

DRAFT 2/26/74

AGREEMENT OF THE AMTRAK *Dining*  
SERVICE WORKERS COUNCIL

1. The name of the organization will be "THE AMTRAK SERVICE WORKERS COUNCIL".

2. The Council will consist of the presidents of the Hotel and Restaurant and Bartenders International Union (hereinafter called "International"), the Brotherhood of Sleeping Car Porters (hereinafter called "Brotherhood"), and the Transport Workers Union (hereinafter called "TWU"), or their designated representatives. The Council will represent all dining car and service employees of Amtrak except for sleeping car porters.

3. All <sup>such</sup> ~~dining car and service~~ employees of Amtrak who were employed by any railroad carrier prior to being employed by Amtrak, shall continue membership in the Unions of which they were members at the time of such railroad employment. <sup>check S.C.P. + new trains</sup> All ~~dining car and service~~ <sup>such</sup> employees hired by Amtrak for the operation of Trains 60 and 61 running between Washington and Montreal shall be members of TWU. All sleeping car porters hired by Amtrak for the operation of Trains 60 and 61 shall be members of Brotherhood. All ~~dining car and service~~ <sup>such</sup> employees hired by Amtrak who were not employed by any railroad carrier prior to their Amtrak employment (except

those employees hired for Trains 60 and 61) and who are not, therefore, members of the three Unions involved, will be assigned, on a ratio basis, to the three Unions for membership purposes.

4. The constitutions and by-laws of each Union will be applicable to members of that Union.

5. The Union dues and initiation fees of the three Unions with respect to all employees coming within the jurisdiction of this Agreement, shall be uniform. The presidents of the three Unions, or their designated representatives, shall meet and agree on a uniform scale of dues and initiation fees. The three Unions will take whatever action is necessary, pursuant to their by-laws and/or constitutions to set the dues and initiation fees at the uniform levels agreed upon. All dues, whether collected by check-off or otherwise, will be forwarded to the Council and divided appropriately among the three Unions on the basis of membership as above provided. All initiation fees will be paid to the Union joined by the new employee.

6. The ratio of membership and dues distribution will be agreed upon at the time of the signing of this Agreement by the presidents of the Unions involved, or their designated representatives. It is expected that

with the assumption by Amtrak of additional dining *employees covered*  
*by this agreement,*  
car service, the ratio will change. Subsequent  
*by this agreement*  
to each Amtrak takeover, agreement will be reached on  
the new ratio by the presidents of the three Unions,  
or their designated representatives, based upon the  
relative impact of such additional dining car service  
on the total employment of dining car service employees  
employed by Amtrak.

7. The Council will bargain with Amtrak as  
a single bargaining unit and negotiate ~~the same~~ wages,  
rules and working conditions for all employees involved.  
The Agreement negotiated with Amtrak will be enforced  
and policed by each Union with respect to its members.  
Each Union will, however, should circumstances require,  
and by mutual agreement assist in enforcing and policing  
the Agreement with respect to members of the other Unions.  
A duly accredited representative of any of the Unions  
involved shall be considered a duly accredited represen-  
tative of the Council.

8. The Council shall have a chairman and two  
vice-chairmen, to be selected by the presidents of the  
three Unions. The chairmanship shall be filled by  
a representative of each Union for one calendar year on

a rotating basis. All notices under Section 6 of the Railway Labor Act or for changes in the working Agreement will be served on Amtrak solely by the chairman on behalf of the Council. The chairman shall reach agreement with the vice-chairmen in this and on all other matters in the collective bargaining process before taking any action in such matters.

9. The Agreement with Amtrak will provide for a Special Board of Adjustment. The Union member of the Board will consist of the Chairman of the Council or his designated representative.

10. All disputes among the three Unions, of any kind, will be submitted to the presidents of the three Unions involved. <sup>in the event of a tie</sup> If the dispute cannot be resolved by them it will be resolved by Arbitration, unless some other method of resolving it is agreed upon by the three Union presidents.

Dated: February , 1974

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AGREEMENT OF THE AMTRAK  
SERVICE WORKERS COUNCIL

1. The name of the Organization will be "THE AMTRAK SERVICE WORKERS COUNCIL".

2. The Council will consist of the presidents of the Hotel and Restaurant and Bartenders International Union (hereinafter called International), the Brotherhood of Sleeping Car Porters (hereinafter called Brotherhood), and the Transport Workers Union (hereinafter called TWU) or their designated representatives. The Council will represent all ~~dining car and service~~ employees of Amtrak <sup>in the classifications listed in Appendix A hereto.</sup> ~~except for sleep-~~  
~~ing car porters.~~

3. All <sup>such</sup> ~~dining car and service~~ employees of Amtrak who were employed by any railroad carrier prior to being employed by Amtrak, shall continue membership in the Unions of which they were members at the time of such railroad employment. All ~~dining car and service~~ employees hired by Amtrak for the operation of Trains 60 and 61 running

~~between Washington and Montreal shall be members of TWU.~~

~~All sleeping car porters hired by Amtrak for the operation of Trains 60 and 61 shall be members of Brotherhood. All~~

~~dining car and service employees hired by Amtrak who were not employed by any railroad carrier prior to their Amtrak employment (except those employees hired for Trains 60 and 61) and who are not, therefore, members of the three Unions involved, will be assigned, on a ratio basis, to the three Unions for membership purposes.~~

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is necessary, pursuant to their by-laws and/or constitutions to set the dues and initiation fees at the uniform levels agreed upon. All dues, whether collected by check-off or otherwise, will be forwarded to the Council and divided appropriately among the three Unions on the basis of membership as above provided. All initiation fees will be paid to the Union joined by the new employee.

6. The ratio of membership and dues distribution will be agreed upon at the time of the signing of this Agreement by the presidents of the Unions involved, or their designated representatives. It is expected that with the assumption by Amtrak of additional <sup>employees covered by this Agreement</sup> ~~dining car service~~, the ratio will change. Subsequent to each Amtrak takeover, agreement will be reached on the new ratio by the presidents of the three Unions, or their designated representatives based upon the relative impact of such additional <sup>employees</sup> ~~dining~~ ~~car service~~ on the total employment of <sup>covered</sup> ~~dining car service~~ employees employed by Amtrak.

7. The Council will bargain with Amtrak as a single bargaining unit and negotiate ~~the same~~ wages, rules and working conditions for all employees involved. The Agreement negotiated with Amtrak will be enforced and policed by each Union with respect to its members. Each Union will, however, should circumstances require and by mutual agreement, assist in enforcing and policing the Agreement with respect to members of the other Unions. A duly accredited representative of any of the Unions involved shall be considered a duly accredited representative of the Council.

8. The Council shall have a chairman and two vice-chairmen, to be selected by the presidents of the three Unions. The chairmanship shall be filed by a representative of each Union for one calendar year on a rotating basis. All notices under Section 6 of the Railway Labor Act or for changes in the working Agreement will be served on Amtrak solely by the chairman on behalf of the Council. The chairman shall reach agreement with the vice-chairmen in this and on

all other matters in the collective bargaining process before taking any action in such matters.

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10. All disputes among the three Unions, of any kind; will be submitted to the presidents of the three Unions involved. If the dispute cannot be resolved by them it will be resolved by <sup>an</sup> Arbitration<sup>or</sup>, unless some other method of resolving it is agreed upon by the three Union presidents.

*In the event the parties are unable to agree on an arbitrator, the arbitrator shall be named by the President of the AFZ - CIO.*  
Dated: February , 1974.

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EASTERN ZONE

Brotherhood Of Sleeping Car Porters

METROLINERS

Operates over the Penn Central Railroad from New York to Washington, D. C. with two Runs to New Haven, Conn.

MetroLiners provide Coach Service and First Class Parlor Car Service in a Car designated as "MetroClub". The Train generally consists of Two Snack Car Coaches, One Regular Coach and a "MetroClub".

SNACK CAR - The Coach Passengers are served from the Snack Car by a Buffet Lounge Attendant. He serves items to be consumed in this Snack Car or which can be taken back to Passenger Seats in another Coach. Items sold are: Coffee, Milk, Candy, Pastries, Sandwiches and all Beer and Cocktails. Generally, there are Two Snack Cars on each Train with one Buffet Lounge Attendant in each Car, who are Members of Local 1460, TWU. There are 88 Regular Assignments.

METROCLUB - Is a reserved Seat Car for 34 Passengers, who pay a First Class Parlor Car Rate, plus a premium to ride therein. Each Seat is individual with a rack attached to the side of the Car for the Passenger's use. Two Parlor Lounge Attendants are assigned to each Car. They serve all needs of these Passengers. They assist them to entrain and detrain with their Baggage and Coats, etc. They also serve Passengers at their seats, Food and Beverages from a Special Menu. The Food is prepared at the Commissary, but the final preparation and service is done by the Parlor Lounge Attendant on the MetroClub. A full Beverage Card is offered and served. This Car includes a part of Airplane and Pullman Complex. A good revenue Job, and a Round Trip, New York to

Page - 2  
Mr. C. L. Dellums  
METROLINERS

Washington is good for \$300 to \$450, depending on conditions. Strictly First Class and Reserved. Fare-NY to Wash. is \$31.00 One Way.

This MetroClub is staffed by Two Parlor Lounge Attendants, Members of the P-1 Division, represented by the BSCP. At present, their Membership is 61 with 44 Regular Assignments. Base Pay for Metro-Club is \$856.03 per month.

March 11, 1974

Mr. Eugene V. Attreed  
Director-Railroad Division  
International Vice-President  
Transport Workers Union of America  
1980 Broadway  
New York, New York 10023

Mr. Richard W. Smith, Vice President  
Hotel&Restaurant Employees & Bartenders  
International Union  
743 East 75th Street  
Chicago, Illinois 60619

Gentlemen:

In going over the first draft of the Agreement we verbally agreed to enter into when the three organizations met on January 31st, I wish to offer the following comments. Number one, I'm not hard-nose about the suggested name, but I would prefer "Railroad Service Workers Federation, and secondly, Amtrak Service Workers Federation. Number three; I think the question of the service employees on trains 60 and 61 between Washington and Montreal should be explored more. I don't think we ought to accept as a foregone conclusion that these workers employed on what's called the "day section" of the train shall also work in the dining cars. I think we ought to fight that until we break it up, because it's an Amtrak scheme to reduce the full time dining car crews. I think Amtrak intends to eliminate two or possibly three dining car employees, and use these Coach and/or Chair Car employees to fill in during the meal period, but, let's take a look at this employee. If this employee is on a train for twenty-four hours he would be on duty at least eighteen hours. If this employee was called upon to help out in dining cars during the meal it would mean six or seven hours in the dining car, and eleven or twelve hours in the coach, chair or parlor car. His dues should go to the organization under whose jurisdiction he performs the greater part of work each month.

Messrs. Eugene V. Attreed &  
Richard W. Smith

Page Two  
March 11, 1974

Number six; I think this section could be simplified and result in a better concentration of members. Let's take the Santa Fe as an example; the Hotel&Restaurant Employees now represent all of the dining car service employees, and therefore all new dining car employees to operate on that road should go to them. The Brotherhood represents all the other service employees on the Santa Fe, and all new ones should go to the Brotherhood. Another example, the Burlington Northern; all of the coach employees were members of the Hotel & Restaurant Employees Union and all new ones employed should go to them. This class of employee on the Milwaukee were members of the Brotherhood, and any new ones employed should go to the Brotherhood. All of the dining car employees on the Milwaukee were members of the Hotel&Restaurant Employees Union, and likewise all new ones employed should go to the same union. However, some of the dining car employees on the Burlington Northern were members of the Brotherhood and some of the Hotel & Restaurant Employees. Now, in that situation the new employees should be divided by the proportion that each organization already had. If we can agree to this formula then there will be no problems over personal representation employees will need from time to time. There would be no comparison made between the representation provided by the organizations. Each organization appears to have adequate representation for the employees they now represent, and my proposal for number six would retain it, and not get it fragmented all over the country.

I hope you brothers will give serious consideration to the above suggestions, and after one more exchange of correspondence let's set a date to meet around the table and iron out any differences, so that we can get it signed and move forward.

Fraternally yours,

C. L. Dellums,  
International President

CLD:cr

CC : Mr. M. Guinan  
Mr. T. Donahue  
Mr. A. Schwartz  
Mr. I. Gammernan  
Mr. R. Granata  
Mr. W. Hamilton  
Mr. F. O'Connell



# Transport Workers Union of America

*Affiliated with American Federation of Labor and Congress of Industrial Organizations*

1980 BROADWAY • NEW YORK, N.Y. 10023 • PHONE: 873-6000

**MICHAEL J. QUILL**  
International President  
1934 - 1966

**MATTHEW GUINAN**  
International President

**DOUGLAS L. MAC MAHON**  
Int'l Secretary-Treasurer

**JAMES F. HORST**  
Int'l Executive Vice President

**GUSTAV FABER**  
Secretary-Treasurer Emeritus

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TIMOTHY CRONIN  
DOMENIC DI CLERICO  
CHARLES FAULDING  
DANIEL GILMARTIN  
JOSEPH HANABERRY  
WILLIAM KIRRANE  
HERMAN J. LEONARD  
WILLIAM LINDNER  
ERNEST MITCHELL  
JOHN J. O'CONNELL  
WILLIAM J. REDFORD  
FREDRIC A. SIMPSON  
ELLIS VAN RIPER  
ROOSEVELT WATTS

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FRANCIS A. O'CONNELL  
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JOHN RYAN  
JOHN J. RYAN  
HAROLD SAUNDERS  
JAMES SHERLOCK  
BARNEY SPERA  
DONALD STEVENS

March 20, 1974

Mr. Edward C. Hanley, President  
Hotel & Restaurant Employees' &  
Bartenders' International Union  
120 East 4th Street  
Cincinnati, Ohio 45202

Dear Sir and Brother:

Mr. Thomas R. Donahue, Executive Assistant to President Meany, has written to you with reference to a meeting held in President Meany's office on January 31, 1973 among the representatives of your Union, the Brotherhood of Sleeping Car Porters and the Transport Workers Union. In that letter Mr. Donahue suggested that in order to avoid jurisdictional conflicts among the three organizations and Article XX complications, the three Unions should consider the establishment of a coalition to function as a Joint Council for representational purposes.

Pursuant to Mr. Donahue's letter and the discussions held in Washington on January 31, 1974, Vice President Attreed, Director of the Railroad Division of Transport Workers Union forwarded to President Dellums and Vice President Smith, on March 5, 1974, a proposed draft agreement setting up the Amtrak Service Workers Council.

March 20, 1974

In dealing with Vice President Smith our representatives have found him to exhibit a spirit of cooperation, leading us to conclude that it was the intention of your organization to handle these problems in line with Mr. Donahue's suggestions and earlier discussions. However, the actions and behavior of some of the general chairmen of the locals making up your Dining Car Joint Council have raised serious questions with respect to whether or not it will be possible to bring the coalition suggested by Mr. Donahue into existence.

We are most anxious to avoid the conflicts and Article XX problems cited by Mr. Donahue. I know President Dellums wishes to avoid these problems and I am sure Vice President Smith does as well. It would be most unfortunate, however, if serious problems among your organization, ours and the Brotherhood of Sleeping Car Porters were created by the actions of some of the general chairmen referred to above.

Sincerely and fraternally,

MG:fa  
opeiu-153-af1-cio  
cc: E. V. Attreed  
T. Donahue  
C. L. Dellums ✓

Matthew Guinan  
International President



MICHAEL J. QUILL  
International President  
1934-1966



# TRANSPORT WORKERS UNION OF AMERICA

## RAILROAD DIVISION

1980 BROADWAY, NEW YORK, N. Y. 10023 • Phone 873-6000

MATTHEW GUINAN  
International President

DOUGLAS L. MAC MAHON  
Int'l Secretary-Treasurer

JAMES F. HORST  
Executive Vice President

EUGENE ATTREED  
Vice-President  
Director, Railroad Division

March 21, 1974

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

Dear Sir and Brother:

This will acknowledge receipt of your letter under date of March 11, 1974, and the points you mentioned are well taken.

I agree that it is subject matter for discussion between the parties which should be arranged without too much further delay.

Fraternally yours,

Eugene V. Attreed  
Director-Railroad Division  
International Vice President

EVA:fa  
opeiu-153-afl-cio  
cc: Mr. Guinan  
T. Donahue  
R. Smith  
R. Granata  
A. Schwartz  
I. Gammernan  
W. Hamilton  
F. O'Connell

BROMSEN, GAMMERMAN, ALTIER & WAYNE

ATTORNEYS AT LAW

450 SEVENTH AVENUE

NEW YORK, N. Y. 10001

LONGACRE 4-9090

ARCHIBALD BROMSEN (1913-1963)

IRA GAMMERMAN

JOSEPH P. ALTIER

RAYMOND VAL WAYNE, JR.

CHARLES F. OTEY

MARGARET TAYLOR

SHERMAN F. SOSNOW

OF COUNSEL

April 2, 1974

Mr. Richard W. Smith,  
International Vice President, Hotel &  
Restaurant Employees & Bartenders International Union  
743 East 75 Street  
Chicago, Illinois 60619

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

Dear Sirs and Brothers:

The meeting of April 9, 1974  
has been set for 2:00 P.M. in the office of Thomas R.  
Donahue, Executive Assistant to the President, AFL-CIO  
Building, 815 16 Street N.W., Washington, D.C.

I look forward to seeing you  
both at that time.

Sincerely and fraternally,



IRA GAMMERMAN

IG:hrl

**VIA AIR MAIL**



MICHAEL J. QUILL  
International President  
1934-1966



# TRANSPORT WORKERS UNION OF AMERICA

## RAILROAD DIVISION

1980 BROADWAY, NEW YORK, N. Y. 10023 • Phone 873-6000

EUGENE ATTREED  
Vice-President  
Director, Railroad Division

MATTHEW GUINAN  
International President

DOUGLAS L. MAC MAHON  
Int'l Secretary-Treasurer

JAMES F. HORST  
Executive Vice President

March 5, 1974

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

Mr. Richard W. Smith, Vice President  
Hotel & Restaurant Employees & Bartenders  
International Union  
743 East 75th Street  
Chicago, Illinois 60619

Gentlemen:

In response to the various questions raised in correspondence and conversations and in line with the recommendations made by Tom Donahue, Executive Assistant to the President, enclosed please find a draft of a Proposed Agreement in connection with Dining Car Service employees employed by Amtrak.

It is sincerely suggested that you peruse this document carefully and if agreeable we can arrange for formal signing.

If, however, you find that you have any questions or objections to any of the proposals I would sincerely suggest that we attempt to get them resolved as quickly as possible before Amtrak does us any further damage.

You can either contact me personally or direct your questions to our International counsel, Asher Schwartz.

Please advise me accordingly.

CC: M. Guinan, T. Donahue  
A. Schwartz, I. Gammernan  
R. Granata, W. Hamilton &  
F. O'Connell

Fraternally yours,

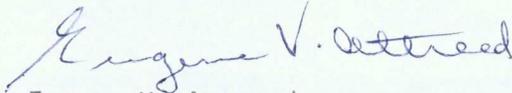
Eugene V. Attreed  
Director-Railroad Division  
International Vice President

March 5, 1974

You can either contact me personally or direct your questions to our International Counsel, Asher Schwartz.

Please advise me accordingly.

Fraternally yours,



Eugene V. Attreed  
Director-Railroad Division  
International Vice President

EVA:fa  
opeiu-153-afl-cio  
cc: M. Guinan  
T. Donahue  
A. Schwartz  
I. Gammernan  
R. Granata  
W. Hamilton  
F. O'Connell

June 29, 1973

Mr. Richard W. Smith  
International Vice President  
Hotel & Restaurant Employees &  
Bartenders International Union, AFL-CIO  
6454 Martin Luther King Drive Apt. # 3A  
Chicago, Illinois 60637

Dear Sir and Brother:

This will acknowledge receipt of your letter dated June 22nd, regarding the jurisdiction of Burlington Northern employees represented by our two organizations. I note, that you state, that you are in accord with the principle set forth in my letter of June 7th, but you then point out, that your membership demands that you negotiate an agreement covering working conditions at the earliest possible date.

We face the same demands from our members that you face from yours, and I might point out, that we are also under pressure from our Dining Car members to continue to represent them. Until this question of jurisdiction is settled, I don't think it proper for us to seek or accept membership from any of the members of your Organization, and therefore I don't think it's proper for you to instruct your people to solicit or accept the membership of our members. I think if we do otherwise, before the matter is settled, we would be in violation of the AFL-CIO "no raiding" Agreement.

For your information, our lawyers have been active in our behalf since May 16th.

Fraternally yours

C. L. Dellums  
International President

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

June 7, 1973

Mr. Richard W. Smith  
International Vice President  
Hotel & Restaurant Employees & Bartenders  
International Union, AFL/CIO  
743 East 75th Street  
Chicago, Illinois 60619

Dear Brother Smith:

After considerable thought, I believe that if we would stick together, and you would refuse to accept any Recognition or Certification that included any craft not handling food and drink, and of course you know I wouldn't sign anything recognizing jurisdiction over any craft that handled food or drink, without your approval in front, that then we could force Housman to back away. Housman cannot nullify the provisions of the Railway Labor Act, and according to that Act, who or which organization represents employees is none of Housman's business. I believe that if you would write Housman to that affect, or if it was a joint letter signed by both of us Housman wouldn't have any place to go.

If this position would be taken and maintained, you would have the problem of convincing your approximately forty-five Coach Porters that their proper place is in our Brotherhood, the same as I have the problem of facing our approximately ninety-eight Dining Car employees on the Burlington Northern. I think the only other position we could logically take then would be to insist upon negotiating a joint agreement for the former Burlington Northern employees just as we told Housman when we were in his office with Attred and Greene on Wednesday, March 21st, 1973. Please give this matter some serious thought, and let's take a united stand before any negotiations are carried on for a working agreement with Amtrak.

Fraternally yours,

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

C. L. Dellums



# Joint Council of Dining Car Employees

743 East 75th Street

Chicago, Illinois 60619

RICHARD W. SMITH  
Secretary-Treasurer  
Int'l. Vice President

*Affiliated with A.F.L.-C.I.O.  
Hotel & Restaurant Employees  
Bartenders International Union,  
Congress of Railway Unions*

TELEPHONE  
TRIANGLE 4-9411  
TRIANGLE 4-9415

February 4, 1974

**TO: ALL GENERAL CHAIRMEN**

Dear Sir and Brother:

The attached letter from our General President, Brother Edward T. Hanley, is self-explanatory. Be advised I attended a conference in the office of President Meany's Assistant, Mr. Donahue, on Thursday, January 31st; this conference resulted from the complaint made by Brother Dellums, President of the Brotherhood of Sleeping Car Porters; referred to in President Hanley's letter. The result of the conference was, that Mr. Meany's office will make a recommendation for settlement; however, while we may have to agree to an arrangement of some kind, there are some matters I am now investigating that could improve our percentage.

I would, also, like to advise that as soon as we get official advice from President Meany's office we should call a meeting of the Joint Council; however, it will be necessary for me to be in Jacksonville, this week, to attempt to negotiate a leave of absence agreement with the Seaboard Coast Line Railroad which has problems peculiar to that railroad. Also, it is necessary for me to attend the meetings with the Travelers Insurance Company during the week of the 11th and possibly the 18th, for this not only involves Travelers insurance covering our members, but also our officers, and I have sent word to Brother Dennis of the Brotherhood of Railway, Airline & Steamship Clerks, suggesting a meeting to discuss the issue of hospital associations and the possibility of maintaining them where we feel they would serve the best interests of our members in the employ of Amtrak.

Fraternally yours,

Richard W. Smith  
International Vice President  
HOTEL & RESTAURANT EMPLOYEES AND  
BARTENDERS INTERNATIONAL UNION,  
AFL-CIO

RWS:glf  
Attach.

P.S. Also included is a letter to the President of the United Transportation Union, concerning lodging, which is self-explanatory.

HOTEL AND RESTAURANT EMPLOYEES  
AND BARTENDERS INTERNATIONAL UNION

120 East Fourth Street, 13th Floor  
Cincinnati, Ohio 45202

February 1, 1974

Mr. Richard W. Smith  
International Vice President  
743 East 75th Street  
Chicago, Illinois 60619

Dear Sir and Brother:

During our discussion about Amtrak, at the recent Executive Board Meeting, I advised you that Brother C. L. Dellums, President of the Brotherhood of Sleeping Car Porters, had complained to President Meany's office that we had, in some way, taken over or made agreements with Amtrak that would deprive his Organization of workers they now represent in the employ of the railroads or Amtrak, and that such workers were now, or would become, members of this International Union and be represented by us with the Amtrak Corporation.

You advised that this was true, but, that Amtrak was responsible and you only did what was necessary to protect the interests of our members. I felt your explanation was adequate, however, since that time I have investigated this matter and come to the following conclusion. I found, when corporations merge, as many have done in the last decade, the representation of the employees represented by AFofL-CIO International Unions should not change as far as the International Unions are concerned. Internationals faced with this problem must find ways and means to accommodate the condition or problems they are facing by making arrangements with each other or by forming councils to jointly represent the workers involved. If we accepted all service workers in the employ of Amtrak even though they are in the class and crafts we now represent, we could be charged with violation of Section 20 of the AFofL-CIO Constitution, and could possibly lose the protection of that Section of the Constitution and leave ourselves open for raids from other Organizations. Further, I do not believe we should contribute to the problems of the Brotherhood of Sleeping Car Porters who I understand have less than 1,000 members at this time.

Mr. Richard W. Smith  
International Vice President  
Page 2  
February 1, 1974

I, therefore, authorize and request, that you enter into such arrangements or agreements that will let the Sleeping Car Porters retain the percentage of the workers they now represent. This, also, applies to the workers represented by the Transportation Workers' Union in New York. Hoping that you will be able to reach an amiable settlement of this difficult problem and report to this office I remain

Fraternally yours,

/S/ EDWARD T. HANLEY  
General President

ETH:eb:2

2/4/74  
glf

**R L E A**

737-1541

**RAILWAY LABOR EXECUTIVES' ASSOCIATION**

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

April 2, 1974

TO ALL CHEF EXECUTIVES,  
Railway Labor Executives' Association

Re: Railroad Retirement Negotiations

Dear Sirs and Brothers:

Enclosed for your immediate consideration is a copy of a "Brief Summary of Fundamental Principles" for settlement of the Railroad Retirement Negotiations and copies of letters to Chairman of respective Congressional Committees.

A conference of all Chief Executives has been scheduled for April 10, 1974 at 9:00 A.M. in Conference Room 714, National Railway Labor Conference, 1225 Connecticut Avenue, N. W., Washington, D. C. to discuss the attached proposals.

Fraternally yours,

*C. J. Chamberlain*

Chairman

Washington, D.C.

April 2, 1974

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

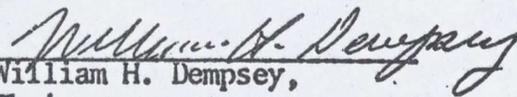
Dear Congressman Staggers:

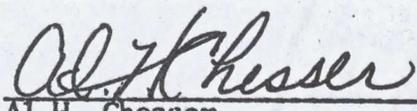
This is to confirm the information we gave you by telephone this morning respecting the progress of the negotiations by the joint labor-management committee on railroad retirement.

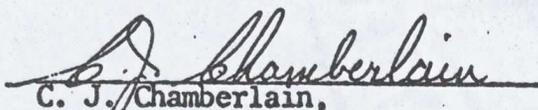
As we advised you, the members of this committee reached tentative agreement late yesterday on the substance of legislation to be jointly recommended to the Congress for its consideration. However, pursuant to established collective bargaining procedures, this agreement is subject to final ratification by the union principals. A ratification meeting will be held next Wednesday, April 10th.

We will advise you promptly as to the results of that meeting, and, assuming ratification, we will meet with you at your earliest convenience to furnish you with a memorandum outlining the proposed legislation and to discuss it with you.

Yours very truly,

  
William H. Dempsey,  
Chairman,  
National Railway Labor  
Conference

  
Al H. Chesser,  
Chairman,  
Congress of Railway Unions

  
C. J. Chamberlain,  
Chairman,  
Railway Labor Executives Association

Washington, D. C.

April 2, 1974

The Honorable Harrison A. Williams  
United States Senate  
352 Old Senate Office Building  
Washington, D. C.

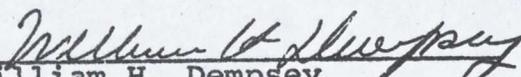
Dear Senator Williams:

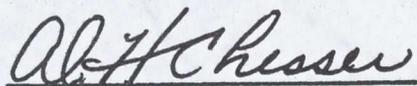
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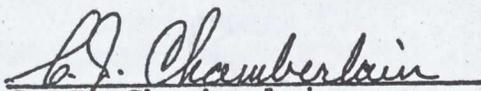
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Chairman, Congress of  
Railway Unions

  
C. J. Chamberlain  
Chairman, Railway Labor  
Executives Association

## BRIEF SUMMARY OF FUNDAMENTAL PRINCIPLES

1. Unified Railroad Retirement System, administered by the Railroad Retirement Board, comprised of a basic social security portion and a basic railroad retirement portion, to become effective January 1, 1975.

2. New benefit formula for the basic railroad retirement portion, based on a combination of (a) service prior to changeover date including an additive for each year of prior service and (b) for service after changeover date  $1/2\%$  of future average monthly taxable compensation, plus \$4, for each year of service subsequent to changeover date. The new formula is designed to provide increased benefits for most career railroad employees retiring during the next several years. Moreover, a "grandfather" provision guarantees that those retiring during the next eight years will receive not less than the benefit computed under the current railroad retirement formulas and the current limit on creditable compensation. The formula also provides for four annual cost-of-living adjustments ranging from 32.5% to 65% of the increase in the Consumer Price Index in the year preceding each annual benefit increase. The first cost-of-living adjustment for beneficiaries on the rolls will be effective July 1, 1977, and for employees in active service the first cost-of-living adjustment will be effective January 1, 1978. As to the basic Social Security portion, which under the new formula will include both railroad and social security service and compensation, future increases in Social Security benefits will be applied on a 100% basis.

3. Dual benefits will be gradually phased out. Beneficiaries on the rolls will continue to receive their full dual benefits. The "nonwindfall" portion of the benefits will be transferred to the basic Social Security portion, thereby being subject to full future Social Security increases, and

the "windfall" portion of such benefits will be frozen. Employees who have a current connection, or who as of January 1, 1975 have 25 years of railroad service, and who are dually vested will have a dual benefit calculated as of changeover date, divided into "nonwindfall" and "windfall" portions and treated in the same way as dual beneficiaries on the rolls, except that during the years between changeover date and date of retirement the "windfall" portion will be increased by future Social Security cost-of-living increases. Upon retirement the "windfall" benefit will be frozen. Inactive nonretired dually vested employees will be similarly treated, except that the dual benefit will be determined on the basis of earnings and service up to the end of the year in which the employee last worked in the railroad industry, provided he had sufficient quarters of coverage to qualify for a Social Security benefit as of the end of such year.

4. Financial Interchange with Social Security to be adjusted to relieve the Railroad Retirement system of the cost of dual benefits during the phase-out period.

5. Limitation, corresponding to Social Security principles, on benefits in cases in which both husband and wife are railroad employees entering service after December 31, 1974.

6. Benefit changes effective January 1, 1975:

a. Supplemental annuities to be payable to employees who retire after June 30, 1974 who have attained age 60 and completed 30 years of service, preserving existing qualifications.

b. Unreduced spouse annuities to be payable at age 60 to spouses of employees who retire after June 30, 1974 and who have attained age 60 and completed 30 years of service. Reduced spouse annuities to be payable at age 62 to spouses

of employees retiring after December 31, 1974 at age 62 with less than 30 years of service.

c. Widow and survivor benefits based on overall Social Security minimum to be increased from 110% to 130% of Social Security survivor benefits.

7. Miscellaneous provisions:

a. Residual Railroad Retirement benefit to be frozen as of January 1, 1975.

b. Lump sum benefit to be frozen as of January 1, 1975 for retired and active employees; such benefits to be payable on Social Security basis for new entrants or for existing employees not entitled to such a benefit on such basis as of January 1, 1975.

c. Social Security earnings limitation to apply to only a defined portion of the Social Security component of benefits.

d. Employees not vested for dual benefits will receive at retirement any "excess" employee tax contributions.

e. Provision of a reasonable cap on benefits.

f. The Financial Interchange will be placed on an accrual basis in place of the present cash basis.

8. Employees will not be required to make any contributions to the railroad retirement fund in excess of social security tax levels. Any changes in Social Security benefits made effective after December 31, 1974 will be passed through to Railroad Retirement beneficiaries.

9. Neither the unions nor the carriers will propose or support any future changes in the Railroad Retirement Act to become effective before January 1, 1978.

4/2/74

NOTICE

St. Paul, Minnesota  
May 4, 1973

To: All Burlington Northern Dining and Sleeping  
Car Employees and Stewards

This is notice of advice we have received from the National Railroad Passenger Corporation (Amtrak) of its intent, on or after June 1, 1973, to assume direct control of and take into its direct employment all on-board service personnel (Dining and Sleeping Car employees and Stewards) presently working on passenger trains being operated for Amtrak by Burlington Northern.

The estimated number of employees affected by the intended change is:

	Seattle	Home Terminals		Chicago
		Portland	St. Paul	
Stewards		1	15	8
Cooks	4	2	52	31
Waiters	4	2	62	49
Waiters in Charge	4	2		9
Lounge Car Attendants			10	
Coach Porters	8	7	29	10
Sleeping Car Porters			17	78
Sleeping Car Attendants				8
	20	14	185	193

*J. W. Kirby*  
J. W. Kirby, Director  
Dining & Sleeping Car Department

cc: Mr. J. E. Hurley  
Mr. G. J. Kelley  
Mr. F. W. Kruger  
Mr. G. C. McCoy  
Mr. R. M. Patterson  
~~Mr. L. J. Shackelford~~