

December 23, 1969

Mr. T. D. McNeal, Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Mac:

I'M hereby returning the papers in the two cases involving charges brought against us with the E.E.O.C. by porters on the Missouri Pacific and the Santa Fe. I assume that the copy of the Conciliation Agreement was sent to me for my information and files. My memory tells me, that you and I discussed this matter thoroughly, and I authorized you to sign it for me, if we were satisfied with the conciliation agreement after it was drafted. I believe I also advised, that you file statements with the E.E.O.C. in each of these cases protesting our inclusion as respondents, and giving the reasons why. Then ofcourse you would give as brief a statement in each one as you could draft, without leaving out any of the essential facts, showing the history of our involvement and why we became involved in the first place. And finally, we agree to sign the conciliation agreement as proof that we always wanted these men in the union of their craft, but only had them in our organization for the reasons already stated. By the way, I just recall that in the AFL-CIO Convention held in San Francisco, when the traimen had applied for affiliation or had just affiliated, I don't remember which, we introduced a resolution to keep them out, because they had a color clause in their constitution. They came to our table and pleaded with us not to oppose them, promising to remove the color clause in their very next convention. We opposed them just the same, but they were taken in, on the condition, that the color clause would be removed in their next convention, which it was.

Fraternal ly yours,

CLD:cr

C. L. Dellums

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



Train, Chair Car, Coach Porters and Attendants

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ST. LOUIS, MISSOURI 63115

EVergreen 3-4221



WILLIAM H. BOWE
International Secretary-Treasurer
217 West 125th Street
New York, N. Y. 10027

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

December 19, 1969

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

Dear Dell:

I am sending herewith the papers in the two cases involving charges brought against the B. S. C. P. with the E.E.O by a porter on the Missouri Pacific and one on the Santa Fe. Please return these to me after you have made copies.

You will recall that in the Missouri Pacific case (Gill) I told ^{them} ~~you,~~ that, since the proposed Conciliation Agreement involved basic organizational policy, no one other than the International President had the authority to sign it. I told him I would send it to you for consideration and would advise the E.E.O later.

Also enclosed you will find a statement drafted by McLaurin for Brother Aikens of Tampa after I had written McLaurin twice and spelled out very carefully to him on the phone what we needed. In this case, Aikens had sent in a hand-written statement to McLaurin. This was poorly written--but the man had included every fact we needed to draft his statement. McLaurin proceeded to use language from a statement I had drafted for an Atlanta man where the facts were different, and, generally to goof up what may be a good claim.

In another instance at Jacksonville, two men sent in written statements to McLaurin. Each man included in his statement every fact needed, except to tell us when they applied for their separation allowance. In drafting their statements McLaurin put facts from one man's hand-written statement into the draft of the other man's

Mr. C. L. Dellums
12-19-69

statement to the extent that both statements were thoroughly contradictory and senseless. I phoned him. His reaction was "you don't say!" and a promise to contact Jacksonville for the additional information after which he will re-draft these statements and get them signed. What on earth is on this man's mind???

Fraternally yours

T. D. McNeal

T. D. McNeal
International Vice President

TDM/op
Enclosures

COPY

COPY

December 15, 1969

Mr. T. D. McNeal
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Brother McNeal:

I here-with request that the Brotherhood of Sleeping Car Porters take whatever steps as may be necessary to assist me in collecting the Separation Allowance due me from the Pullman Company under the terms of the May 27, 1968 Mediation Agreement (Case A-7128 Sub 2). The facts in my case are as follows:

I was employed by The Pullman Company as a sleeping car Porter working out of the Tampa District, with seniority dating from December 31, 1945.

Because of the fact that I assigned to and working on a extra assignment on November 13, 1967, I was a fully protected man under the terms of Section 1 (a) of Article I of the May 27, 1968 Agreement and since I was under 65 years of age at the time I applied for the Separation Allowance, I am entitled to 2880 hours pay under Article IV of that Agreement. (My date of birth is December 23, 1911)

During the latter part of December, 1968 I was asked by the Pullman Company to go to Jacksonville, Florida to take an assignment for employment with the Seaboard Coastline Railroad Company, as a sleeping car porter. Since, Seaboard Coastline was recruiting experienced sleeping car porters to operate their sleeping cars which they had announced they would take over on January 1, 1969.

Since I have been denied my severance pay, I was anxious to accept an assignment with the Seaboard Coastline Railroad. However on December 19, 1968 I received a letter from the Seaboard Coastline Railroad indicating that my application as a sleeping car Porter was denied me, due to

COPY

Page 2
T. D. McNeal

December 15, 1969

my physical condition, and a copy of this letter was addressed to Mr. McDonald of the Pullman Office in Chicago, Illinois. However on December 3, the Pullman Company posted a bulletin reading as follows:

"TO ALL PORTERS AND ATTENDANTS:

Advice has reached our Management that porters and attendants are not making application for employment with the railroads in the hope of obtaining a separation allowance from Pullman.

No further separation allowances will be bulletined until the Pullman Company determines that the railroads have filled their requirements for porters and attendants in connection with the take over on January 1, 1969.

Any porter or attendant who does not accept employment with a railroad when offered such employment will not be eligible for a separation allowance from The Pullman Company

/s/ B. P. Bowen
Supt.-Agent-Agent-Foreman"

The local Pullman Superintendent made it clear that Pullman's position was that any protected man who failed to accept one of the jobs offered by the Seaboard Coastline Railroad would not receive his Separation Allowance. While I felt that Pullman was violating the agreement, I decided that there was no point in gambling on my future. Therefore, on February 2, 1969 I filed an application for disability annuity with the Railroad Retirement Board. On April 1, 1969 I received a notice of my annuity award, which would become effective January 8, 1969 since I had not worked. Where I was still an employee of The Pullman Company on December 31, 1968 I again requested Separation Allowance and was denied. Since I am 58 years of age and was disabled, I applied for Disability Pension. However I feel that if the Pullman Company had remained in business, I would have remained in their services and would not have accepted the Disability Pension.

Signed

Drexter R. Aikens
Social Security Number #-262076673
410 E. Park Avenue
Tampa, Florida 33602

December 19, 1969

Mr. Dexter R. Aikens
401 E. Park Avenue
Tampa, Florida 33602

Dear Brother Aikens:

I want to thank you for so promptly sending me the signed statement drafted by our New York office.

However, the statement as drafted by our New York office is not in strict accordance with the facts set forth in your hand written statement of December 8, 1969. I have therefore re-drafted your statement and am sending two copies herewith. Please sign both of these copies on the line drawn for your signature and return them to me in the enclosed self-addressed Air-Mail envelope.

Fraternally yours

T. D. McNeal
International Vice President

TDM/op
Enclosure 2

cc: Messrs. B. F. McLaurin
C. L. Dellums

401 E. Park Avenue
Tampa, Florida 33602
December 20, 1969

Mr. T. D. McNeal
International Vice President
Brotherhood of Sleeping Car Porters
3412a N. Union Boulevard
St. Louis, Missouri 63115

Dear Brother McNeal:

I am requesting that the Brotherhood of Sleeping Car Porters help me to collect the separation allowance due me from The Pullman Company under the terms of the May 27, 1968 Job Protection Agreement. The facts in my case are as follows:

I was employed by The Pullman Company as a sleeping car porter, working out of the Tampa District, on December 31, 1945. I continued in the employment of Pullman until the company went out of the sleeping car business on December 31, 1968.

I was assigned to and working on the extra board on November 13, 1967. Therefore, I am a fully protected man under the terms of Section 1 (a) of Article I of the May 27, 1968 agreement and, since I am still considerably less than 65 years of age, I am entitled to 2880 hours pay under Article IV of that agreement. My date of birth is December 23, 1911.

I requested the separation allowance due me from Pullman through Mr. B. P. Bowen, Pullman's representative at Tampa, on September 9, 1968 and again on January 2, 1969. As of this time I have received absolutely no consideration from Pullman in this matter.

On December 3, 1968, The Pullman Company posted a bulleting reading as follows:

"TO ALL PORTERS AND ATTENDANTS:

Advice has reached our Management that porters and attendants are not making application for employment with the railroads in the hope of obtaining a separation allowance from Pullman.

No further separation allowances will be bulletined until the Pullman Company determines that the railroads have filled their requirements for porters and attendants in connection with the take over on January 1, 1969.

Any porter or attendant who does not accept employment

Mr. T. D. McNeal
12-20-69

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with a railroad when offered such employment will not be eligible for a separation allowance from The Pullman Company.

/s/ B. P. BOWEN
Supt-Agent - Agent-Foreman"

On December 8, 1968, Mr. Bowen instructed me to go to Jacksonville, Florida to take a physical examination for employment with the Seaboard Coastline Railroad as a sleeping car porter. I made the trip and took the examination as I had been instructed to do by Pullman.

Under date of December 19, 1968, I received a letter from the Seaboard Coast Line Railroad advising me that my application for a job as sleeping car porter was denied due to my physical condition. The letter received by me indicated that a copy was sent to a Mr. McDonald of The Pullman Company at Chicago.

Having no work and being unable to collect the separation allowance due me from Pullman, I finally applied to the Railroad Retirement Board on February 2, 1969, for a disability annuity. Under date of April 1, 1969, I received a notice from the Retirement Board advising that I had been awarded a disability annuity.

Since I did everything The Pullman Company ordered me to do and would have been glad to go to work for the Seaboard, I cannot understand why The Pullman Company refused to pay me the separation allowance due me and, particularly, since I applied twice for the separation allowance before I was forced to seek a disability annuity or starve.

Signed _____
Dexter R. Aikens
SSA 262-07-6673

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



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EVERGREEN 3-4221



WILLIAM H. BOWE
International Secretary-Treasurer
217 West 125th Street
New York, N. Y. 10027

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

December 1, 1969

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

Dear Dell:

Because it is my hope that you may be able to figure out some way to get McLaurin to secure the kind of statements we need to beat Pullman from porters who were mistreated through being "hired" by railroads and then knocked off for reasons other than discipline, I am sending you herewith some material received from McLaurin today. Please send this back to me.

You will please notice that these statements tell us nothing more than the man's birth date and that he applied to a railroad because Pullman put out the bulletin threatening men who refused to accept work with a railroad taking over its cars. There is absolutely nothing on which to base and win a claim. The numb-skull did not even send me the addresses of the men so that I could try and find out for myself if they really have justified complaints.

If you will check your copy of my letter to McLaurin and Shack under date of November 10, 1969 and my joint letter to Thomas Rushin and James Brooks (with copies to you, McLaurin, Shack and Culpepper) under date of November 29, 1969, I believe you will agree that, in these two letters, I spelled out what we need to the extent that even a child in kindergarten should understand and be able to cooperate.

Incidentally, I am asking your support in my plan to insist that every man for whom we file one of these claims must sign a dues deduction form. By doing this, we can insure that the Brotherhood

Mr. C. L. Dellums
12-1-69

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will (if we win) get its money back and, maybe, even more.

Incidentally the Penn-Central pulled off the Southwind between Chicago and Florida. Three ex-Pullman porters who were otherwise entitled to Separation Allowances are now in the streets after 10½ months of work. Under the agreement signed for them by McLaurin, they don't even have rights as extra men on other sleepers operated by the Penn-Central. I therefore intend to add these 3 men to the cases going to the Special Board.

Fraternally yours

Mae

T. D. McNeal
International Vice President

TDM/op
Encl.

December 18, 1969

Mr. B. F. McLaurin, Eastern Zone Supervisor
Brotherhood of Sleeping Car Porters
103 East 125th Street, Suite 710
New York, New York 10035

Dear Brother McLaurin:

Under date of December 3rd, 1969, we addressed letter to you concerning your obtaining the proper information for statements for those men who are claiming separation allowances. Also in that letter, we asked you to see that each of these brothers were given a dues deduction authorization, so that if we were successful in our fight and won, their dues would automatically be taken out. I am therefore wondering what success you had in this matter. However, if you have not done the above, please rush each brother a dues deduction form immediately, so that if we do win their dues will be deducted. You can have the brother return the form to you, so that you can have Brother Bowe to send them on to Boeckelman.

Fraternally yours,

C. L. Dellums

CLD:cr

Sep Al Nesbitt

November 20, 1969

Mr. T. D. McNeal, Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Mac:

I have copy of your letter to McLaurin dated November 10th. Your third paragraph gave me some concern, since you stated there, that you had sent most of the material involving separation allowances to me, and that the material I had returned to you was only second hand material gathered by Shack, and a letter from Pullman involving a man from Denver. So, we got busy trying to see what we could find in our files, but I do not find any such material. The only material that I can find that I didn't send on to you, was material concerning the "in-charge" differential some men were paid, who were paid the separation allowance on the straight salary basis. I feel pretty certain, that I never received anything from Shack that was actually signed by the porter. However, I hope that you are able to get the material you are requesting from McLaurin and Shackelford. So far I haven't found anything out here. I thought it possible for two or three in Los Angeles, but so far it hasn't materialized.

Fraternally yours,

C. L. Dellums

CLD:cr

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



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ST. LOUIS, MISSOURI 63115

EVERgreen 3-4221



December 8, 1969

WILLIAM H. BOWE
International Secretary-Treasurer
217 West 125th Street
New York, N. Y. 10027

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

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Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood Sleeping Car Porters
103 E. 125th Street
New York, N. Y. 10035

Dear Brother McLaurin:

This will acknowledge receipt of your letters dated December 2, and December 4, 1969. With your letter of December 4th, you sent me what you called "two applications for separation allowances" from Brothers C. Stratton and C. McAllister of Washington.

Letters from these two brothers are in fact complaints about having been advised by the Pullman Bulletin of December 3, 1968, that men who failed to accept employment with a railroad taking over its cars would not receive separation allowance. However, both of these men apparently accepted jobs as sleeping car porters with railroads. One of them is now contending for the \$2500 cash which he would have been paid had the railroad given him a job other than that of sleeping car porter and if the Brotherhood had entered into an Implementing Agreement to that effect.

The other man apparently is contending for a full separation allowance, even though you placed a notation on his letter that he is now working as a sleeping car porter for the Seaboard Coast Line. Your note on the letter from Stratton informs me that this man is now working as a sleeping car porter for the B&O-C&O railroad.

Thus, it should be entirely clear to you that neither of these men

Mr. B. F. McLaurin
12-8-69

-2-

is entitled to any sort of payment under the May 27, 1968 Mediation Agreement. You should have informed these men of this fact and you should have not sent these letters to me. I am therefore sending these two letters back to you with the suggestion that you straighten these two brothers out.

Your letter of December 2nd had enclosed what you also called "two applications for separation allowances". These letters are from men who say they applied to the Seaboard Coast Line at Jacksonville, Florida but were rejected. Their letters state that after they were rejected they applied for their pensions and that they are now receiving pensions. Neither of these men tell me what date they applied for their pensions nor did they say that they asked Pullman for separation allowances after December 31, 1968. You did not furnish me with the addresses of either of these men.

I therefore need to know from these men exactly when they applied for their railroad retirement pension, whether or not they requested The Pullman Company for a separation ^{allowance} after the company went out of business and all other detailed pertinent information.

I am afraid that through lack of information these men made themselves ineligible for separation allowances by applying for and going on their retirement prior to applying to Pullman for separation allowances after December 31, 1968. If you will review Section 1 (a) of Article I of the May 27, 1968 agreement, you will find that men who were in active service on November 13, 1967 are entitled to separation allowances unless or until retired, discharged for cause or or either removed by natural attrition. Thus, no man is entitled to a separation allowance after he has retired unless we can prove that he made every reasonable attempt to secure his separation allowance after he was finally furloughed on December 31, 1968.

There may be an outside chance that we can do something about Brothers U. H. Walthour and W. J. Adams of Jacksonville if you will secure and rush to me detailed and specific information on all of the facts.

Fraternally yours

TDM/op
cc: Messrs. C. L. Dellums
L. J. Shackelford

T. D. McNeal
International Vice President

December 8, 1969

Mr. T. D. McNeal, Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Mac:

I received copy of your letter to McLaurin dated December 4th, and as you know now, it just happened that under the same date I wrote him about getting on the job, and getting these statements.

I note in the last paragraph of your letter to McLaurin, that Culpepper advised you that J. Brooks of Atlanta* refused to send you a statement, because you asked him to sign a dues deduction form. I think it would be adviseable for you to write this guy, and tell him that you just wanted to make it clear to him, that we are not making the handling of his claim contingent upon him signing a dues deduction authorization form. Tell him it was only a request, and entirely optional with him.

Faternally yours,

C. L. Dellums

CLD:cr

December 4, 1969

Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood Sleeping Car Porters
103 E. 125th Street
New York, N. Y. 10035

Dear Mac:

Attached you will find the statement I have re-drafted for Brother Thomas C. Rushin of Atlanta. I am sending this to you so you can see exactly the kind of statements we will need in these cases. Rushin also sent me the original correspondence from the Southern Railway and Pullman.

You will note that Rushin's statement covers items such as:

1. His date of birth
2. His seniority date with Pullman
3. The time he applied to the Southern.
4. The trips and hours made with the Southern.
5. The manner in which the Southern removed him from service.
6. His efforts to secure a Separation Allowance
7. Pullman's handling of his request for Separation Allowance.
8. Any other work he has done since Pullman ceased to operate.
9. His request for Brotherhood help.
10. The kind of service he was in (regular or extra) on November 13, 1967.
11. Other pertinent facts.

About the only other information I would have wanted and did not get is the date on which the Southern's doctor examined him.

Mac - As the man assigned to the area - it is your job, not mine, to

Mr. B. F. McLaurin
12-4-69

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secure these basic statements and see that they are in proper form. There is entirely too much work to do in otherwise preparing each of these cases for anyone on the payroll to unload his responsibility for securing the basic statements on me.

We definitely are not interested in the gripes of individuals who were accepted and kept on the payroll by a railroad--nor in those who were dismissed for cause.

I am advised by Brother Culpepper that J. Brooks of Atlanta, who also has a good case, refused to go any further after I asked him to sign a dues deduction authorization form. Please don't write anything to Brooks or anyone else about this. A carelessly worded letter could be the basis of a law-suit against the Brotherhood.

Fraternally yours

T. D. McNeal
International Vice President

COPY

TDM/op

cc: Messrs. C. L. Dellums
L. J. Shackelford

December 4, 1969

Mr. Thomas C. Rushin
661 Jones Avenue, N. W.
Atlanta, Georgia 30314

Dear Brother Rushin:

Thanks very much for your prompt reply to my letter of November 28, in which I requested additional information for your claim. While no one can guarantee the outcome of any case going before a Board or Court, your case is exactly the kind we are looking for because I believe we can win.

I regret to hear that Mr. Brooks (who apparently has a case as good as yours) has decided not to have the organization handle his claim. I am afraid that this means he is turning his back on \$8,226.00. But, after all, it is his business.

I am sending herewith two copies of the statement I have drafted based on the facts you furnished me. Please sign both copies and return them to me at once. You will be kept advised of the progress of your case. Please don't show this statement or other correspondence in connection with case to anyone other than Brother Culpepper.

Incidentally, we estimate that the Brotherhood will spend about \$1, 100.00 on each of these cases, win or lose. Therefore, we appreciate your willingness to help a little by signing the form to have one month's dues deducted for each full month's salary we win for you.

Fraternally yours

TDM/op
cc: Messrs. C. L. Dellums
Thomas W. Culpepper
B. F. McLaurin
L. J. Shackelford

T. D. McNeal
International Vice President

661 Jones Avenue, N. W.
Atlanta, Georgia 30314
November 17, 1969

Mr. T. D. McNeal
International Vice President
Brotherhood of Sleeping Car Porters
Gateway National Bank Building
3412 N. Union Boulevard
St. Louis, Missouri 63115

Dear Brother McNeal

I herewith request that the Brotherhood of Sleeping Car Porters take whatever steps as may be necessary to assist me in collecting the Separation Allowance due me from The Pullman Company under the terms of the May 27, 1968 Mediation Agreement (Case A-7128 Sub 2). The facts in my case are as follows:

I was employed by The Pullman Company as a sleeping car porter working out of the company's Atlanta, Georgia District, with seniority dating from March 15, 1941.

Because of the fact that I was assigned to and working on a regular assignment on November 13, 1967, I was a fully protected man under the terms of Section 1 (a) of Article I of the May 27, 1968 Agreement and since I was under 65 years of age at the time I applied for the Separation Allowance, I am entitled to 2880 hours pay under Article IV of that agreement. (My date of birth is March 28, 1913)

During the latter part of November and early December, 1968, the Southern Railway was recruiting experienced sleeping car porters to operate their sleeping cars which they had announced they would take over on January 1, 1969.

I had no particular desire to work for the Southern. However, on December 3, 1968, the Atlanta office of The Pullman Company posted a bulletin reading as follows:

"TO ALL PORTERS AND ATTENDANTS:

Advice has reached our Management that porters and attendants are not making application for employment with the railroads in the hope of obtaining a separation allowance from Pullman.

No further separation allowances will be bulletined until The Pullman Company determines that the railroads have filled their requirements for porters and attendants in connection with the take over on January 1, 1969.

Mr. T. D. McNeal
11-17-69

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Any porter or attendant who does not accept employment with a railroad when offered such employment will not be eligible for a separation allowance from The Pullman Company.

/s/ _____
Supt.-Agent-Agent-Foreman"

The local Pullman superintendent made it clear that Pullman's position was that any protected man who failed to accept one of the jobs offered by the Southern would not receive his Separation Allowance. While I felt that Pullman was violating the agreement, I decided that there was no point in gambling on my future. Therefore, on or about December 5, 1968, I applied to the Southern Railway for a job as a sleeping car porter, with the understanding that I would be entitled to and assigned to a regular job.

The Southern Railway Company used me on two round trips as a sleeping car porter between Atlanta and New York City, outbound on Trains Nos. Sou. 38-PC 108 and inbound on Trains Nos. PC 155-Sou. 29. On the first of these trips I left Atlanta on January 2 and returned to Atlanta on January 4, 1969. On the second and last trip I left Atlanta on January 8 and returned to Atlanta on January 10, 1969.

The operating schedule of the job on which I was used (Line 6872) shows that porters are allowed and paid 36 hours and 20 minutes for each round trip. Thus, I was paid for a total of 72 hours and 40 minutes for the two round trips.

Under date of January 13, 1969, Mr. E. L. Frapart, Manager, Dining and Sleeping Cars for the Southern Railway, notified me that the railroad's doctor had found that my physical condition did not conform to the requirements for the position of sleeping car porter and that, therefore, I was not eligible for employment by the Southern Railway.

Upon inquiring of Pullman, I was informed that the two trips made for the Southern caused me not to be entitled to the Separation Allowance provided by the May 27, 1968 Job Protection Agreement.

Finally, under date of June 14, 1969, I wrote a letter to Pullman asking for my Separation Allowance. Under date of June 30, 1969, Pullman Superintendent C. R. Bryant wrote me advising that inasmuch as I had been employed by the Southern Railway, I was not entitled to a Separation Allowance under the May 27, 1968 Agreement.

Mr. T. D. McNeal
11-17-69

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Except for the two trips made on the Southern Railway, I have not performed any other work since Pullman ceased to operate sleepers.

Since I am only 56 years of age, I am not entitled to a Railroad Retirement pension.

Signed _____

Thomas C. Rushin

Social Security No. 256-01-7318

December 3, 1969

Mr. B. F. McLaurin, Eastern Zone Sup.
Brotherhood of Sleeping Car Porters
103 E. 125th St., Suite 710
New York, New York 10035

CC: Mr. T. D. McNeal, Vice Pres.
Brotherhood of Sleeping Car Ptrs
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Brother McLaurin:

Under date of November 10th, McNeal wrote you and Shackelford, telling you exactly how he wanted statements from the men who were claiming a separation allowance. Under date of November 29, 1969, Mac wrote a letter to Thomas C. Rushim and James Brooks, sending you a copy, and in these two letters Mac spelled out what we need, to the extent that I don't believe it possible for you not to understand and comply with them, if you take this matter as serious and important as it is. Now, since time is of the essence, I am even pleading with you to get these two letters in front of you, and read them over carefully again, and get on the job and get it done. Now this time when you go after these men for the proper statement, also insist upon the men signing a dues deduction form, so that if we are fortunate enough to win any we will automatically get his dues taken out.

You sent Mac a hand written statement from one J. H. Shelton, and I think also one from one L. C. Richie, but surely you know those statements couldn't be presented to any Board or used for any kind of evidence, because neither one of them tells a damn thing. You didn't even include their addresses, so that Mac and or myself could have gotten a hold of these fellows and gotten the information that is needed. You could have gotten the proper information from the men, and prepared

Mr. B. F. McLaurin
December 4, 1969
Page Two

the statements for them, and then sent the statements back to the men and have the men to sign the statements, and then mailed them directly to Mac. Probably the best thing for you to do, is get the information Mac wants on each man, and send the information to McNeal, including the man's address ofcourse, and let Mac prepare the proper statement, and send it to the man for his signature.

You should get this letter not later than Friday, December 5th, and by now you ought to know the men involved, and therefore spend the weekend compiling the information from these men, so that you could start dictating a letter to Mac Monday or Tuesday, and rush it to him air mail special.

Fraternally yours,

C. L. Dellums

CLD:cr

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



WILLIAM H. BOWE
International Secretary-Treasurer

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

INTERNATIONAL HEADQUARTERS

217 WEST 125th STREET - Room 301

NEW YORK, N. Y. 10027

MOument 2-5080 - 1



December 3, 1969

SEP al

Mr. Ernest Ford
1801 Massachusetts Avenue S. E.
Washington, D. C. 20003

Dear Brother Ford:

I wont go into any detailed reply to yours of November 21st, which I think you sent also to Brothers McNeal and McLaurin. Let me first say, that I remember you from the Washington meeting you attended. You sat up front right next to the desk slightly to my right with a tablet on which you, I believe, already had questions written and also did some writing during the meeting, and you asked a number of questions yourself. You impressed me as being an intelligent fellow, and yet you insist upon interpreting agreements contrary to what the officials of the Organization tell you, or the official interpretations as well as intent of the agreements. Whether or not you are entitled to separation pay is a subject all by itself, and has nothing to do with working conditions, pay or anything else on your present job. There are inaccuracies in your statement, but since I am not going into it now I wont point them out. I felt after the meeting in Washington, that I had explained the agreement in question and answered the questions to the satisfaction of all present, even though I knew some of the brothers were still disappointed.

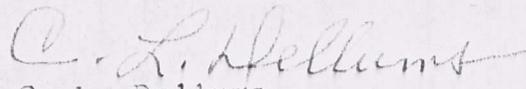
As I told you brothers in the meeting, that when The Pullman Company put up their notice dated December 3rd, that we disagreed with it, and felt that it was wrong, and our lawyers agreed with us, and I wrote Boeckelman trying to make him cancel the notice, giving him the legal reasons supplied by our attorney, but he still refused. We explained to the brothers, that we would not take the responsibility of telling a porter to refuse to accept a sleeping car porter's job with a railroad company, because we had no assurance that we would win a fight over it, but let the men know that those who didn't take jobs, that if the Company

Mr. Ernest Ford
December 3, 1969
Page Two

refused to pay them the severance pay we would fight them. I felt then and I feel now, that it was the only sound advice that we could give the men. No lawyer would give a guarantee that he could win any kind of a fight no matter how good the case looks, because you never know what a jury will do. As a matter of fact Brother Ford, The Pullman Company did refuse to pay severance pay to the porters who refused to take jobs with railroads, and even though we are fighting The Pullman Company about it, the cases are still not settled and almost a year have gone by. Our lawyer now tell us that it doesn't look as good now as it did then. But, you certainly aren't entitled to severance pay, because you did accept a job as a sleeping car porter with the S.C.R., and there's no way of twisting the agreements in question to get it. Comparing working conditions with The Pullman Company, and the S.C.R. doesn't change the meaning of the agreement. I tried to explain to the brothers, that we had spent twelve years winning an agreement out of The Pullman Company, and subsequent to that an additional thirty-two years in dealing with them, and improving the original agreement, and now there was no more Pullman and other than pay and seniority protection we were starting from scratch, and not with one company, but with thirteen or fourteen or more different companies, and would wind up with different agreements with every one of them, and none of them as good as Pullman or as good as they ought to be.

Brother Ford we have become victims, through the dissolution of The Pullman Company, an unfortunate circumstance over which the porters nor the Organization had any control. Now, lets not also become casualties of it.

Fraternally yours,


C. L. Dellums

CLD:cr

CC: McNeal
McKawin

November 28, 1969

Mr. Thomas C. Rushin
661 Jones Avenue, N. W.
Atlanta, Georgia 30314

Mr. James Brooks
170 Euharlee Street
Atlanta, Georgia 30314

Dear Brothers Brooks and Rushin:

I have your communications of November 18, 1969, addressed to Zone Supervisor McLaurin concerning your being turned down by the Southern Railway System's doctor in January of 1969 and The Pullman Company turning down your request for a Separation Allowance in June of 1969.

Your communications contained some of the information I requested for claims the Organization proposes to file. However, they are not in the proper form and do not give me all details needed to win for you.

I am therefore asking that each of you please write me at once giving me full answers to the following questions:

1. On or about what date did you apply to the Southern for a job as a sleeping car porter?
2. Did you actually make a trip or trips for the Southern before you were notified that their doctor had turned you down? If you did make one or more trips for the Southern, give me the dates of such trips, the numbers of the trains on which the trips were made, the towns between which the trips were made and the amount of hours put in and money paid you for the trip or trips.

Messrs. Thomas C. Rushin
James Brooks
11-28-69

(2)

3. If you have worked on other jobs since Pullman went out of business, tell me for whom you have worked and how much the job or jobs paid.
4. Tell me whether or not you have retired or applied for your railroad retirement pension.

When you write me, give me a telephone number where I can reach you, if needed. After getting the balance of the information needed, I will draft and send to you, for you to sign, the kind of statement needed to proceed with your claim.

Our records indicate that you did not sign one of the forms authorizing The Pullman Company to deduct Brotherhood dues from your Separation Payment. You will recall that the Brotherhood asked all men on Pullman seniority rosters to sign these forms in order to help raise some of the additional money we would need in order to carry on the fights we knew we would have with Pullman and the railroads in connection with Pullman going out of business. I am enclosing two of these forms which I am asking that you sign and return to me with your answer.

I asked Brother McLaurin to send me the original copies of all correspondence involved in these claims. However, I received photo copies. MyLaurin is receiving a copy of this letter. I am asking that the one of you who has the originals, please send them to me at once.

A copy of this letter is being sent to Brother Culpepper. If you need help in answering my questions, I am sure he will help you. Your prompt response is important to giving us a chance to win this case for you.

If your last service for Pullman was as an in-charge man, be sure to give me the line number of your last trip for Pullman and the dates of that last trip.

Fraternally yours

T. D. McNeal

T. D. McNeal

International Vice President

TDM/op

cc: Messrs. C. L. Dellums
B. F. McLaurin
L. J. Shackelford
Thomas W. Culpepper

W. E. L. Claims

November 10, 1969

Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood Sleeping Car Porters
103 E. 125th Street-710
New York, N. Y. 10035

Dear Brother McLaurin:

I have your letter of November 7, inquiring about the chances of collecting separation allowances from The Pullman Company for former porters T. C. Rushing and James Brooks.

Today I also received from International President Dellums instructions to proceed to prepare to take several claims involving severance pay to a Public Law Board. However, I do not have the kind of evidence we would need to present to any kind of Board in any of these cases.

My files show that I sent most of the material I had involving men who were claiming separation allowances to Brother Dellums prior to the time that he said he was going to talk with a lawyer about these cases. However, in the material returned to me today by Brother Dellums I found only some second-handed statements gathered by Brother Shackelford and a letter from Pullman involving a man at Denver.

In order to have any chance to win these claims for severance pay, I would need signed statements from each man, telling exactly what happened to him and when. For instance, a man who was hired by a railroad and worked a few days, his statement should be in detail.. when he applied for a job with that railroad, when he was hired, giving the dates of any trips he actually made and the date on which the railroad notified him they could not use him. If such notice was in writing the original should be sent to me along with the man's statement. The man's statement should also give details on when he applied to Pullman for a separation allowance and when Pullman turned him down. The original letter turning down the man should

Mr. B. F. McLaurin
11/10/69

-2-

also be sent to me along with the man's signed statement.

We simply cannot go to a Board with second or third handed so-called evidence nor can we use hearsay.

Therefore, if you have cases in the Eastern Zone where you feel the man should have received severance pay you should immediately proceed to secure the kind of evidence I have described above and send it to me. Please remember that I will need the original letters from railroads and/or The Pullman Company. Also, please remember that the signed statements secured from these men must be in order and give enough evidence to present as exhibits before a Public Law Board.

Don't forget the men who were hired by the L&N at New Orleans and who worked for about 10 days.

Since Brother Shackelford has several of these men at Chicago, a copy of this letter is being sent to him for the purpose of requesting him to immediately proceed to gather the necessary evidence from the men that he is concerned about.

The first step will be to file claims with The Pullman Company, demanding that each man be paid. In order to determine the amount of each claim I will need to know the man's birth date and age at the time he requested his separation pay.

Because I know that the gathering of this evidence is going to take time, I will plan to wait until December 15 to file the initial claims. This means that if you and Shack want a claim filed for a given man, you should gather the evidence and have it in my hands no later than December 15. We cannot afford to string these claims out, filing them one at a time. The instructions from the International President is that they be filed at the same time and that I try to get all of these before one Public Law Board. Your prompt and full cooperation is requested and expected.

Fraternally yours

T. D. McNeal
International Vice President

TDM/op
cc: Messrs. C. L. Dellums
L. J. Shackelford

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



WILLIAM H. BOWE
International Secretary-Treasurer

B. F. McLAURIN
Eastern Zone Supervisor
103 East 125th Street
New York, N. Y. 10035

Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

103 EAST 125th STREET - Suite 710
NEW YORK, N. Y. 10035

212-348-2245



November 10, 1969

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

Dear Brother Dellums:

I have all of your correspondence. I am delighted to know that you have not as yet made a final decision with respect to separation allowances for a number of our fellows.

There are six men out of New Orleans who really have claims for a separation allowance. These men were hired by the Louisville and Nashville Railroad Company and after making two trips were thrown out in the streets because the L&N took off their train called the "Hummingbird." Without a doubt these men would have been given a separation allowance if the Company had not hired them. Their names as follows: I. S. Brown, T. H. Walls, Melvin Le Blanc, Peter Gould, E. J. Barbarin and S. L. Coco.

In Atlanta we have two individuals who are still waiting on a decision. They were not hired by either of the roads even though they made application for employment. They have been waiting all of this time for a determination so that they can look forward to a check or retirement. Their names are T. C. Rushins, 661 Jones Avenue, N. W., Atlanta, Georgia 30314 and James Brooks, 170 Euharlee Street, Atlanta, Georgia. South West should be added to the Euharlee Street address.

Mr. C. L. Dellums
International President
Page 2.

Here in New York we have a porter by the name of J. H. Massey who was hired but took sick and never made a trip. He put in for his pension but withdrew his application and was hopeful of receiving a separation allowance but the Company's position was that since he had made application for his pension he was not entitled to any pay.

There are others that I could dig up the information on if you decide to process all of them. As a matter of fact McNeal has all of the correspondence in connection with these pending cases.

Now, with reference to your correspondence from Richard Smith, may I say that Richard is not giving you the facts because under no circumstances would a change in representation substantially change the working conditions of these men. They have been over the years working from Boston to New York and vice versa and a change in representation would not change this.

Your question as to whether or not the Transport Workers would get involved, may I say that I am not prepared to say at this time since they do not represent any of the class and craft we are seeking. However, they do represent cooks and waiters on the former New Haven.

Mr. Eugene V. Attreed is a representative of the Food Workers Union. Mr. Dudley Washington is local chairman of Local 370 who now represents these men. His address is 200 West 135 Street, New York, N. Y. Mr. Charles A. Paulson is president of the local.

I received a call from Penn Central this morning informing me that they had received your letter and since there was no indication on your letter that you had sent me a copy they were filling me in. They raised some question about the Food Workers being involved. I indicated to them that I would eventually hear from you and that I was quite certain that efforts would be made to hold an election as quickly as possible. They indicated that on the basis of what was happening they were quite sure that the men would be happier working under one contract.

I have reasons to believe that we can win the election but I don't want my hands tied trying to be nice to Dudley Washington since the gentleman is a liar and a cheat, and since he represents no other group in the East except a few cooks and waiters here in New York City who will soon be taken over by the Food Workers and he is fighting for dear life.

Please keep in mind that half of these men are working on jobs whose contracts are under our jurisdiction. These men are being pressured to pay dues to Local 370 even though we have the jurisdiction over the bargaining. Several of these men have called to find out if there

Mr. C. L. Dellums
International President
Page 3.

is anything we can do to keep the pressure off of them. I told them
that when the election comes up to vote for us.

Fraternally yours,



B. F. McLaurin
Eastern Zone Supervisor

A. PHILIP RANDOLPH
International President

BENNIE SMITH
1st International Vice-President
1308 Broadway, Room 305
Detroit, Michigan 48226

C. L. DELLUMS
2nd International Vice-President
1716 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer
3947-59 DREXEL BOULEVARD
CHICAGO, ILLINOIS 60653
KEnwood 8-3100



March 14, 1969

WILLIAM H. BOWE
International Secretary-Treasurer

T. D. McNEAL
3rd International Vice-President
3947-59 Drexel Boulevard
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

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

Dear Brother Dellums:

Enclosed herewith please find statements of Chicago District porters who have been advised by Mr. G. E. Wells, Assistant Superintendent of the Chicago District, that they are ineligible for payment of separation allowances for various reasons which are set forth in the statements.

Brother McNeal was in town last week and advised me you would be handling these claims.

Fraternally yours,

Shack

L. J. Shackelford, Jr.

LJS:ph
Enclosures

*J. G. Lagano,
made me trip for Burl.
Dr. turned him down*

Sep 14

December 3, 1969

Mr. G. A. Slade
429 Kenyon St. N. W. Apt.23
Washington, D. C. 20019

Dear Brother Slade:

I received yours of November 25, 1969, stating why you believe you are entitled to severance pay. Now Brother Slade, the reasons you gave for being entitled to a severance allowance is the bulletin posted by The Pullman Company. You added one more paragraph to your letter, stating that you signed with the S. C. Railroad and they aren't carrying out the Randolph-Wolfe agreement at all. There is nothing in your letter that justifies separation allowance. I gleam from your letter, that you were hired by the S.C.R, but are charging them with not complying with the Randolph-Wolfe agreement. If you are actually employed as a sleeping car porter with the S.C. R., then you are not entitled to separation pay. Now, if you are working for them, but claim they are not carrying out the Randolph-Wolfe agreement, then write me back and let me know how they are not carrying it out. On the other hand, if you are not working as a sleeping car porter for any railroad then send the following information to Brother McNeal:

1. Did you make application with any railroad for a job as a sleeping car porter? If you did, under what date and to what railroad.
2. Were you hired by a railroad? If you were, under what date were you hired, and give me the dates of any trip or trips you made.
3. Give me the date the railroad informed you they could no longer use you if you were let out by a railroad. If you received such a notice was it in writing, and if so, please send the original to Mr. McNeal.

Mr. G. A. Slade
December 3, 1969
Page Two

4. Did you apply to The Pullman Company for a separation allowance? If you did, under what date did you apply and what date if any were you turned down by the Pullman Company for separation pay?
5. If you received a notice from the Pullman Company denying a separation allowance to you, please send it on to Mr. McNeal.
6. What is your birthdate and how old were you when you applied to The Pullman Company for separation allowance, if you did apply.

If you were employed by a railroad as a sleeping car porter, and are still employed as such, then the above means nothing to you, because you are not entitled to a separation allowance.

Finally, did you apply for railroad annuity? If you did, on what date did you file for it, and on what did they make it effective. If any of the above effects you, then send to Brother McNeal in the form of a statement that is dated and signed immediately,

Fraternally yours,

C. L. Dellums

CLD:cr
CC : Mr. T. D. McNeal
Mr. B. F. McLaurin

G. A. Slade
429 Kenyon St. N.W. Apt 23
Washington, D. C. 20019
November 25, 1969

M. C. L. Dellums
~~2nd~~ International ~~Union~~-President
1716 Seventh Street
Oakland, California 94607

Dear Sir:

I was born February 9, 1900. Employed by Pullman Company September 8, 1924. I feel as though I should be awarded separation allowances because of the following statements:

"Advice has reached our manabement that Porters and attendants are not making application for employment with the Railroads in the hope of obtaining a separation allowance from Pullman.

No further separation allowances will be bulletined until the pullman company determines that the railroads have filled their requirements for porters and attendants in connection with the take over on January 1, 1969.

Any porter or attendant who does not accept employment with a railroad when offered such employment will no be eligible for a separation allowance from the Pullman Company."

I signed with S. C. Railroad and they are not carrying out Randloph Wolfe agreement at all.

Fraternally yours,
G. A. Slade
G. A. Slade

November 4, 1969

Mr. L. B. Thompson, Secy-Treas.
Los Angeles Division, BSCP
4006 $\frac{1}{2}$ South Central Avenue
Los Angeles, Calif. 90012

Dear Brother Thompson:

Please get in touch with Brother Lee, crazy Lee, and makeup a statement for him, giving us the facts on why he was let out by the Santa Fe. I would like to know when he was let out, and how many trips he made. As I recall, he was let go because he was unable to master the in-charge work. Now, tell Brother Lee not to get up his hope, but we are now accumulating the "fringe" cases for a final stab at the Company, to see if we can pick up anything else for our men. Time is of the essence in these matters, and I would appreciate this information as soon as possible. Incidentally, are there any others in Los Angeles? If so, get statements from each of them and rush to me.

Incidentally, I seem to have misplaced my schedule of when you are due in and out. So, just let me know when you are due out next trip, and I can figure it out from there.

Fraternally yours,

C. L. Dellums

CLD:cr

October 30, 1969

Mr. James B. Ramsey
Offices of Legal Counsel
United Transportation Union
1st National Bank Building, Suite 7
Vicksburg, Mississippi

RE: Richard Jones, Sr.

Dear Mr. Ramsey:

I am sure that Mr. Richard Jones, Sr., could supply you with our working agreement we had with The Pullman Company, and it provides, that when a regularly assigned employee is off of his run temporarily, that he didn't lose his run until he was off of it for sixty days. Therefore, if Mr. Jones had a regular assignment, and was injured on November 4, 1967, he certainly was considered a regular assigned employee on November 13, 1967. Now, I haven't been able to find a case where the man was off on November 13, 1967 because of illness or injury, though I am sure there must be some. Now, I have a case here that might be of interest to you. One of the Oakland Pullman porters by the name of Otha Livingston, was injured in a train accident on or about September 14, 1968. The Pullman Company went out of business January 1, 1969, and Livingston hadn't returned to work. I expected trouble out of them over his severance pay, and it wasn't paid until, I think, March 4, 1969. Now I might also state, that we have had considerable trouble with The Pullman Company over severance pay, and we have several cases still pending.

If I can find any further information, or any case of the type you wrote about I will certainly send it to you, and if I can be of any further service please feel free to call on me.

Sincerely yours,

C. L. Dellums

CLD:cr

OFFICES OF LEGAL COUNSEL

UNITED TRANSPORTATION UNION

SUITE 7, FIRST NATIONAL BANK BUILDING
VICKSBURG, MISSISSIPPI



PHONE 636-5561

P. O. BOX 669

October 2, 1969

Mr. C. L. Dellum
International President
Brotherhood of Sleeping Car Porters
1716 7th Street
Oakland, California 94607

RE: Richard Jones, Sr.

Dear Mr. Dellum:

We represent Mr. Richard Jones, Sr., a member of your union who lives in New Orleans, Louisiana. We have been associated in his case for personal injuries against the Pullman Company and the L. & N. Railroad by our associate in New Orleans, Mr. John Salvaggio.

Mr. Jones was injured while on duty for the Pullman Company on an L. & N. train between New Orleans and New York at a little place called Lettohatchie, Alabama, when the car in which he was riding derailed and turned over due to a broken rail.

The accident occurred on November 4, 1967, and we have been furnished with a copy of the Mediation Agreement in Case No. A-7128 Sub 2 entitled Memorandum of Agreement between the Pullman Company and the Brotherhood of Sleeping Car Porters, which agreement was reached pursuant to Section 6 notice dated May 25, 1964 and which agreement was finally executed on May 27, 1968. It is commonly known as the separation pay agreement. Under this agreement it is provided that the employee who is in the employ of the Pullman Company on November 13, 1967 would be covered for separation pay agreement if later furloughed. Mr. Jones was off on account of his injuries on November 13, 1967 and did not return to work until February, 1968 and then for only one day because he determined that he was not physically able to continue in the employ as a pullman porter on account of the injuries he sustained on November 4, 1967.

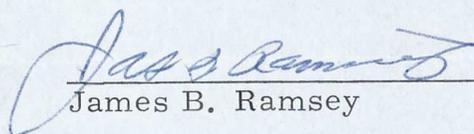
Mr. C. L. Dillum
October 2, 1969
Page Two

Mr. Jones was paid nothing by the Pullman Company or the L. & N. Railroad Company for his injuries nor for separation pay, and he is permanently and totally disabled to return to the work of a railroad pullman porter. We have filed suit in the Federal District Court in New Orleans against the Pullman Company and the L. & N. Railroad for Mr. Jones' injuries. The attorney for the defendants has taken the position that Jones is not entitled to any separation pay as he was not in the active service of the Pullman Company on November 13, 1967. It is our contention that since he would have been in the active service but for the injuries of which he was not responsible himself that he should be considered as having been in the active service as he had been in the employ since 1926, and many other employees after the Pullman Company went out of business in December, 1968 transferred over to the L. & N. Railroad and the Southern Railroad as pullman porters, and he would have been eligible to do this but for his disability.

We were wondering if you knew of any other employees covered by the separation pay agreement who were off sick as of November 13, 1967 but later received their separation pay, and we would appreciate your advice.

Thank you.

Sincerely yours,


James B. Ramsey

JBR/rm

P. S. Coverage of protected employees under the first Article and first Section of the Agreement is defined to include all employees working or holding an assignment; and as we understand it, Mr. Jones having been injured on November 4, 1967 would still be holding an assignment as of November 13, 1967 even though he was in the hospital at the time. The local

Mr. C. L. Dellum
October 2, 1969
Page Three.....

president of your union has advised us that the contract by which they worked provided that only after an employee is off from work a period of sixty (60) days his job becomes termed a vacancy and is up for bids by another with sufficient seniority. Also Article II, Section 2 provides the exclusions from coverage, and they seem to be limited to resignation, death, retirement, and dismissal; and, of course, Mr. Jones fell in none of these classifications.

J. B. R.

BROMSEN & GAMMERMAN

ATTORNEYS AT LAW

450 SEVENTH AVENUE

NEW YORK, N. Y. 10001

LONGACRE 4-9090

ARCHIBALD BROMSEN (1913-1963)
IRA GAMMERMAN
MELVIN A. COHEN
RAYMOND V. WAYNE, JR.
JOSEPH P. ALTIER
STEVEN J. WEISS
EDWARD O. HOWARD
SHERMAN F. SOSNOW
OF COUNSEL

April 28, 1969

Brotherhood of Sleeping Car Porters
217 West 125 Street
New York, New York

Gentlemen:

We have been attempting to obtain, on behalf of our clients, Willie Green, Stephen Snider and Simeon Jones, all members of your Union, copies of all agreements between the Pullman Company, the Seaboard Coast Line Railroad Company and your Union, relating to the taking over of sleeping car service by the railroad company itself. We are particularly interested in what provisions were made for the protection of employees of the Pullman Company working on those sleeping cars, their rights to work for the Seaboard Coast Line Railroad Company and the circumstances under which they would be entitled to severance pay.

We attempted to obtain these agreements directly from the railroad, but we have been advised by Mr. C. E. Mervine, Jr., Assistant Vice President in Personnel, that the railroad was not at liberty to provide us with the agreements requested. Mr. Mervine further stated "I have no doubt that if your clients made a request of the Union representative, they would secure these agreements..." We are, on behalf of our clients, requesting that you forward this material to this office. I am sure that you are aware that as members of your Union, Messrs. Green, Snider and Jones are, by law, entitled to copies of whatever agreements affect them.

Your courtesy and cooperation are appreciated.

Very truly yours,



IRA GAMMERMAN

IG:hrl

RECEIVED

APR 30 1969

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



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103 EAST 125th STREET - Suite 710
NEW YORK, N. Y. 10035

212-348-2245



May 2, 1969

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

Dear Brother Dellums:

I have just received your letter requesting that I give you some information as to the Atlantic Coastline being a part of the Seaboard Coast Line. On April 19 I sent you a letter saying that the Atlantic Coast Line merged with the Seaboard Airline in 1967, and it is now known as the Seaboard Coast Line.

Now with reference to my letter of April 25 concerning the men on the New Haven. May I say that Local 370 which represents the Waiters, Cooks and Attendants formerly of the New Haven, is an affiliate of the Hotel and Restaurant Employees' and Bartender's International Union, which is under the supervision of Richard Smith. You also wanted to know why we had the authorization cards signed. The reason the cards were signed is because of the fact that since New Haven has merged with Penn-Central, Penn-Central is insisting on these employees operating in the Attendants Department, as Parlor Lounge, Car and Parlor Car Attendants, coming under one Contract. The question now is, should we get authorization cards from their men as well. There is no question as to any unethical practice being involved. It is a question of whether Local 370 will represent all these men or will they be brought into the Brotherhood.

I agree with you about the seriousness of the Red

Mr.C. L. Dellums

-2-

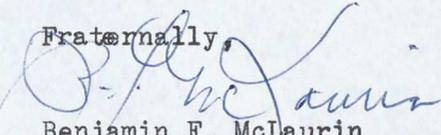
May 2, 1969

Cap's matter. I have cautioned our Local President in Washington, in reference to the importance of clearing all matters with me, before going ahead with any plans. As I gather it is not the question of representation that is being raised, but it is because of the many advantages secured for the Train Porters on the same road.

I am enclosing a copy of letter from Bromsen & Gammerman Law Firm making demands on us, to assist him with his case for former employees of the Pullman Company and also former members of the Brotherhood. It so happens that these 3 men were in a train wreck and gave this Lawyer, Ira Gammerman their liability case. For some time he has been trying to get a copy of the May 27-Agreement as well as the Pullman Contract. Since these men are no longer members, I see no logical reason why I should cooperate with their Lawyer. At any rate I will get a legal opinion, and pass it on to you.

You will also find enclosed a letter received from James B. Denman, who is connected with Saperston, Wiltse, Duke, and Wilson Law Firm. This case grows out of the fact that one of our Porter's who was unable to give any interpretation to the Contract, and put in for his pension before he signed for his severance pay. Since I have only 1 Contract dealing with this question, I referred the Lawyer to the Pullman Company, and perhaps he would be able to obtain one from them, since he has raised the question against them.

Fraternally,


Benjamin F. McLaurin
Eastern Zone Supervisor

Enclosures - 2

Kansas City, Missouri
June 23, 1969

Mr. F.J. Boeckelman, Director
Employe and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Mr. Boeckelman:

I am Schluster Harris of the Kansas City District, you, have no doubt received information from my Organization regarding the Separation Allowance which I have not received.

I was advised that I was not entitled to separation allowance because I give up my seniority by retiring before I signed the application for the allowance which is not true.

My last trip was a trip to Portland , Oreg inline 664 on the Union Pacific leaving Kansas City December 1, 1968. Reported sick while in Portland and was in the Hospital for a few days, return to my home terminal December 9, 1968 . I was over 69 years of age and expected to ~~the~~ take my retirement. After returning home the Doctor release me December 26, 1968.

I sign my first application for the Separation Allowance on December 28, 1968.

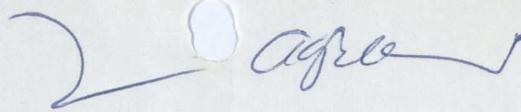
I signed for my retirement February 19, 1969 the effective date December 2, 1968. Please explain as to why I am ~~not~~ not entitled to the Separation allowance.

Schluster Harris

Yours very truly,

Schluster Harris
1608 E. 26th Street
Kansas City, Missouri 64108

SH/op
Mr. C.L. Dellums

Verify  agree

June 13, 1969

Mr. R. M. Willis, Sec'y-Treas.,
Kansas City Division, BSCP
2644 Park Avenue
Kansas City, Missouri 64127

Dear Brother Willis:

I have a copy of your letter dated May 6, 1969, addressed to Brother Dellums and, requesting information concerning the case of Porter Schluster Harris who claims that he is entitled to separation pay.

On April 4, 1969, I addressed a letter to Mr. Boeckelman about this case and, under date of April 8, 1969, I received a reply from Mr. Boeckelman.

The letter from The Pullman Company advised that Harris retired and was awarded a railroad retirement annuity, effective December 2, 1968. The company advised that Harris is therefore not entitled to a separation allowance under the May 27, 1968 agreement. I advised you of this fact and told you that I agreed with the company's decision.

Under the May 27, 1968 agreement a man is not entitled to a separation allowance if he gives up his seniority by retiring before he makes application for and receives a separation allowance.

Apparently the two forms that Harris signed were an application for a railroad retirement pension and the usual form giving up his seniority rights. Once he does this he is not entitled to a separation allowance because he no longer has any seniority with the Pullman Company.

Fraternally yours

T. D. McNeal
International Vice President

TDM/op
cc: Mr. C. L. Dellums

June 11, 1969

Mr. T. D. McNeal, Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Mac:

Under date of May 6th, 1969, I received letter from Brother Willis, Secretary-Treasurer of the Kansas City Division, apparently requesting my opinion as to what happened as to why Brother Schluster Harris didn't receive the 480 hours separation allowance he says he was entitled to. Brother Willis also enclosed copy of letter you wrote Boeckelman about this matter under date of April 4, 1969. When you wrote Boeckelman you also sent me copy of the letter, but I have been unable to find a copy of Boeckelman's reply to your letter. Therefore, before I could properly answer Brother Willis' letter, I need to know what Boeckelman said in answering your letter concerning Brother Harris. Would appreciate this information at your earliest convenience.

Fraternally yours,

C. L. Dellums

CLD:cr
CC : r. R. M. Willis

Brotherhood Of Sleeping Car Porters
Kansas City Division
Kansas City, Missouri 64127
May 6, 1969

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

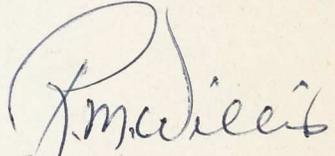
Dear Brother Dellums:

I have been requested to write you regarding the copy enclosed dated April 4, 1969 that you received from Brother McNeal concerning Porter Schluster Harris 480 hours Separation Allowance.

Brother Harris as of date according to our records not working with any railroad is the only ~~that~~ was one that was with Pullman in the Kansas City division who has not received his separation allowance.

He will appreciate what information you have regarding this matter. He said that he was ask to fill out two applications and he acted in accordance with the request. As stated he will appreciate your information.

Verytruly yours


R.M. Willis -Local Secretary

RMW/op

CC: Messrs.

T.D. McNeal

J.W. Wesson

S. Harris -1608 E. 26th Street
Kansas City, Missouri 64108

THE PULLMAN COMPANY
165 North Canal Street
Chicago, Illinois 60606

F. J. Bocekelman, Director
Employe and Labor Relations

April 8, 1969

Mr. T. D. McNeal
Int'l. Vice President
Brotherhood of Sleeping Car Porters
Gateway National Bank Bldg.
3412 N. Union Blvd.
St. Louis, Mo. 63115

Dear Sir

I have your letter of April 4 regarding request of porter Schluter Harris (SSA 490-24-0423), Kansas City District, for a separation allowance.

Porter Harris retired and was awarded a Railroad Retirement Annuity effective December 2, 1968. Therefore he is not entitled to a separation allowance per Section 2 of Article II of the May 27, 1968 Agreement, and he was so informed by our Kansas City representative.

Yours very truly,

/s/ F. J. BOECKELMAN

April 4, 1969

Mr. F. J. Boeckelman, Director
Employee and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Sir:

Porter Schluster Harris of Kansas City, Missouri (SS #490-24-0423) has asked me to determine why he has not been paid a separation allowance under the terms of the May 27, 1968 Mediation Agreement.

Mr. Harris advises that he was in active service on the Kansas City extra board on November 13, 1967, and that his last trip was to Portland, Oregon, in Line 664, leaving Kansas City on December 1, 1968. While in Portland on this trip he says he became ill and did not return to Kansas City until December 9, 1968. Mr. Harris advises that at the time of his furlough he was 69 years of age and believes that under the terms of Article IV of the May 27 Agreement he is entitled to 480 hours separation allowance.

We will appreciate you looking into this matter and paying the separation allowance if it is justified.

Very truly yours

T. D. McNeal
International Vice President

TDM/op

cc: Messrs. R. M. Willis
J. W. Wesson
C. L. Dellums

April 4, 1969

Mr. F. J. Boeckelman, Director
Employee and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Sir:

Porter Schluster Harris of Kansas City, Missouri (SS #490-24-0423) has asked me to determine why he has not been paid a separation allowance under the terms of the May 27, 1968 Mediation Agreement.

Mr. Harris advises that he was in active service on the Kansas City extra board on November 13, 1967, and that his last trip was to Portland, Oregon, in Line 664, leaving Kansas City on December 1, 1968. While in Portland on this trip he says he became ill and did not return to Kansas City until December 9, 1968. Mr. Harris advises that at the time of his furlough he was 69 years of age and believes that under the terms of Article IV of the May 27 Agreement he is entitled to 480 hours separation allowance.

We will appreciate you looking into this matter and paying the separation allowance if it is justified.

Very truly yours

T. D. McNeal
International Vice President

TDM/op

cc: Messrs. R. M. Willis ✓
J. W. Wesson
C. L. Dellums

April 4, 1969

Mr. R. M. Willis, Sec'y-Treas.,
Kansas City Division, BSCP
2644 Park Avenue
Kansas City, Mo. 64127

Dear Brother Willis:

This is in reply to your letter of March 29, 1969, concerning Schuster Harris whom you say has not received his separation allowance. I am attaching hereto a copy of a self-explanatory letter bring sent to Mr. Boeckelman about this matter.

Your bulletin to the Kansas City men who are employed by the Union Pacific was very good.

I have a letter from a Kansas City lawyer by the name of I. Frank Rope. He tells me that a number of former Pullman porters have contacted his firm for the purpose of seeking to recover separation pay which they claim are due them. From the tenor of Mr. Rope's letter, it appears that the men who have contacted him are men who accepted jobs with other railroads as sleeping car porters and still want to collect separation pay from the Pullman Company.

I do not intend to get involved with this lawyer but would appreciate any information you may be able to give me on this matter.

Fraternally yours

TDM/op
Enclosure

cc: Messrs. J. W. Wesson
C. L. Dellums ✓

T. D. McNeal
International Vice President

Certified Mail
Return Receipt Requested
No. 115866

April 9, 1969

Mr. F. J. Boeckelman, Director
Employe and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Sir:

This letter is addressed for and in behalf of Pullman Porter
A. Porter (SS 710-18-3602) of 1494 Tayner Street, Memphis,
Tennessee.

Mr. Porter was not working on November 13, 1967. However, he
was recalled from furlough shortly thereafter and worked through-
out the year 1968 in the St. Paul District. His earnings from
The Pullman Company during the year 1968 amounted to \$6,390.06.

Mr. Porter is therefore clearly entitled to separation pay un-
der the provisions of Section 2 of the Mediation Agreement of
May 27, 1968. We are herewith requesting that the Pullman Com-
pany pay Mr. Porter the separation allowance due him under the
agreement.

This man tells me that he applied for his separation allowance.
I realize that his application may have been misplaced or did
not reach your office. If a new application from him is nec-
essary I will be glad to secure one and send it to you.

Very truly yours

TDM/op

cc: Messrs. L. J. Shackelford
C. L. Dellums
A. Porter

T. D. McNeal
International Vice President

August 12, 1969

Mr. Leroy J. Shackelford Jr., President
Chicago Division, B. S. C. P.
431 South Dearborn Street
Chicago, Illinois 60605

Dear Brother Shackelford:

As you will recall, it developed while I was in Chicago, that there maybe only eight or nine former Pullman porters left whom we felt are entitled to severance pay but Pullman refuses. In order to determine whether or not the Brotherhood should employ the lawyers and make this fight, we decided that first we have to make certain how many men were involved, and the circumstances surrounding each one. You stated that you could pull all this information from your files, and I requested that you do so. As a matter of fact, I thought you were getting it together while the Board was in session, but I forgot to remind you of it, and so I still don't have it. Apparently, you forgot it, so please get it together for me, sending Mac a copy.

Fraternally yours,

C. L. Dellums

CLD:cr
CC : Mr. T. D. McNeal

Memorandum

BROTHERHOOD OF SLEEPING CAR PORTERS

Date May 27, 1969

From: C. L. Dellums

To: Mr. T. D. McNeal, Vice President

Subject: _____

In reference to my letter to Mr. Boeckelman under date of May 21st, which I sent you a copy and Mr. Boeckelman's answer to me under date of May 23rd, which you were also sent a copy. Now, do you plan to handle this matter, or do you want me to?

Your letter to Mr. McNeal under date of 5-21-69 referred to the George Canada matter

April 18, 1969

Mr. T. D. McNeal, Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Mac:

I am sending this to your home since today is Friday, and I imagine you will be back up to the Capitol the first thing Monday morning. Incidentally, is there a definite adjournment date for the legislature, and if so what is the adjournment date? I am asking this because I know the last ten days of state legislature are pretty pressing, and I would want to make every effort not to bother you any more than is absolutely necessary during that ten day period.

As you know, I wrote Boeckelman concerning the separation pay for several Chicago men, and under date of March 26th, Boeckelman wrote me saying that they were going to pay one of the men but not the others, and this is obviously because of their interpretation of Section 2 Article 2 of the May 27, 1968 Agreement. Now, since Boeckelman is apparently prepared to stand on that interpretation, what do you think is the best approach to make to press this matter?

Under date of December 3rd, Pullman posted bulletins all over the country stating their position, and you and I agreed that we should get a legal opinion from Izzie, and under date of December 9th, you sent Izzie copy of the bulletin posted by Pullman, and asked for an opinion. Under date of December 11th Izzie sent you that opinion, and you immediately sent a picture of it to me. Under date of December 18th, I wrote

Boeckelman demanding that they withdraw the bulletin, and I quoted what I considered sufficient quotes from Izzie's opinion to them, but as you know under date of March 26th Boeckelman again, in effect, reiterated their position of their interpretation of Article 2 Section 2. Not only that, but we have the further problem of railroads hiring men and keeping them less than thirty days and letting them go. In these cases, the railroad refuses to pay separation allowance, and Pullman's position is, the day he was employed by the railroad is the day that Pullman's obligations ceased. The question for us to determine now is what should be our next move, so that we can make it without delay.

Fraternally yours,

C. L. Dellums

CLD:cr

CC : Mr. B. F. McLaurin
Mr. Leroy J. Shackelford

Certified Mail
Return Receipt Requested
No. 115873

June 6, 1969

Mr. F. J. Boeckelman, Director
Employee and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Sir:

Porter Ray Stith, St. Louis, has requested me to send you the attached Delayed Certificate (showing his date of birth as August 21, 1905) and to request that the separation allowance due him under the terms of the May 24, 1968 agreement be paid on the basis of this document.

Stith's note to me indicates that he returned the check originally issued by Pullman for this purpose because it was based on an incorrect birth date--and that you had advised him that the company would accept this Delayed Certificate of Birth as proof of his correct age.

Your reply will be appreciated.

Very truly yours

T. D. McNeal
International Vice President

TDM/op
cc: Messrs. C. L. Dellums
Ray Stith

May 2, 1969

Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood Sleeping Car Porters
103 E. 125th Street
New York, N. Y. 10035

Dear Brother McLaurin:

This will acknowledge your letter of April 28, 1969, concerning the case of James C. Massey. In your letter you advise that Massey was accepted for employment by the Seaboard Coast Line, that during the latter part of December he filed for his pension and then withdrew the application for pension. You asked if we can force the company to give him his severance pay since he has been ill since December.

In order to try and clear up this case I would suggest that you write the proper officer on the Seaboard Coast Line and ask him if Massey is listed as an employe of the Seaboard Coast Line and shown on their sleeping car seniority roster, if he has performed any work for the Seaboard Coast Line. You might point out to them that you are advised that this man has been ill since December and is still ill.

If the Seaboard replies that Massey is not an employe and has not performed any work for them I will then ask Boeckelman to pay him his separation allowance.

Fraternally yours

T. D. McNeal
International Vice President

TDM/op
cc: Mr. C. L. Dellums

Memorandum

BROTHERHOOD OF SLEEPING CAR PORTERS

Date June 11, 1969

From: *C. L. Dellums*

To: Mr. Leroy J. Shackelford Jr., President

Subject: Enclosed copy

Shack, I would suggest, that you send
this extra copy of this letter to Brother
Hawkins. Incidentally, is he one of the
men that we also say that the Company
owes the separation allowance?

June 11, 1969

Mr. Barry J. McCaughey
Attorney at Law
10 South La Salle Street
Chicago, Illinois 60603

Re: Howard Hawkins v.
The Pullman Co.

Dear Mr. McCaughey:

Your letter of June 3rd addressed to International Vice President, T. D. McNeal, St. Louis, Missouri, was forwarded to me. Enclosed you will find copy of the appropriate agreement, covering separation pay that certain Pullman Porters qualified to get.

My memory does not tell me whether or not my files would indicate why Brother Hawkins didn't receive his separation allowance, if he was due one, and I will not take the time now to try to find out. However, I may say we are in disagreement with The Pullman Company, concerning their refusal to pay the separation allowance to some of our members in various sections of the country, and for several different reasons. We have not closed the books on any where we believe the man is entitled to it, and our attorneys are studying the various reasons cited by The Pullman Company, and we will take some action on behalf of those we and our attorneys say the Company owes.

Very truly yours,

C. L. Dellums

CC: Mr. T. D. McNeal
Mr. Leroy J. Shackelford

June 6, 1969

Mr. Barry J. McCaughey
Attorney-at-Law
10 South LaSalle Street
Chicago, Illinois 60603

Dear Sir:

This will acknowledge receipt of your letter of June 3, 1969, in which you asked for copies of the contracts concerning Separation Pay with Pullman, and other information I may have concerning this subject.

Your letter is being referred to our International President, Mr. C. L. Dellums whose address is 1716-18 Seventh Street, Oakland, California 94607.

You may expect to hear from International President Dellums in due time.

Very truly yours

T. D. McNeal
International Vice President

TDM/op

cc: Mr. C. L. Dellums

Barry J. McCaughey

Attorney at Law

10 South La Salle Street
Chicago, Illinois 60603

RAndolph 6-4890

June 3, 1969

Mr. T. D. McNeal
Brotherhood of Sleeping Car
Porters
3412 N. Union
St. Louis, Missouri

Re: Howard Hawkins v.
The Pullman Co.

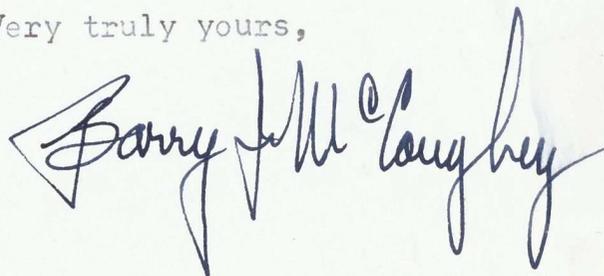
Dear Mr. McNeal:

The undersigned represents Mr. Howard Hawkins, one of the Brotherhood's members, concerning his claim against the Pullman Company for Separation Pay due Mr. Hawkins. To date the Pullman Company has shown no interest in amicably settling this matter and litigation is likely.

It is necessary that I have the provisions of any agreement between the Brotherhood and Pullman to represent Mr. Hawkins. Would you please send me any applicable contract provision concerning Separation Pay with Pullman. I would of course appreciate any other information you may have concerning this matter.

I thank you for your assistance.

Very truly yours,



BJM/aa

THE PULLMAN COMPANY

165 NORTH CANAL STREET • CHICAGO, ILLINOIS 60606

F. J. BOECKELMAN
DIRECTOR, EMPLOYEE AND LABOR RELATIONS

R. J. WURLITZER
MANAGER, LABOR RELATIONS

June 10, 1969.

Mr. T. D. McNeal
Int'l Vice President
Brotherhood of Sleeping Car Porters
Gateway National Bank Bldg.
3412 N. Union Blvd.
St. Louis, Mo. 63115

Dear Sir:

I have your letter of June 6 forwarding Delayed Certificate of Birth of Porter Ray Stith, St. Louis District.

You state that I advised Stith that the Company would accept the Delayed Certificate of Birth as proof of his correct age. I have had no conversation or correspondence with Stith that could possibly lead to such a statement.

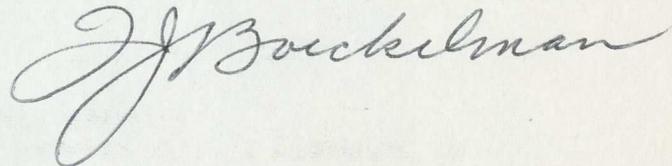
As I informed you on February 24 if satisfactory proof of date of birth could be obtained Stith's case would be presented to our Pension Board for consideration.

The next meeting of our Pension Board will be held on July 2, 1969, at which time Stith's request will be presented to the Board and you will be advised of their decision.

Yours very truly,

cc - Mr. C. L. Dellums ✓
Int'l President

Mr. Ray Stith
4280 Washington
St. Louis, Mo. 63108



August 16, 1969

Dear Brother Dillum;

Governor Pay
& Dispute

Enclosed herewith you will find statements from the seven men in Chicago, who were denied severance payments by the Pullman Company.

One of these seven, Brother O. A. Carter was in the office inquiring about the progress being made in his behalf, last Thursday.

Fraternally yours,
Shack.

the letter was sent to [unclear] 4-14 [unclear] One other statements were sent to [unclear]

Paid!

STATEMENT OF DAVID WASHINGTON

Porter David Washington, Chicago District, received a letter from the B&O-C&O Railroad to report for a personal interview at the Passenger Service Department, Grand Central Station, at Chicago, on December 16, 1968.

Porter Washington reported for an interview by Mr. John S. Keneski and during the interview he was informed that if he were to accept employment with the B&O, he would have to work out of Washington, D. C. Washington informed Mr. Keneski that he would gladly accept employment if the employment was in Chicago, but he could not accept employment in Washington. Porter Washington was 66 years of age on December 15th and in view of the Separation Agreement between The Pullman Company and the Brotherhood, signed May 27, 1968, he felt that he did not have to take employment outside of his home area and since that was all they had to offer him, he would wait for his separation pay.

On February 24, 1969, Porter Washington was informed by Mr. G. E. Wells that he was not entitled to separation pay because he had failed to accept employment with the B&O.

Porter Washington feels that since there is no indication in the Agreement of compelling an employe to accept employment with a Carrier and since he was not hired by the B&O, he should be paid the separation allowance.

We are attaching copy of letter Porter Washington received from Mr. Keneski.



THE BALTIMORE AND OHIO RAILROAD COMPANY

PASSENGER SERVICES DEPARTMENT
GRAND CENTRAL STATION
HARRISON AND WELLS STS.
CHICAGO, ILL. 60607

JOHN S KENESKI
REGIONAL MANAGER PASSENGER SALES

AREA CODE 312
WA-2-2211

December 16, 1968-1

Mr. David Washington
2260 - Arthur Street
Gary, Indiana

Dear Mr. Washington:

This letter will confirm your application for possible position of Sleeping Car Porter with the C&O/B&O Railroad, as well as your showing up for personal interview at this office on December 16.

Understand that you will not be interested in employment with our line, since your home district is Chicago, Ill.

Yours truly,

J. S. Keneski
Regional Manager-Passenger Sales

A. PHILIP RANDOLPH
International President *EMERITUS*

~~BENNIE SMITH~~
~~1st International Vice-President~~
~~1308 Broadway, Room 305~~
~~Detroit, Michigan 48226~~

C. L. DELLUMS
~~2nd International Vice-President~~
1716 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer
~~3947-59 DREXEL BOULEVARD~~
CHICAGO, ILLINOIS 60653
KEnwood 8-3100

WILLIAM H. BOWE
International Secretary-Treasurer

T. D. McNEAL
~~9th International Vice-President~~
~~3947-59 Drexel Boulevard~~
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

ADDRESS:

~~4315 Dearborn St.~~ Suite 1224
CHICAGO, ILLINOIS 60605
PHONE: 421-5347



I received your correspondence on the protected former Pullman Porters whom the Pullman Co., refused to pay separation allowances. Please refer to my letter to you under date of April 14th wherein I enclosed statements from each employe. The Pullman Company only agreed to pay one man listed on our letter. That man is David Washington. The other men have not been paid and the circumstances are the same.

I will send you copies of those statements when I return to Chicago,
Fraternally yours,
Shack

A. PHILIP RANDOLPH
International President *EMERITUS*

~~BENNIE SMITH~~
~~1st International Vice-President~~
~~1308 Broadway, Room 305~~
~~Detroit, Michigan 48226~~

C. L. DELLUMS
~~2nd International Vice-President~~
1716 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer

~~3947-59 DREXEL BOULEVARD~~

CHICAGO, ILLINOIS 60653

~~KEwood 8-3195~~



WILLIAM H. BOWE
International Secretary-Treasurer

~~T. D. McNEAL~~
~~3rd International Vice-President~~
~~3947-59 Drexel Boulevard~~
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

NEW ADDRESS:

431 So. Dearborn St. — Suite 1224

CHICAGO, ILLINOIS 60605

PHONE: 427-5347

August 15, 1969

Dear Brother Dellums:

I have just signed the wage increase agreement with The Denver and Rio Grande Western Railroad Company, I am enclosing two copies. You will note it is similar to the W.P. agreement.

Mr. Lovett was not agreeable to negotiate an agreement on rules and working conditions at this time. He says he wants to look at the W.P.'s finished agreement before he agrees to anything. I agreed to furnish him with a copy of the agreement as soon as it is finalized.

He first mentioned an effective date of Sept. ^{1st} for the wage increase, but I told him that we could not agree to that date. I was able to convince him that we could go along with a June 1st date

A. PHILIP RANDOLPH
International President *EMERITUS*

~~BENNE SMITH~~
~~1st International Vice-President~~
~~1308 Broadway, Room 305~~
~~Detroit, Michigan 48226~~

~~C. L. DELLUMS~~
~~2nd International Vice-President~~
~~1716 Seventh Street~~
~~Oakland, California 94607~~



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION
Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer
~~3947 59 DREXEL BOULEVARD~~
CHICAGO, ILLINOIS 60653
~~Kenwood 8-3100~~

WILLIAM H. BOWE
International Secretary-Treasurer

~~T. D. McNEAL~~
~~3rd International Vice-President~~
~~3947 59 Drexel Boulevard~~
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

NEW ADDRESS:
431 So. Dearborn St. - Suite 1224
CHICAGO, ILLINOIS 60605
PHONE: 427-5347



the same effective date of our Burlington agreement. He agreed to the June first date and it means that there will be retroactive pay for the employees involved. The back pay will amount to \$37.90 per month, based on 174 hours, or three months back pay of \$113.70.

He checked with the payroll Department & they advised that the increase would probably be reflected on the first half of September and they will try to pay the back pay in September.

I promised to furnish Mr. Lovell with copies of our letter to Messrs. Hilly and Lighty in connection with continued coverage under Travelers for Santate employees. He thinks we can get the same consideration for the Denver + Rio Grande, sleeping car porters. I will keep you advised of this situation.

STATEMENT OF H. C. CARROLL

Porter H. C. Carroll, Chicago District, was called by Mr. G. E. Wells, Assistant Superintendent of the Chicago District, on February 21, 1969 and since Porter Carroll was not at home, Mr. Wells left a message with Carroll's niece stating that he should be advised that he would not be entitled to separation pay because he had refused employment with the Penn-Central Railroad.

When Porter Carroll returned home on February 21st, he returned Mr. Wells' call and he was told by Mr. Wells that Mr. Munn of the Penn-Central had mailed him (Carroll) a letter some time in December, offering him employment with the Penn-Central. Porter Carroll did not respond to the letter, and this is where Mr. Wells formed his opinion on Carroll's refusing employment.

On February 14th, Porter Carroll received his pay in lieu of his vacation he earned in 1968 and to be taken in 1969. Carroll contends he was never offered a job on the Penn-Central or interviewed by anybody of the Penn-Central and, therefore, he did not refuse to accept employment and should be entitled to separation allowance.

Was ill in Dec.

STATEMENT OF HOWARD HAWKINS

Porter Howard Hawkins, Chicago District, states that the week of January 6, 1969, he was notified by Mr. Munn of the Penn-Central Railroad that his name had been supplied to that Carrier by The Pullman Company and he should make an application for one of the sleeping car jobs on the Penn-Central. At the time Porter Hawkins received the letter, he states he was suffering from the flu and could not report for an interview or an application. He called Mr. Munn and explained his plight to him.

Hawkins further states that after he had recovered from the flu, on January 20th, he called Mr. Munn to advise him that he could come in for an interview and at that time Mr. Munn told him he was sorry -- he had enough men to cover the assignments on the Penn-Central.

Since that time, Porter Hawkins has been signing up for Railroad Retirement unemployment benefits and awaiting settlement by The Pullman Company in terms of his separation allowance. Porter Hawkins earned a vacation in 1968 and a payment was made to him in lieu of that vacation by The Pullman Company.

Rejected by Dr.

STATEMENT OF O. H. CARTER

Porter O. H. Carter, Chicago District, was a regular line porter for The Pullman Company operating in Line 4420, on the DENVER ZEPHYR, between Chicago and Denver. He made his last trip for Pullman on December 26, 1968.

He had filed an application for employment with the Burlington Railroad on or about December 6th. On December 15th, he was contacted and told to report to the Burlington's doctor at 26th Street and Cicero Avenue for a physical examination. He reported to the doctor for the examination and the doctor told him the x-ray machine was out of commission and they would have to make x-rays of his body at a later date.

On or about January 1, 1969, Brother Carter was contacted by the signout office of the Burlington and he was told to report for his line on January 4th, for a round trip to Denver. Before he accepted the assignment, he asked Mr. Mott, Personnel Manager of the Dining Car Department, if his making a trip without a complete physical would have any effect on his rights in connection with the separation pay if, when he returned to the city, he was not passed by the doctor. He states Mr. Mott told him this would have no bearing on his rights to receive separation pay and stated there would be a lot of men rejected after making a trip without a complete physical. With this assurance, Porter Carter made the trip and returned to Chicago on January 6th.

On January 7th, he reported to the Burlington doctor for the completion of his physical. X-rays were made and he was told by the doctor that he was rejected.

He reported back to the Pullman office where he signed up for his unemployment benefits. He was told by Mr. Wells on February 28th that because he made one trip for the Burlington, he was employed by that Carrier and therefore not entitled to separation pay.

NOTE: In discussing this matter with the Labor Relations Officer of the Burlington, he contends that an employe who makes one trip for the Burlington and is later rejected by the doctor, is not hired by the Carrier and this should not rule him ineligible for separation pay. This is also our opinion concerning this matter.

Rejected by Dr.
HU 7-5165

STATEMENT OF C. FENTRESS

Porter C. Fentress, Chicago District, reported that a representative of The Pullman Company called his home on February 20th and told his niece to give him a message, and that the message was: "He was ineligible for separation pay because he had been hired by the Railroad". Porter Fentress was out of the city at the time the phone call was made to his home and upon his return, he contacted Mr. Wells in the District Office and explained to Mr. Wells that he was not hired by the Burlington Railroad; however, he did make a trip for the Burlington. His last trip for Pullman was on December 30th. He made a trip to Portland for the Burlington on January 2nd and returned to Chicago on January 7th.

Porter Fentress states that he reported for his physical at the office of the Burlington's doctor in December and after the examination, the doctor told him he had arthritis of the spine, poor vision and slightly high blood pressure. He was instructed by the doctor to report to Mr. Mott, Supervisor of Personnel in the Commissary of the Dining Car Department, and when he did Mr. Mott had a letter which he requested Fentress to sign, acknowledging the fact that he was aware of the conditions listed by the doctor. Upon signing this letter, he was assigned to a car to Portland. After he returned to Chicago and before he was to report for his assignment on the next trip, he reported to Mr. Mott in person to find out when his layover expired. At this time, Mr. Mott informed him he had been rejected by the doctor and told him to report to the Railroad Retirement Board and start signing up for his unemployment benefits.

Porter Fentress later contacted Mr. Mott and asked him if he had been hired by the Burlington and Mr. Mott told him No he had not been employed by that Carrier.

Fentress feels that since he was not actually hired by the Burlington, he is entitled to and should receive the separation pay from The Pullman Company.

Rejected by Dr.

STATEMENT OF AMOS A. BLACKWELL

Porter Amos A. Blackwell, Chicago District, made application for employment with the CB&Q Railroad around December 15th. Porter Blackwell's application was made after the controversial bulletin of December 3rd was posted in the District Offices of The Pullman Company.

On December 30th, Porter Blackwell was contacted by Mr. Mott of the CB&Q and was instructed to deadhead to Seattle to cover his assignment. He had not been to the doctor for his physical examination.

Upon his return to Chicago, he was told to report to the doctor for his physical, which he did during the week of January 6th, and he was rejected by the doctor. He returned to the Commissary and Mr. Mott, the Manager of Personnel, told him his record would be returned to Pullman because he was not hired by the CB&Q.

Porter Blackwell feels that since he was not hired by the Carrier, he is entitled to the separation allowance as provided in the Mediation Agreement between The Pullman Company and the Brotherhood, signed May 27, 1968.

Rejected by Dr.

STATEMENT OF L. E. STEVENSON

Porter L. E. Stevenson, Chicago District, made application for employment with the CB&Q Railroad on November 21st, and waited for a call from the Railroad which never came.

On January 15th, after he had heard the CB&Q was having trouble getting a sufficient number of employes, he contacted Mr. Mott and informed him that he had an application in with the CB&Q and could not understand why he had not been called. Mr. Mott told Stevenson that he had not been called because, according to the information the CB&Q had, Stevenson was not a protected employe.

Porter Stevenson contacted this office and we checked the protection list and found he was listed thereon, and instructed him to go back and see Mr. Mott.

After conferring with Mr. Mott, he acknowledged he had made a mistake and consented to sending Stevenson to the doctor on January 15th. After he returned from the doctor, with a sealed envelope which he turned over to Mr. Mott, Mr. Mott gave him an assignment for January 18th to Seattle.

When he returned to Chicago and before he was due to report for his next assignment, he was informed by Mr. Mott that he had been rejected by the doctor. He reported back to Pullman and started signing up for his unemployment benefits. He made application for his vacation pay from Pullman the latter part of January.

On February 28th, he had not received pay for his vacation and when he inquired about his vacation pay, he was informed he was not entitled to vacation or separation pay because he was hired by the CB&Q. He informed Mr. Wells that he was not hired by the Railroad; in fact, he was rejected by the doctor and, for this reason, felt he was entitled to both vacation and separation pay.

2-14-69

J. C. LAGUNO, COMMISSARY ATTENDANT MADE APPLICATION FOR EMPLOYMENT WITH THE CB&Q. HE WAS ASKED TO MAKE A TRIP ON JAN 2ND 1969. HE REPORTED FOR INSTRUCTIONS ON JAN. 1, 1969. HE RETURNED TO CHGO. ON JAN. 7, 1969 - HE BECAME ILL AND HAD TO BE HOSPITALIZED (ILL. MASONIC HOSPITAL)

WAS RELEASED FROM HOSPITAL ON JAN. 21ST. REPORTED FOR PHYSICAL BY CB&Q DOCTOR ON JAN 23RD and was rejected.

MR. BOECKELMAN DENIED LAGUNO, SEPARATION PAY AND STATED THAT HE WOULD HAVE TO APPLY FOR SEPARATION PAY FROM THE BURLINGTON.

TALKED TO E. J. CONLIN RE: CB&Q PAYING THE SEPARATION ALLOWANCE. HIS POSITION CB&Q, IS NOT OBLIGATED TO PAY ANY EMPLOYE WHO WAS NOT HIRED BY THEM - EVEN THO HE MADE ONE TRIP.

A. PHILIP RANDOLPH
International President

BENNIE SMITH
1st International Vice-President
1308 Broadway, Room 305
Detroit, Michigan 48226

C. L. DELLUMS
2nd International Vice-President
1716 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer
3947-59 DREXEL BOULEVARD
CHICAGO, ILLINOIS 60653
KEnwood 8-3100



April 9, 1969

WILLIAM H. BOWE
International Secretary-Treasurer

T. D. McNEAL
3rd International Vice-President
3947-59 Drexel Boulevard
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

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

Dear Brother Dellums:

In reply to your letter of March 28, 1969, concerning the Chicago District porters who were not paid their separation allowances because Mr. Boeckelman pointed out in his letter that two men were sent letters by the Penn Central and they failed to report for employment and, also, that the other men mentioned in my letter to you under date of March 14, 1969 were reported to have been employed by the Burlington Railroad.

The two men who were sent letters by the Penn Central were not hired by the Penn Central. In fact, Brother H. C. Carroll did not contact the Carrier nor did he make an application with any Railroad, because he was under the impression there was no compulsion for him to sign up for employment with any Railroad.

Brother H. Hawkins, the other man involved on the Penn Central, was ill at the time and when he recovered sufficiently enough to report to the Penn Central, he was advised they had the number of employes they needed.

All of the other men who Mr. Boeckelman claims were employed by the Burlington are not working for the Railroad, and I would like to call your attention to the statements I furnished with my letter of March 14th and the reasons for these men being suspected of working for the Railroad are outlined in the statements.

Brother O. H. Carter made one trip and when he returned to Chicago on January 6th, he reported the next day to the Burlington doctor for the completion of his physical and after the x-rays were made he was rejected.

Brother C. Fentress made a trip to Portland for the Burlington on January 2nd and returned to Chicago on January 7th. He had been examined by the Burlington's doctor in December and was not informed that he was rejected until he was next due out in January.

Mr. C. L. Dellums:

-2-

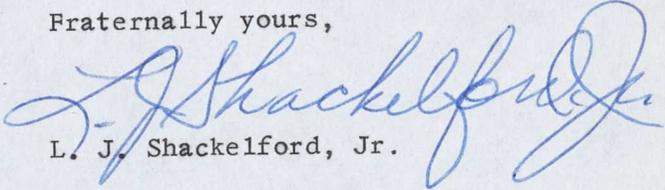
April 9, 1969

Brother Amos A. Blackwell was contacted by the Personnel Manager of the Burlington on December 30th and instructed to deadhead to Seattle to cover his assignment. He returned to Chicago during the week of January 6th and was instructed to report to the doctor for a physical, which he did. He was rejected by the doctor.

Brother L. E. Stevenson was sent to the doctor by Mr. Mott of the Burlington on January 15th. The doctor gave him a sealed envelope which he had to turn over to Mr. Mott. Mr. Mott did not reveal what the contents of the envelope were, but assigned Brother Stevenson to a trip to Seattle leaving Chicago on January 18th. When he returned to Chicago, he was informed by Mr. Mott that he had been rejected by the doctor.

Please refer to my letter of March 17th with regard to the statement of Brother J. G. Llaguno, Chicago Commissary attendant. He is not working for the Burlington and is still waiting for his separation allowance.

Fraternally yours,


L. J. Shackelford, Jr.

LJS:ph

April 9, 1969

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

Dear Brother Dellums:

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Mr. C. L. Dellums:

-2-

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Fraternally yours,

L. J. Shackelford, Jr.

LJS:ph

March 28, 1969

Mr. Leroy J. Shackelford, President
Chicago Division, B. S. C. P.
3947-59 Drexel Boulevard
Chicago, Illinois 60654

Dear Brother Shackelford:

Enclosed you will find photo-copy of Mr. Boeckelman's letter, which was in reply to my letter of March 19th. Naturally, I disagree with the reason Boeckelman gave for refusing to pay Brother Hawkins and Brother Carroll, but I am wondering though about the four fellows that Boeckelman says he was informed that they were employed by the Burlington. Seems like we ought to know by this time of the year if these guys are actually working for the Burlington, and if they are, why in the devil didn't they inform you. You ofcourse will check with these men to make certain whether or not they are working.

Shackelford and McLaurin; do you know whether or not the Penn Central turned down any porter who went to them seeking a job, particularly one that was "operating-in-line" over any road controlled by the Penn Central? If you do, find out from the man why they refused to employ him, and let me know as soon as possible.

Fraternally yours,

C. L. Dellums

CLD:cr

CC : Mr. T. D. McNeal
Mr. B. F. McLaurin

THE PULLMAN COMPANY

165 NORTH CANAL STREET • CHICAGO, ILLINOIS 60606

F. J. BOECKELMAN
DIRECTOR, EMPLOYE AND LABOR RELATIONS

R. J. WURLITZER
MANAGER, LABOR RELATIONS

March 26, 1969.

Mr. C. L. Dellums
International President,
Brotherhood of Sleeping Car Porters
1716-1718 Seventh Street
Oakland, California 94607

Dear Mr. Dellums:

I have your letter of March 19 regarding the status of the following porters in regard to the separation allowance agreement of May 27, 1968:

David Washington	-	Chicago District	<i>Paid</i>
Howard Hawkins	-	"	"
Herbert C. Carroll	-	"	"
Otis H. Carter	-	"	"
Charlie Fentress	-	"	"
Amos A. Blackwell	-	"	"
Leroy E. Stevenson	-	"	"

Porter Washington is being paid his separation allowance as our investigation developed that the B & O - C & O did not offer him work in Chicago but he would be headquartered at either Louisville or Washington.

In regard to Howard Hawkins and Herbert C. Carroll, attached are copies of letters addressed to these men by the Penn Central, dated November 22, 1968, from which it will be noted they would have been headquartered in Chicago to operate on THE SOUTH WIND.

Under Section 2 of Article II of the May 27, 1968 Agreement, Hawkins and Carroll did not have the option of refusing railroad employment in the Chicago area. In Section 3 of Article II we excluded the \$2,500 payment from take-over situations but we did not exclude the provision in Section II which requires a porter to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements.

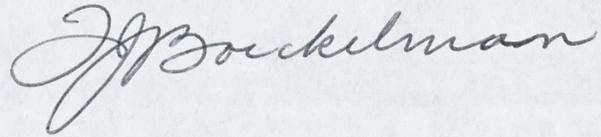
Mr. C. L. Dellums

- 2 -

3/26/69.

In regard to Otis H. Carter, Charlie Fentress, Amos A. Blackwell, and Leroy E. Stevenson, these porters were all reported to us as employed by the Burlington Lines and they are covered by the letter attached to the May 27, 1968 Agreement.

Yours very truly,

A handwritten signature in cursive script, appearing to read "J. J. Buckelman".

Attachments

cc - Messrs. T. D. McNeal
B. F. McLaurin

PENN CENTRAL COMPANY

DINING, SLEEPING AND PARLOR CAR SERVICE

Long Island City, N. Y. 11101
November 22, 1968

Mr. H. Hawkins
7213 Bennett
Chicago, Illinois

Dear Sir:

Effective January 1, 1969, the Penn Central Company will man the sleeping cars on the South Wind (trains 90 and 93) on local and interline service. Incident therewith, that sleeping car porters from Penn Central rosters will be assigned to perform service operating over the lines of the Seaboard Coastline Railroad, Louisville & Nashville Railroad and the Penn Central Company.

Enclosed herewith is copy of proposed agreement between this Company and the Brotherhood of Sleeping Car Porters in connection with this change in operation.

You are identified as presently in regular assignment on the South Wind. Therefore, if you desire employment starting January 1, 1969 with the Penn Central Company, pursuant to the terms of this proposed agreement, you must contact Mr. J. E. Munn, Superintendent at our Chicago Commissary, located at 1600 South Lumber Street, Chicago, Illinois, not later than December 6, 1968.

Telephone area code 312, Central 6-7200, extension 317 and ask for Mr. W. H. Andrews, Chief Clerk, in order to arrange necessary interview.

Very truly yours,

Sidney N. Phelps

Sidney N. Phelps
Director, Dining, Sleeping and
Parlor Car Service

cc: Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood of Sleeping Car Porters
217 West 125th Street
New York, N. Y. 10027

PENN CENTRAL COMPANY
DINING, SLEEPING AND PARLOR CAR SERVICE

Long Island City, N. Y. 11101
November 22, 1968

Mr. H. C. Carroll
7126 S. Rhodes Avenue
Chicago, Illinois

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Director, Dining, Sleeping and
Parlor Car Service

cc: Mr. B. F. McLaurin
Eastern Zone Supervisor
Brotherhood of Sleeping Car Porters
217 West 125th Street
New York, N. Y. 10027

Legal Review

March 19, 1969

Mr. F. J. Boeckelman
Director, Employee and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Mr. Boeckelman:

I have statements from several Chicago district porters, in which they advise me that Mr. G. E. Wells, Assistant Superintendent of the Chicago District, had notified them that they had lost their severance allowances, because they failed to accept employment with a railroad company or some related reason. So far I have statements from Porter David Washington, Howard Hawkins, H. C. Carroll, O. H. Carter, C. Fentress, Amos A. Blackwell and L. E. Stevenson. In some cases, I understand that some of the men would have accepted a job with a railroad company working out of his home district, which was Chicago, but that the job offered was out of some other city.

Obviously, when the Wolfe-Randolph Agreement was signed, none of us foresaw The Pullman Company going entirely out of the sleeping car business, and therefore a situation developing which would require a porter to move to another city would never have been considered.

It is our position, that there is nothing in the Wolfe-Randolph Agreement, that requires a porter to seek or accept a job with a railroad company taking over the train he was running on at the time. Paragraph number one, of the Wolfe-Randolph Agreement, says that where this takeover comes about that the porters in question "will be permitted

Mr. F. J. Boeckelman
March 19, 1969
Page Two

to follow their work to the extent the Carrier requires the use of sleeping car porters and attendants". This language extends rights provided the person wants to exercise them. Paragraph number two backs our position up, because it provides for The Pullman Company notifying the porters, that a certain railroad as of a certain date would be taking over its sleepers, and "the sleeping car porters and attendants who desire to accept the proffered employment may do so in seniority order.

Now, the Stabilization of Employment Agreement, dated May 27, 1968, did not anticipate The Pullman Company going out of business, because there is nothing in this agreement that indicates such. Article 1 - Section 1 (a), states that the "employees covered by the agreement will, if furloughed, be entitled to a separation allowance as hereinafter provided unless or until retired, discharged for cause or otherwise removed by natural attrition. And, certainly when The Pullman Company has no work for an employe he has to be furloughed in accordance with the working agreement in effect at that time. Further, this agreement in accordance with Article 2, provides the various ways in which the employe could lose his protection, and Section 3 of this article, specifically provides "the provisions of this section do not apply to a takeover of its sleeping car service by a railroad, which subject is covered by the Wolfe-Randolph Agreement of December 17, 1963". So, even the various ways in which the employe could lose his protection were exempted when the railroads took over the operation of its own sleeping car service.

In my letter to you dated December 18, 1968, I gave a further legal opinion on our position, and I sincerely request that these men be paid the separation allowance the agreement calls for, so that both sides will be saved an unnecessary expense, which would be incurred in seeking a legal judicial ruling.

Very Sincerely yours,

C. L. Dellums

CLD:cr

CC : Mr. T. D. McNeal
Mr. B. F. McLaurin

THE PULLMAN COMPANY

165 NORTH CANAL STREET • CHICAGO, ILLINOIS 60606

F. J. BOECKELMAN
DIRECTOR, EMPLOYEE AND LABOR RELATIONS

R. J. WURLITZER
MANAGER, LABOR RELATIONS

December 27, 1968.

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

Dear Sir:

With reference to your letter of December 18 regarding
bulletin posted on December 3, 1968:

The section which you do not refer to in your letter and
which is the basis of our position is Section 2 of Article II
which reads as follows:

"Section 2 - An employe shall cease to be a protected employe
in case of his resignation, death, retirement, dismissal for
cause in accordance with existing agreements, or failure to
retain or obtain a position available to him in the exercise
of his seniority rights in accordance with existing rules or
agreements, or failure to accept employment as indicated in
this Article." (underscoring added)

I do not believe we are in disagreement with you on the
application of Section 3 of Article II.

Further, it is not our intent that an employe be required to
accept employment which would require him to change his place of
residence.

Primarily, our interest lies in having enough porters accept
employment with the railroads to fill their requirements and certainly
it was never the intent of the separation allowance agreement that
porters could refuse employment with a railroad and instead take a
separation allowance. The intent of the separation allowance agreement
was to protect employes who would not be offered employment.

After January 1, 1969, we will know which men have been employed
by the railroads and if the railroads satisfactorily fill their require-
ments we should have no difficulty in applying the separation allowance
agreement to the remaining protected employes.

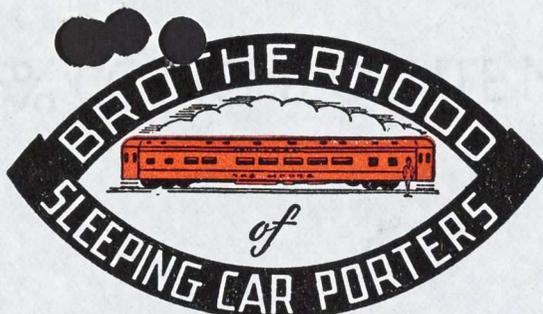
Yours very truly,

F. J. Boeckelman

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



WILLIAM H. BOWE
International Secretary-Treasurer

B. F. McLaurin
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

INTERNATIONAL HEADQUARTERS

217 WEST 125th STREET - Room 301

NEW YORK, N. Y. 10027

MOnument 2-5080 - 1



December 18, 1968

Mr. F. J. Boeckelman, Director
Employe and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Mr. Boeckelman:

The bulletin posted by the Pullman Company which was posted on December 3, 1968, which states that the Pullman Company intends to pay no further separation allowances until it has been determined that "the railroads have filled their requirements for porters and attendants in connection with the takeover on January 1, 1969" has been called to my attention. As I understand the bulletin in question here, it is my position that the bulletin is in violation of the Stabilization of Employment Agreement of May 27, 1968.

The bulletin further states, that any porter or attendant who does not accept employment with a railroad when offered such employment will not be eligible for a separation allowance from the Pullman Company. I gather from the bulletin that The Pullman Company apparently intends to apply that rule, even if the position that has been offered to the employee and rejected would require him to change his place of residence.

In our judgement, the bulletin, as written, is clearly in violation of the May 27th agreement. There are only very limited circumstances under which a man can be denied a separation allowance, because of his refusal to accept employment with a railroad, and it appears to me that the bulletin goes far beyond those limited circumstances.

I would assume that in promulgating this bulletin that The Pullman Company is relying upon Article 2, Section 3, of the May 27th agreement.

Mr. F. J. Boeckelman
December 18, 1968
Page Two

That section does set forth certain circumstances under which an employee will lose his right to be paid the separation allowance by the Pullman Company, as a result of his refusal to take a job offered to him by a railroad. However, the language of the agreement places some very specific limitations upon that restriction.

In the first place, the last sentence of the first paragraph of Article 2, Section 3, makes it clear that the obligation to accept a position with another railroad on penalty of losing the right to a separation allowance from the Pullman Company does not apply to the situation in which the job on that railroad has arisen, because that railroad is taking over sleeping car service which has been performed by Pullman. It is true that if an employee does accept a position with a railroad that is taking over sleeping car service that he loses his right to a Pullman separation allowance (by virtue of the separate letter that was attached to the May 27th agreement) provided that the railroad involved is a signatory to the Wolfe-Randolph agreement. However, nothing in the May 27th agreement, and nothing in the Wolfe-Randolph agreement requires a Pullman employee to accept a job in a takeover. Nor is this in any way changed by the fact that in the present situation all of the jobs being offered result from contemplated takeovers. Pullman's obligations under the May 27th agreement are not diminished by the fact that it may be totally, rather than partially, going out of business.

If the job that is being offered by the railroad is not as a result of a takeover, then Section 3 of Article 2, does require that the man accept the job, or lose his right to a separation allowance from the Pullman Company. But here again, by the specific terms of the May 27th agreement, that is the result only if certain specified circumstances are met: (1) he must be able to qualify, (2) he cannot be required to change his place of residence, (3) he must be paid the full \$2,500 allowance (unless it is waived in an implementing agreement), and, most of all, (4) it must be a railroad with whom the Brotherhood has executed "an implementing agreement"; and that means an agreement which, as a minimum includes a provision for a separation allowance in the event the job which the man accepts is subsequently abolished. Unless all four of these requirements are met, the refusal to accept the position cannot result in the employee's loss of the right to a separation allowance from the Pullman Company.

Since The Pullman Company's bulletin of December 3rd goes far beyond any and all of the limitations discussed above, I believe that it is plainly a violation of the May 27th agreement. Therefore, I must insist that you withdraw the bulletin immediately.

Very truly yours,

C. L. Dellums

November 13, 1968

C
Mr. F. J. Boeckelman, Director
Employe and Labor Relations
The Pullman Company
165 N. Canal Street
Chicago, Illinois 60606

O
Dear Sir:

P
This letter has further reference to International President Dellums' letter of November 4, 1968 and your reply of November 8, 1968, concerning the establishing of a Public Law Board for the purpose of disposing of three claims filed in connection with Mediation Agreement, Case A-7128 Sub 2, under date of September 27, 1968.

Y
This will confirm understanding reached with you on the telephone today that we will meet in your Chicago Office at 9:30 A. M. on Tuesday, November 19, 1968, for the purpose of consummating an agreement establishing the Board to decide these disputes.

Very truly yours

T. D. McNeal
International Vice President

TDM/op

cc: Messrs. C. L. Dellums
L. J. Shackelford

THE PULLMAN COMPANY

165 NORTH CANAL STREET • CHICAGO, ILLINOIS 60606

*Call Me
Letter
11-4-68*

F. J. BOECKELMAN
DIRECTOR, EMPLOYEE AND LABOR RELATIONS

R. J. WURLITZER
MANAGER, LABOR RELATIONS

November 8, 1968

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

Dear Sir:

I have your letter of November 4th, regarding the matter of progressing three claims in connection with the Mediation Agreement, Case A-7128, Sub 2, to a Public Law Board.

I will be the Company representative on such board and if Mr. McNeal will advise me when he will next be in Chicago, I can arrange to consummate an agreement formally establishing the Board to decide these disputes.

Yours very truly,

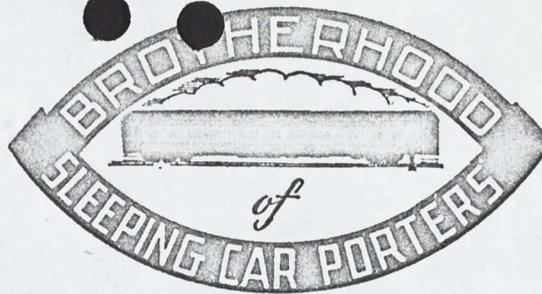
F. J. Boeckelman

CC: Mr. T. D. McNeal
International Vice President
Brotherhood of Sleeping Car Porters
3412 North Union Boulevard
St. Louis, Missouri, 63115

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716-18 Seventh Street
Oakland, California 94607,

T. D. McNEAL
International Vice President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

SOUTH-WEST ZONE HEADQUARTERS

GATEWAY NATIONAL BANK BUILDING

3412 NORTH UNION BOULEVARD

ST. LOUIS, MISSOURI 63115

EVERGREEN 3-4221



WILLIAM H. BOWE
International Secretary-Treasurer
217 West 125th Street
New York, N. Y. 10027

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

November 4, 1968

Certified Mail

Return Receipt Requested

No. 115629

Mr. F. J. Boeckelman, Director
Employe and Labor Relations
The Pullman Company
165 North Canal Street
Chicago, Illinois 60606

Dear Sir:

Pursuant to Article V of the Stabilization of Employment Agreement between the Pullman Company and the Brotherhood of Sleeping Car Porters, dated May 27, 1968, the Brotherhood of Sleeping Car Porters hereby requests the establishment of a special adjustment board under the provisions of Public Law 89-456 (80 Stat. 208), amending Section 3, second of the Railway Labor Act, to resolve the following unsettled disputes arising in the application of that Agreement:

1. (a) That The Pullman Company violated Article IV of the Mediation Agreement, Case A-7128 Sub 2, signed at Chicago, Illinois, on May 27, 1968, when, during the month of September, 1968, it paid former Porter G. F. Pipes and other similarly situated employes a Separation Allowance at the rate of \$2.8564 per hour instead of at the rate of \$3.04316 per hour.
- (b) That The Pullman Company shall now pay G. F. Pipes the difference between what his Separation Allowance amounted to at the rate of \$2.8564 per hour and what it would have amounted to if it had been paid at the rate of \$3.04316 per hour.
- (c) That The Pullman Company shall now pay all employes separated under the provisions of Article IV of the

Mediation Agreement, Case A-7128 Sub 2, (and whose last service was paid for at the monthly and hourly in-charge rate) and similarly situated employes who are separated in the future, on the basis of their in-charge hourly rate of pay.

2. (a) That The Pullman Company violated Article IV of the Mediation Agreement, Case A-7128 Sub 2, signed at Chicago, Illinois, on May 27, 1968, when, during the month of September, 1968, it paid former Porter T. A. Eutz and other similarly situated employes a Separation Allowance at the rate of \$2.8564 per hour instead of at the rate of \$3.04316 per hour.
 - (b) That The Pullman Company shall now pay T. A. Eutz the difference between what his Separation Allowance amounted to at the rate of \$2.8564 per hour and what it would have amounted to if it had been paid at the rate of \$3.04316 per hour.
 - (c) That The Pullman Company shall now pay all employes separated under the provisions of Article IV of the Mediation Agreement, Case A-7128 Sub 2, (and whose last service was paid for at the monthly and hourly in-charge rate) and similarly situated employes who are separated in the future, on the basis of their in-charge hourly rate of pay.
3. (a) That The Pullman Company violated Article IV of the Mediation Agreement, Case A-7128 Sub 2, signed at Chicago, Illinois, on May 27, 1968, when, during the month of September, 1968, it paid former Porter R. L. Patton and other similarly situated employes a Separation Allowance at the rate of \$2.8564 per hour instead of at the rate of \$3.04316 per hour.
 - (b) That The Pullman Company shall now pay R. L. Patton the difference between what his Separation Allowance amounted to at the rate of \$2.8564 per hour and what it would have amounted to if it had been paid at the rate of \$3.04316 per hour.
 - (c) That The Pullman Company shall now pay all employes separated under the provisions of Article IV of the

Mr. F. J. Boeckelman
11-4-68

-3-

Mediation Agreement, Case A-7128 Sub 2 (and whose last service was paid for at the monthly and hourly in-charge rate) and similarly situated employes who are separated in the future, on the basis of their in-charge hourly rate of pay.

The Brotherhood hereby designates Mr. T. D. McNeal as its member of the Public Law Board. It is requested that the carrier designate its member of such Board as soon as possible, and that an agreement be consummated formally establishing the Board to decide the above-described disputes.

Please address your reply to me at our Oakland, California office with copy to International Vice President T. D. McNeal at our St. Louis, Missouri Office.

Very truly yours

C. L. Dellums

C. L. Dellums
International President

CLD/op

General Information for Applicants for Positions of Sleeping Car Attendants

Effective January 1st, 1969, the Chicago, Burlington & Quincy Railroad, Great Northern Railroad, Northern Pacific Rwy., Spokane, Portland & Seattle Rwy., Denver & Rio Grande Western Railroad and Western Pacific Railroad will discontinue using the operating services provided by the Pullman Company, although the Pullman Company will continue to service the cars mechanically and supply the linen, including white uniform jackets. Sleeping car porters and attendants assigned to sleeping cars originating and terminating at points on these carriers will report to and come under the jurisdiction of the Dining Car Departments of these companies.

The participating carriers jointly will require approximately 180 sleeping car porters and attendants for regular line assignments and approximately 18 extra board employees and in accordance with the terms of the Wolfe-Randolph Agreement of December 17, 1963, preference will be given to sleeping car porters and attendants now employed by the Pullman Company. It is presently contemplated that the headquarters point for all porters will be Chicago with outlying assignments at St. Paul, Seattle, Portland and Oakland.

The procedure in applying for and being processed for this employment is as follows--

1. Submit Burlington application Form 6150 and Form 6158 (authorization for release for personal record transcripts) by mail, or in person to Mr. J. W. Vaghy, Manager, Dining Car Department, CB&Q RR, 1447 S. Canal St., Chicago, or in person only to the following offices:

Dining Car Department, Great Northern Railroad, St. Paul, Minnesota
Dining Car Department, Northern Pacific Railroad, Seattle, Washington
Dining Car Department, S.P. & S., Portland, Oregon
Dining Car Department, Western Pacific Railroad, Oakland, California

2. Interview will be arranged at Chicago, St. Paul, Seattle, Portland or Oakland, whichever is the most convenient.
3. Accepted applicants will be instructed to report for physical examination at one of these points promptly upon being accepted.
4. All jobs will be placed for bid at Chicago on December 9th, 1968 and at Oakland, St. Paul, Seattle and Portland at approximately the same time for a period of ten days. Applicants must submit bids in person at one of these points within the ten day period on the bid form available at these points. At Chicago, "In Person" bidders must hand their bids directly to Messrs. Mott, Plock or Wilhelmi in the Burlington Dining Car Crew Department.
5. Bids will be sorted as soon as possible after December 19th and successful bidders will be notified and will be required to attend an indoctrination and instruction school at once of the points listed in Item #1 sometime during the period December 19-31 or prior to the first assignment at which time the following subjects will be discussed and explained:
 - (a) Details of assignment awarded
 - (b) Working rules and contract.
 - (c) Timekeeping, pay periods, etc.
 - (d) Supervision
 - (e) Reporting mechanical defects
 - (f) Reporting Personal Injuries
 - (g) Question and answer period

Employees assigned to the lounge cars on Trains 25-26 & 17-18 will in addition be required to attend an instructional session pertaining to the preparation of trip reports, service, etc. Employees assigned to these cars will be assigned banks of change money at that time. Accepted employees are to wear their former Pullman uniforms, although plain black buttons will be provided in place of the Pullman buttons and the Pullman insignia on the cap is to be removed.

175-2nd St.

W. P. 20
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY
THE WESTERN PACIFIC RAILROAD COMPANY

November 18, 1968

NOTICE

Effective January 1, 1969, the Chicago, Burlington & Quincy Railroad, the Denver and Rio Grande Western Railroad and the Western Pacific Railroad will discontinue using the operating services provided by the Pullman Company. Sleeping Car Porters and Attendants assigned to California Zephyr sleeping cars will report to and come under the jurisdiction of the three companies.

The participating carriers jointly will require approximately 60 sleeping car porters and attendants for regular line assignments and approximately 8 extra board employes, and in accordance with the terms of the Wolfe-Randolph agreement of December 17, 1963, preference will be given to the sleeping car porters and attendants now employed by the Pullman Company, apportioned as follows:

27 - Burlington

24 - Western Pacific

17 - Rio Grande

It is presently contemplated that the headquarters point for porters will be Chicago and Oakland.

The participating carriers will consider requests for employment as sleeping car porters and attendants on the California Zephyrs. Request for employment, including a release to the Pullman Company for information concerning your employment with that company, can be obtained from district or agency offices of Pullman, or by contacting the undersigned. A sample request form is attached. Completed request for employment and release forms should be mailed to the railroad with whom you are seeking employment.

All requests must be received by Friday, December 6, 1968. Following receipt of these requests, interviews will be arranged for.

J. W. Vaghy, Mgr.,
Dining Car Dept., CB&Q
1447 S. Canal Street
Chicago, Illinois 60607

L. J. Bernstein, Supt.,
Dining Car & Hotel Dept.,
D&RGW
1531 Stout Street
Denver, Colorado

W. J. Powell, Mgr.
Dining Car Service, WP
1407 Middle Harbor Road
Oakland, California

REQUEST FOR EMPLOYMENT

Name _____

Address _____

Telephone No. _____

Birth Date _____

Seniority Date with Pullman _____

Present Pullman Assignment _____ (If extra or furlough, so indicate).

Preference of Employing Railroad: CB&Q _____
D&RGW _____ (Indicate 1, 2 or 3).
WP _____

Preference of Headquarters Point : Chicago _____ (Check one).
Oakland _____

To The Pullman Company:

I have made application for employment as a California Zephyr sleeping car porter and must furnish the _____ Railroad Company satisfactory references and record of my services with Pullman. I hereby authorize your officers or employees to furnish the Employment Department of said company with history of my employment, together with any information concerning my personal character, habits, ability, etc., hereby releasing you and them from any and all liability from damages of whatsoever nature on account of furnishing the same.

Signature

GREAT
NORTHERN



Great Northern Railway Company / 175 East Fourth Street / Saint Paul, Minnesota 55101 / Phone 612 224-5588

Labor Relations Department

December 5, 1968
Pol. 19-A, Pt II

Mr. T. D. McNeal, International Vice President
Brotherhood of Sleeping Car Porters
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115

Dear Sir:

Please refer to Mr. Dellums' letter of November 20 and to discussion in Chicago December 3, 1968 of the hiring of porters for sleeping car service on our lines effective January 1, 1969.

You were advised in conference that all of the combined employment requirements for Great Northern, Northern Pacific and Spokane, Portland & Seattle would be handled by the Burlington. It was agreed that such employment by the Burlington of sleeping car porters from the Pullman Company's ranks in this manner would satisfy the obligations of all four carriers under the Wolfe-Randolph Agreement of December 17, 1963.

In our conference you expressed confidence that authorization cards would be readily obtained for the BSCP, from the employees hired, in view of their current membership as Pullman employees. You stated these cards would be presented to us after a majority of the group had executed them for authenticating signatures.

On the basis of your expression of confidence in obtaining representation, we also discussed in a preliminary way the making of a schedule agreement, and some of the provisions that might be included therein. We will draft a tentative proposal and forward it to you for review. Of course, no collective agreements can be made until after your organization is certified by the National Mediation Board as the duly authorized representative.

T. C. DeBUTTS, Vice President
C. M. ILLG, Asst. to Vice President
D. H. BURNS, Staff Officer

D. J. GORECKI, Staff Officer
F. G. KRUSE, Staff Officer
L. L. LaFOUNTAINE, Staff Officer

H. L. PALM, Staff Officer
J. L. SMITH, Staff Officer
W. D. O'NEIL, Office Manager

Mr. T. D. McNeal

- 2 -

December 5, 1968
Pol. 19-A, Pt II

When the proposals are transmitted, we will suggest another tentative meeting date and place.

Very truly yours,

J C McBeath

Vice President-Labor Relations
Great Northern Railway Company

J M de Lander

Asst. Vice President-Labor Relations
Northern Pacific Railway Company

A E Lopez

Asst. to the President (Labor Relations)
Chicago, Burlington & Quincy Railroad Company

A Jency

Chief of Personnel
Spokane, Portland & Seattle Railway Company

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

November 20, 1968

Mr. A. E. Egbers, Assistant to the President
Chicago, Burlington & Quincy Railroad Company
547 West Jackson Boulevard
Chicago, Illinois 60606

Dear Sir:

Referring to yours of November 13, 1968, notifying us of the meeting in your offices on December 3, 1968 at 10:00 AM;

Our organization will be represented by Mr. T. D. McNeal, International Vice-President, and Mr. McNeal maybe accompanied by Mr. Leroy J. Shackelford. This means then that therefore, the time and date are satisfactory.

Yours truly,

C. L. Dellums

CLD:cr
CC : Mr. T. D. McNeal
Mr. Leroy J. Shackelford

BURLINGTON LINES

Chicago, Burlington & Quincy Railroad Company
The Colorado and Southern Railway Company
Fort Worth and Denver Railway Company

A. E. EGBERS
Asst. to the President
G. M. YOUHN
Director of Labor Relations



LABOR RELATIONS AND EMPLOYMENT DEPARTMENTS
547 West Jackson Boulevard - Chicago, Illinois 60606

C. J. MAHER
E. J. CONLIN
J. D. DAWSON
H. C. LOUCKS
B. G. UPTON
Staff Officers
J. GILLETTE
Supvr. of Employment
R. W. TODD
Personnel Officer

November 13, 1968

Pol. 19-A
Part II

Mr. C. L. Dellums
President, BSCP
1716 Seventh Street
Oakland, California 94607

Dear Sir:

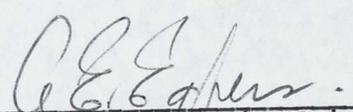
In connection with the partial phase-out of Pullman operations January 1, 1969, we have promulgated the attached notice to porters on our trains in fulfillment of our responsibilities under the Wolfe-Randolph Agreement.

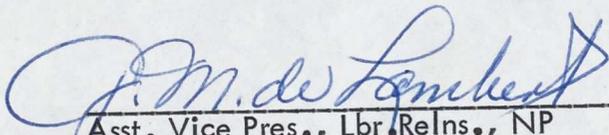
Realizing our mutual interests in giving effect to the provisions of this agreement we will be available to meet with you on Tuesday, December 3, 1968 at 10:00 AM, if you so desire. We can meet in the CB&Q General Office Building, 547 West Jackson Boulevard, Chicago, Illinois, Room 1305.

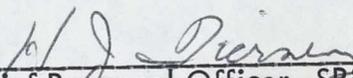
Will you please advise Mr. Egbers if this time and date is satisfactory.

Yours truly,


Vice President, Lbr. Relns., GN


Asst. to President, Lbr. Relns., CB&Q


Asst. Vice Pres., Lbr. Relns., NP


Chief Personnel Officer, SP&S

cc: Mr. T. D. McNeal, V.P., BSCP
St. Louis, Missouri

cc: Mr. L. J. Shackelford, Intl. Repr., BSCP
Chicago, Illinois

GREAT NORTHERN RAILWAY
NORTHERN PACIFIC RAILWAY
CHICAGO, BURLINGTON & QUINCY RAILROAD
SPOKANE, PORTLAND & SEATTLE RAILWAY

November 15, 1968

NOTICE

Effective January 1, 1969, the Chicago, Burlington & Quincy Railroad Company, the Great Northern Railway Company, the Northern Pacific Railway Company and the Spokane, Portland & Seattle Railway Company will discontinue using the operating services provided by the Pullman Company. Sleeping car porters and attendants assigned to sleeping cars originating and terminating at points on these carriers (except California Zephyr cars), will report to and come under the jurisdiction of the dining car departments of the four companies.

The participating carriers jointly will require approximately 121 sleeping car porters and attendants for regular line assignments and approximately 13 extra board employees, and in accordance with the terms of the Wolfe-Randolph agreement of December 17, 1963, preference will be given to sleeping car porters and attendants now employed by the Pullman Company.

It is presently contemplated that the headquarters point for all porters will be Chicago with outlying assignments at St. Paul, Portland and Seattle.

Beginning immediately applications for employment as sleeping car porter and attendant will be considered for operations on Chicago, Burlington & Quincy Railroad Company, the Great Northern Railway Company, the Northern Pacific Railway Company and the Spokane, Portland & Seattle Railway Company. Applications and forms authorizing the Pullman Company to release information concerning your employment with that Company can be obtained from district or agency offices of Pullman, or by contacting -

Mr. J. W. Vaghy, Manager
Dining Car Department, CB&Q RR,
1447 S. Canal Street
Chicago, Illinois 60607

between 9:00 A.M. and 3:30 P.M. daily except Saturday and Sunday. The completed application and release form should be placed in the pre-addressed envelopes furnished, stamped and mailed. All applications are to be in the applicant's own handwriting and must be received by Friday, December 6, 1968. Following receipt of the application and release form, interviews will be arranged for at a later date.

J. W. Kirby, Gen. Supt.
Dining Car Dept.
Great Northern Railway
St. Paul, Minnesota

W. S. Bush
Supt., Dining
Car Dept.
Northern Pacific
Railway,
St. Paul, Minn.

F. B. McGraw, Supt.
Dining Car Dept.,
Spokane, Portland
& Seattle Railway
Portland, Ore.

J. W. Vaghy, Mgr.
Dining Car Dept.
Chicago, Burling-
ton & Quincy
Railroad
Chicago, Ill.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY
Passenger Services Department

Baltimore, Md., November 29, 1968 -1

NOTICE

Effective January 1, 1969, Pullman will no longer provide operating services for sleeping cars on lines of Chesapeake and Ohio Railway and Baltimore and Ohio Railroad. Sleeping car porters assigned to sleeping cars whose operation is local to these carriers will come under the jurisdiction of the Superintendent of Passenger Food Service, C&O/B&O Railroads.

For operations on C&O/B&O, approximately 18 Sleeping Car Porters will be required for regular line assignments and approximately 3 Extra Board Sleeping Car Porters will be required. All men must be qualified as Porters-in-Charge and at least 2 men should be qualified as Attendants-in-Charge. Pullman Company employees presently assigned or qualified in these categories will be considered for employment. The headquarters points for all Sleeping Car Porters on C&O/B&O will be Washington, with one outlying point at Cincinnati. Applications for employment will be accepted immediately. Applications and forms authorizing the Pullman Company to release information concerning your employment with Pullman can be obtained from district or agency offices of the Pullman Company or from:

Mr. K. S. Cox, Superintendent
Passenger Food Service
C&O/B&O Railroads
Suite A, West Mezzanine -
Washington Union Terminal
Washington, D. C. 20002

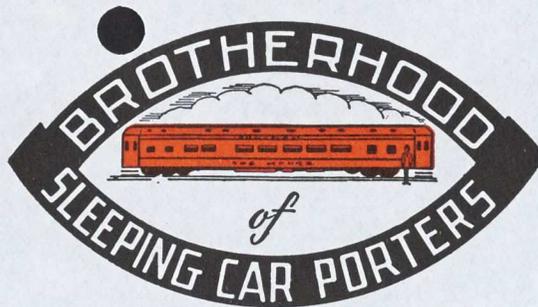
Completed application and release form should be placed in the envelopes furnished and mailed. All applications are to be in the applicants own handwriting and must be received by December 10, 1968. After the applications and release forms have been received, interviews will be arranged for at a later date.

• David A. Watts, Jr.
Director Passenger Services

A. PHILIP RANDOLPH
International President

BENNIE SMITH
1st International Vice-President
1308 Broadway, Room 305
Detroit, Michigan 48226

C. L. DELLUMS
2nd International Vice-President
1716-18 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

217 WEST 125th STREET - Room 301
NEW YORK, N. Y. 10027

MOument 2-5080 - 1



WILLIAM H. BOWE
International Secretary-Treasurer

T. D. McNEAL
3rd International Vice-President
Gateway National Bank Building
3412 North Union Boulevard
St. Louis, Missouri 63115

B. F. McLAURIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

December 6, 1968

Mr. C. L. Dellums
International President
1716-18 Seventh Street
Oakland, California 94607

Dear Brother Dellums:

Enclosed please find self-explanatory
notice which has been printed by the C&O/B&O.

Fraternally yours,

Ben
B. F. McLaurin
Eastern Zone Supervisor

BFM:hs
enclosure - 1

THE PULLMAN COMPANY

165 NORTH CANAL STREET · CHICAGO, ILLINOIS 60606

F. J. BOECKELMAN
DIRECTOR, EMPLOYE AND LABOR RELATIONS

R. J. WURLITZER
MANAGER, LABOR RELATIONS

December 3, 1968.

Mr. L. J. Shackelford
Int'l Field Representative
Brotherhood of Sleeping Car Porters
3947 Drexel Blvd.
Chicago, Illinois 60653

Dear Sir:

Confirming my telephone conversation with you on December 3 the following bulletin is being posted on bulletin boards in all districts and agencies on December 3:

"TO ALL PORTERS AND ATTENDANTS:

Advice has reached our Management that porters and attendants are not making application for employment with the railroads in the hope of obtaining a separation allowance from Pullman.

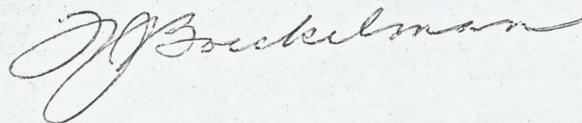
No further separation allowances will be bulletined until The Pullman Company determines that the railroads have filled their requirements for porters and attendants in connection with the take over on January 1, 1969.

Any porter or attendant who does not accept employment with a railroad when offered such employment will not be eligible for a separation allowance from The Pullman Company.

/s/ _____
Supt. - Agent - Agent-Foreman"

- - -

Yours very truly,



A. PHILIP RANDOLPH
International President

BENNIE SMITH
1st International Vice-President
1308 Broadway, Room 305
Detroit, Michigan 48226

C. L. DELLUMS
2nd International Vice-President
1716 Seventh Street
Oakland, California 94607



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

U. C. CROWDER, Secretary-Treasurer
3947-59 DREXEL BOULEVARD
CHICAGO, ILLINOIS 60653
KEnwood 8-3100



December 4, 1968

WILLIAM H. BOWE
International Secretary-Treasurer

T. D. McNEAL
3rd International Vice-President
3947-59 Drexel Boulevard
Chicago, Illinois 60653

L. J. SHACKELFORD, JR.
International Field Representative

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

Dear Brother Dellums:

Enclosed herewith please find copy of letter from Mr. Boeckelman, which is self-explanatory.

Fraternally yours,

L. J. Shackelford, Jr.

LJS:ph
Enclosure

Gold Crest Brand
MADE IN U.S.A.
25% COPPER CONTENT