committee on International Affairs: This committee consists of Winpisinger (Chairman), Buoy, Pfenning, Coughlin, Chamberlain, Soop.
- 1.61 Team Managers/Escort Officers - Department of Labor
- 1.7 Committee on National Transportation Policy, Mergers and Consolidations and Passenger Service: This committee consists of Chamberlain (Chairman), J. O'Brien, Coughlin, Otto, O'Callaghan, Krause and Soop and assigned Washington representatives.
  - 1.722 Commuter Service
  - 1.723 General Pass Situation
- 1.8 Committee on Legislation: This committee consists of Soop (Chairman), Krause, Buoy, Winpisinger, Fredenberger, J. O'Brien, Coughlin, Gladney.
  - 1.81 Anti-Labor Bills
    - 1.811 State
  - 1.82 Legislation - General
    - 1.826 H.R. 3595, S. 832 - Railway labor Act Amendment (AFL-CIO)
    - 1.827 H.R. 3596, S. 560 - Emergency Public Interest Protection Act of 1971
    - 1.828 S. 1729 - The Fast Freight Systems Transportation Act of 1971
    - 1.829 H.R. 1 - Social Security Bill
    - 1.830 H.R. 9 - Labor-Management Reporting and Disclosure Act - Terms of Office.
    - 1.831 H.R. 10925 - To extend time of payment of interest or principal of existing Government Loan Guaranty to a maximum of 30 years.
    - 1.832 H.R. 11417 - Staggers - S. 2760 - Magnuson to Provide financial Assistance to Amtrak
    - 1.833 S. 2362, Hartke - Transportation - National Program H.R. 11207 Adams - identical bill to S. 2362; S. 2841 - Magnuson - Transportation Assistance Act of 1971; S. 2842 - Magnuson - H.R. 11826 - Staggers "Transportation Regulatory Modernization Act of 1971".



- 1.834 S. 2494 - Magnuson - Amend Section 1(16) of the Interstate Commerce Act authorizing the ICC to continue rail transportation services

1.83 ICC Legislative Recommendations

- 1.9 Committee on Hospital Associations. Yost (Chairman), Krause, Fredenberger, Coughlin, Pfenning, Soop.

SECTION 2 REPORTS OF COUNSEL

2.1 Reports from Mulholland, Hickey & Lyman

2.11 Reorganizations

2.111 New Haven Railroad Reorganization

2.112 Boston and Maine Reorganization

2.113 Penn Central Reorganization

2.114 Lehigh Valley

2.115 Central of New Jersey

2.12 ICC Cases on Discontinuance of Passenger Trains

2.127 F.D. 26200 - Penn Central (22 Trains)

2.13 Mergers, Consolidations and Control

2.139 PANYC - F.D. 21989, 21990

2.13-18 Union Pacific - Rock Island - C&NW - F.D. 22688, 22689, 23285, 23286, 23287

2.13-18-1 Cotton Belt - Texas and La. Lines/SP - F.D. 23595-96, 23285-86

2.13-26 IC-GM&O - Acquisition and Merger - F.D. 25103-6

2.13-27 C&O-B&O - Control of Western Maryland - F.D. 23178

2.13-28 St. Louis Southwestern Ry. Co. - Purchase of Alton & Southern Ry. Co. - F.D. 26426

2.13-29 St. Louis Southwestern Ry. Co. and MoPac F.D. 26427

2.14 Abandonments, Constructions, Trackage Rights, Pooling Arrangements

2.16 Legislation

2.161 Rail Passenger Service of 1970 (PL 91-518)

2.17 Other Matters



2.174 Section 13(c) of the Urban Mass Transit Act of 1964

2.174-1 U.M.T.A. Application (Ill-UTG-15) West Suburban Mass Transit District, Chicago, Illinois - Purchase of Railroad cars, etc.

2.174-2 U.M.T.A. Application (NY-UTG-35) Metropolitan Transportation Authority New York, N.Y., Midtown Manhattan - LIRR Extension.

2.1745 SEPTA (Projects - Various)

2.17-17 Amtrak & Penn Central Pass Situation Civil Action 71-1342

2.18 Proposed Employee Protection Agreements

2.185 Union Pacific - Rock Island - C&NW

2.188 IC-GM&O

2.19 Civil Rights Act

### SECTION 3 - GENERAL AND MISCELLANEOUS

3.1 Schedule of RLEA Meetings - February 14-18, 1972 - Miami, Florida

3.2 Washington Job Protection Agreement

3.22 Pending Disputes

3.6 Miscellaneous

3.61 Health and Welfare Plans

3.611 C&NW Railroad

3.65 Florida East Coast Situation

3.76 ICC - M-300 Reports

3.85 Sec. 13(a) 1 Train Discontinuances Covering Commuter Services

3.87 Equal Opportunity in Surface Transportation (Discrimination Practices)

3.89 Committee on Central of New Jersey Reorganization (Timpany)

3.90 AAR Recommended Employee Qualifications to F.R.A.

3.92 Radio-Telephone

3.93 Amtrak-Pass Privileges

3.94 I.C.C. Vacancies

3.95 Auto-Train Corp.



RLEA STANDING COMMITTEES AND COMMITTEE MEMBERS

- 1.1 Executive Committee. Chamberlain (Chairman), Krause, Winpisinger, Fredenberger, Pfenning, Otto, Tipton, Coughlin.
  - 1.2 Committee on RR Retirement System and RR U.I. System. Fredenberger (Chairman) Otto, J. O'Brien, Tipton, Yost, Coughlin, Dellums, and Soop.
  - 1.3 Committee on Safety. Chamberlain (Chairman) V. Davis, Winpisinger, Gladney, Pfenning, Krause, O'Callaghan, Calhoon, Soop.
  - 1.4 Committee on Railway Labor Act. This Committee has two subcommittees. The full committee consists of Coughlin (Chairman), Chamberlain, Otto, J. O'Brien, Yost, Pfenning, Buoy, Calhoon, Winpisinger, Soop.
    - 1.41 Subcommittee on Failure to Apply Awards. This subcommittee consists of Yost (Chairman), Soop and other available organization representatives.
    - 1.434 Subcommittee on Changes being Made in National Railroad Adjustment Board. This subcommittee consists of Coughlin, (Chairman) Yost, Pfenning, Otto.
  - 1.5 Labor-Management Committee. This Committee consists of Chamberlain and Yost.
  - 1.6 Committee on International Affairs. Winpisinger (Chairman), Buoy, Pfenning, Coughlin, Chamberlain, Soop.
  - 1.7 Committee on National Transportation Policy, Mergers and Consolidations and Passenger Service. Chamberlain (Chairman), J. O'Brien, Coughlin, Otto, O'Callaghan, Krause, Soop and assigned Washington representatives.
  - 1.8 Committee on Legislation. Soop (Chairman), Krause, Buoy, Winpisinger, Fredenberger, J. O'Brien, Coughlin, Gladney.
  - 1.9 Committee on Hospital Associations. Yost (Chairman), Krause, Fredenberger, Coughlin, Pfenning, Soop.
- MERGER COMMITTEE ON IC-GM&O-G&O-N&W. Chamberlain (Chairman), J. O'Brien, Tipton, Yost, Otto.
- HIGHWAY GRADE CROSSING SAFETY COMMITTEE. Coughlin (Chairman), Chamberlain, Soop
- EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE. Dellums (Chairman), Fredenberger, Otto, Krause, Soop.
- PASSENGER PROTECTIVE COMMITTEE. Coughlin, Yost, Otto, Gladney, T. H. Gregg (representing C. J. Chamberlain), Soop.
- COMMITTEE ON NATIONAL RAILROAD PASSENGER CORP. Coughlin (to be represented by W. E. Skutt), Pfenning, Yost, Chamberlain, Tipton and Soop.
- COMMITTEE ON CENTRAL OF NEW JERSEY REORGANIZATION. Gladney (Chairman), Yost, Coughlin, Tipton, Chamberlain.
- COMMITTEE ON EMPLOYEE QUALIFICATIONS (AAR-ERA). Pfenning (Chairman), Coughlin, Francisco.



LABOR-MANAGEMENT COMMITTEE OF THE CENTRAL OF NEW JERSEY: W. E. Skutt (BLE),  
Joseph Noonan (BRCoFA) M.B. Frye (BRS)

COMMITTEE ON AMTRAK PASS POLICY: O'Brien, Coughlin, Otto, Chamberlain.

Effective 1/18/72



REPORT OF COUNSEL

RLEA MEETING - FEBRUARY 14, 1972

\*1.82 Legislation - General - See pp. 7&8

2.11 Reorganizations

2.111 New Haven Railroad Reorganization

Nothing of major interest to the membership has developed since the November meeting to supplement the report submitted then.

2.112 Boston & Maine Reorganization

The Commission on November 1, 1971, granted RLEA leave to intervene in the reorganization proceeding docketed as F.D. No. 26711. The Commission directed parties participating at a special conference held by it on June 22, 1971, to answer a number of questions relating to action each party was agreeable to undertake to assist the Boston & Maine to continue its operations. Counsel filed a response with the Commission on behalf of the Association.

U.S. District Judge Francis Ford held an informal conference on December 6 at Boston, Massachusetts to consider what assistance connecting carriers and various Federal, state and local agencies might give to permit Boston & Maine to continue its present operations. While representatives of the various labor organizations were not invited to attend, counsel for the Association was permitted to attend as an observer at the conference. None of the participants offered to make significant concessions which would help the Boston & Maine improve its present financial condition. On December 20, 1971, Trustees for Boston & Maine filed a plan of reorganization with the Reorganization Court in Boston, Massachusetts. In the plan the Trustees express a desire that two million dollars a year in savings can be realized through the negotiation of work rule changes with the various labor organizations having representation on the Boston & Maine. The Trustees have recently appointed Mr. F. J. Edzwald as head of its labor relations department and Mr. J. E. Mason as his assistant. These individuals were formerly employed by Penn Central.

2.113 Penn Central Reorganization

Nothing of general interest to the membership has developed since the November meeting to supplement the report submitted then.

2.114 Lehigh Valley Reorganization

Nothing of general interest to the membership has developed since the November meeting to supplement the report submitted then.



2.115 Central Railroad of New Jersey Reorganization

By Order No. 445 issued on December 20 Judge Augelli authorized CNJ to temporarily suspend all of its operations in the Commonwealth of Pennsylvania effective April 1, 1972, in the event the Commission has not issued its decision in F.D. No. 26659 by that date. The Court further authorized CNJ to cease all operations after application to the Court on ten days' notice in the event the Commission denies CNJ's abandonment application. By Order No. 452 issued on January 11 the Reorganization Court authorized CNJ to abandon ten lines pursuant to authority previously granted by the Commission. The Commonwealth of Pennsylvania has appealed the Court's Order permitting abandonment of the ten lines to the United States Court of Appeals for the Third Circuit.

Addendum: Reading Reorganization - No. 71-828 - F.D. No. 26921

The Commission on January 17 granted RLEA leave to intervene in the reorganization proceeding docketed as F.D. No. 26921. On December 20 Counsel filed a Motion for Leave to Intervene in the Reading reorganization proceedings with the United States District Court for the Eastern District of Pennsylvania. Judge J. William Ditter, Jr. has been assigned to oversee reorganization of the Reading, and has appointed Mr. Richardson Dilworth and Mr. Andrew L. Lewis, Jr. as Trustees for the railroad. Judge Ditter's appointments are subject to approval by the Commission. Judge Ditter stated that he would hold a hearing for the purpose of considering all Motions seeking leave to intervene in the reorganization proceedings at some later date.

2.12 ICC Cases on Discontinuance of Passenger Trains

2.127 F.D. No. 26200 - Penn Central (22 Trains)

By Order served September 13, 1971, the Commission denied the Association's Petition for Reconsideration which challenged the validity of six general guidelines formulated by the Commission for use in determining whether passenger trains are operating in commuter and other short haul services rather than intercity services and therefore subject to exclusion from the moratorium provisions of Section 802 of the Rail Passenger Service Act of 1970. It is recommended that consideration be given to removing this item from the Agenda, which was of general interest prior to the Amtrak takeover.



2.13 Mergers, Consolidations and Control

- 2.139 PANYC - F.D. Nos. 21989, 21990 (Protection of Employees of Subsidiaries)

This matter remains pending a decision by the Commission following Counsel's reply to Penn Central's Exceptions and Petitions to Intervene and Exceptions filed by numerous Penn Central subsidiaries.

- 2.13-18 Union Pacific - Rock Island - C&NW - F.D. Nos. 22688, 22689, 23285, 23286, 23287

On September 1, 1971, the Commission served Volume I (717 pages) of Examiner Klitenic's report and order recommending approval of Union Pacific's application.

- 2.13-18-1 Cotton Belt - Texas and La. Lines/S.P. - F.D. Nos. 23595, 23596 - F.D. 23285/86

No change from last report. Last consideration was decision in April 1971 to postpone effort to negotiate protective agreement until further progress made in Union Pacific-Rock Island acquisition proceedings.

- 2.13-26 IC-GM&O - Acquisition and Merger - F.D. Nos. 25103-6

In a Report and Order served December 28 the Commission authorized acquisition of GM&O and IC by IC Gulf Industries, and imposed New Orleans protective conditions. A Petition for Reconsideration will be filed on behalf of the Association. The Kansas City Southern Lines, CRU, and the Department of Justice will file similar petitions and, in the event of their denial, institute court proceedings to set aside the Commission's Order. Consideration should be given to intervention by the Association in such proceedings.

- 2.13-27 C&O/B&O - Control of Western Maryland (CNJ Inclusion)

Action in this proceeding has been suspended by request of CNJ pending a decision relative to its abandonment application.

- 2.13-28 St. Louis Southwestern Ry. Co. - Purchase Alton & Southern Ry. Co. - F.D. No. 26426

On September 20, Counsel for the Association filed its brief with the Commission in this proceeding. As of this date, Hearing Examiner Joseph M. May has not issued his Recommended Report and Order. Counsel for the Association and RED President Yost had preliminary discussions with Cotton Belt officials with respect to a protective agreement for employees who may be adversely affected as a result of this transaction.



2.13-29 St. Louis Southwestern Ry. Co. and Mo. Pac. - F.D. No. 26427

(ICC F.D. Nos. 26426 and 26427 are being handled as one and are covered by Item 2.13-28 above)

2.14 Abandonments, Construction, Trackage Rights, Pooling Arrangements

Addendum: CNJ Abandonment - F.D. No. 26659; and Lehigh Valley Assumption of CNJ Operations - F.D. No. 26773; and Reading Assumption of CNJ Operations - F.D. No. 26781;

The Commission held hearings in the above-docketed proceedings during November and December for the purpose of receiving evidence from applicants and protestants. CNJ, LV and LC&N have entered into agreements whereby LC&N will settle its claim against CNJ's disaffirmance of its lease with LC&N. LV and LC&N have reached an agreement whereby LV will acquire LC&N's lease-hold interest. The respective agreements have been approved by the CNJ and LV Reorganization Courts. Counsel for the Association submitted evidence at the hearing with respect to the impact of the pending applications on employees, existing employee protective agreements, and employees required by Lehigh Valley to perform the additional operations sought in its application. Hearings were adjourned on December 14. Pursuant to procedures established for the conduct of these proceedings the Examiner's Recommended Report and Order will be eliminated and the matter will be presented directly to the Commission for its decision. Counsel for the Association is currently preparing a brief to be filed with the Commission by January 31, 1972.

2.16 Legislation

2.161 Rail Passenger Service Act of 1970 (PL 91-518)

Amtrak's Motion to Dismiss a joint complaint filed by RLEA and CRU remains pending before the U.S. District Court for the District of Columbia

2.17 Other Matters

2.174 Section 13(c) of the Urban Mass Transportation Act of 1964

2.174-1 UMTA Application (Ill-UTG-15) West Suburban Mass Transit District, Chicago, Ill. - Purchase of Railroad Cars, etc.

Counsel has held two conferences with representatives of the Burlington Northern in an effort to negotiate a satisfactory protective agreement in conjunction with this application. At the second of said conferences the Burlington Northern representative Egbers indicated willingness to accept generally the provisions of the agreement negotiated and filed in conjunction with the recent Lake Porter Grant (UMTA, IND-UTG-5). Negotiations are continuing thereon, and the specific protection sought on behalf of the Shop Crafts, and a supplemental oral report will be made thereon.



2.174-2 UMTA Application (NY-UTG-35) Metropolitan Transportation Authority, New York, New York, Midtown Manhattan - LIRR Extension.

No change.

2.1745 SEPTA (Projects - Various)

No change.

Addendum: UMTA Application - Delaware River Port Authority of Pennsylvania and New Jersey - Capital Improvement Program (INT-UTG-10)

An application for a grant for a series of projects involving various capital improvements.

Addendum: UMTA Application - Chicago South Suburban Mass Transit District - Purchase Buses (ILL-UTG-25)

An application for a grant for a project involving the purchase of buses and spare components for use thereon plus eighty-eight locked fare boxes. UTU appears to be sole bargaining representative of potentially affected employees.

Addendum: UMTA Application - New Jersey Department of Transportation, Construction of Rail in Montclair, New Jersey (NJ-UTG-10)

Project involves construction in Montclair, New Jersey.

Addendum: UMTA Application - Northwest Suburban Mass Transit District - Purchase of Facilities and Equipment (ILL-UTG-22)

Project involves the purchase of new cars, locomotives and various signaling and station equipment, a new yard and a new station to be used by the Milwaukee road.

Addendum: UMTA Application - Chicago Suburban Transportation District, Chicago, Illinois - Distributor and Loop Subway Construction (ILL-UTG-12)

Project involves the initial stages of loop and distributor subway construction in the Chicago area.

Addendum: UMTA Application - New Jersey Department of Transportation, Purchase of 25 Commuter Railway Cars - (NJ-UTG-9)

No change.



Addendum: Department of Labor Proposed Procedures Relating to the Responsibilities of the Secretary of Labor under UMTA to Resolve Disputes Relating to Protection Agreements under UMTA.

The minutes of the November meeting reported in a note that Association Executive Secretary Soop circulated a reproduction of the Notice of Proposed Rule Making published in the Federal Register. Acting on the request of the Department of Labor, the Association filed its comments in general support of the proposed procedures suggesting minor modifications.

2.17-17 Amtrak & Penn Central Pass Situation, Civil Action 71-1342

The final judgment of the District Court entering the stipulated dismissal without prejudice of the unions' complaint in this proceeding as reported in the minutes of the November meeting was entered on November 17, 1971. Consideration should be given to removing this item from the docket.

2.18 Proposed Employee Protection Agreements

2.185 Union Pacific - Rock Island - C&NW

No change.

2.188 IC-GM&O

An oral report will be made on this item.

Addendum: Cotton Belt - A&S - F.D. No. 26426 (Back reference to Agenda Items 2.13-28 and 2.13-29)

2.19 Civil Rights Act

Jacksonville Terminal - On November 18, 1971, the U.S. Court of Appeals for the Fifth Circuit issued its Order denying the separate petitions for en banc rehearing filed on behalf of all defendants as reported in the minutes of the November meeting. Shortly thereafter counsel for all defendants conferred and are undertaking to prepare and file prior to February 8, 1972, a petition for certiorari with the Supreme Court of the United States.

C&O - No change.

SCL - No change.

3.6 Miscellaneous

3.65 Florida East Coast Situation

An oral report will be made.



3.87 Ex Parte 278 - Equal Opportunity in Surface Transportation

This proceeding before the ICC was initiated by a petition seeking an investigation by the Commission of racial employment discrimination in the trucking industry. The Commission in issuing its notice to conduct such an investigation expanded the scope thereof to include all railroads. On December 1, 1971, counsel for the Association filed a statement with the Commission urging that the investigation be limited initially to question whether the Commission possessed jurisdiction to conduct such an investigation. A similar statement was filed by the AAR on behalf of all railroads. A supplemental oral report will be made.

3.95 Auto-Train Corporation

An oral report will be made.

\*1.82 Legislation - General

1.828 S. 1729 - The Fast Freight Systems Transportation Act of 1971:

S. 1729 as reported by the Senate Subcommittee on surface transportation contained a number of changes from working draft No. 1 which had set forth amendments proposed by the Association with the Bill as introduced. Comments of the Association on the Bill as reported were sent to Senator Hartke and each member of the Senate Committee, as well as the members of the Labor Management Committee. These comments reflected the dissatisfaction of the Association as the Bill was reported.

1.833 S. 2362 - Hartke - Transportation - National Program H.R. 11207 Adams - identical bill to S. 2362; S. 2841 - Magnuson - Transportation Assistance Act of 1971; S. 2842 - Magnuson - H.R. 11826 - Staggers "Transportation Regulatory Modernization Act of 1971."

As requested by members of the Labor Management Committee, conferences were held by a committee of counsel representing drafting amendments to the bill as introduced to provide for employee protection. In the latter part of January 1972 the committee of counsel concluded that it proceeded as far as it could to reach agreement as of the nature of the protective arrangements to be included in the bill. The final draft of the proposed arrangements are in the opinion of counsel for the interested labor organizations deficient in several respects. An agreement for their modification was not acceptable to counsel for management. The proposed protective arrangements as set forth in the final draft may be termed unsatisfactory in the following respects:

1. The protective arrangements deal only with the section of the bill which provides for expedited handling of abandonments by the Commission. Counsel for management stated that their instructions were limited to protective arrangements only under this section of the bill.

2. While providing that the protective arrangements will not apply to the abandonment of operation of an entire railroad, such an abandonment will still be subject to expedited handling by the Commission. The protective arrangements state that the abandonment of operation of an entire railroad will be subject to such terms and conditions as the Commission may require.



3. Fringe benefits are to be granted to affected employees to the same extent as granted to active employees or to furloughed employees as the case may be. The failure of the protective arrangements to provide for all fringe benefits to affected employees conflicts with the requirement in the arrangements that employees shall not be worsened in their employment.

4. The burden of proof provisions in the event of a dispute whether an employee is affected by an abandonment is less desirable than that set forth in the Amtrak protective arrangement as described by the Secretary of Labor in testimony before the courts and Congress.

RED President Yost has been furnished a complete memorandum of the results of conferences between counsel representing management and labor to draft amendments to the Bill to provide employee protection and may submit a supplemental oral report.

Respectfully submitted,

MULHOLLAND, HICKEY & LYMAN