

Law Offices

ZIMRING, GROMFINE AND STERNSTEIN

11 South La Salle Street
Chicago, Illinois 60603
State 2-7067

1155 Fifteenth Street, N. W.
Washington, D. C. 20005
296-7420

O. DAVID ZIMRING
I. J. GROMFINE
H. STERNSTEIN

December 11, 1968
Washington, D. C.

Economic Consultants

E. L. OLIVER
W. M. HOMER

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 Mr. McNeal:

This is in response to your letter of December 9, 1968, in which you ask for our opinion on the question of whether the action contemplated in the bulletin posted by the Pullman Company on December 3, 1968 would be in violation of the stabilization of employment agreement of May 27, 1968.

The bulletin in question states that Pullman 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 take over on January 1, 1969" (emphasis added). It 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. Your letter adds the further fact that Pullman 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 judgment, the bulletin, as written, is clearly in violation of the May 27 agreement. As pointed out below, there are only very limited circumstances under which a man can be denied the separation allowance because of his refusal to accept employment with a railroad, and this bulletin goes far beyond those limited circumstances.

I would assume that in promulgating this bulletin Pullman is relying upon Article II, Section 3 of the May 27 agreement. That

Mr. T. D. McNeal
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section does set forth certain circumstances under which an employee will lose his right to be paid the separation allowance by Pullman 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 II, 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 Pullman 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 had 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 he loses his right to a Pullman separation allowance (by virtue of the separate letter that was attached to the May 27 agreement) provided that the railroad involved is a signatory to the Randolph-Wolfe agreement. However, nothing in the May 27 agreement, and nothing in the Randolph-Wolfe 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 27 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 II does require that the man accept the job, or lose his right to a separation allowance from Pullman. But here again, by the specific terms of the May 27 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 flat \$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 Pullman.

Since Pullman's bulletin of December 3 goes far beyond any and all of the limitations discussed above, it is plainly in

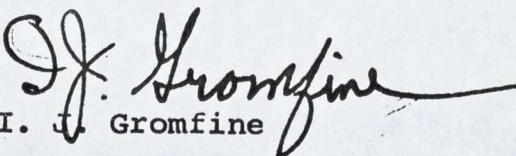
Mr. T. D. McNeal
December 11, 1968
Page 3

violation of the May 27 agreement. We recommend that you insist that Pullman withdraw that bulletin immediately, and institute appropriate grievance procedures if that is not done.

If you have any further questions in this matter, do not hesitate to contact us.

With kindest personal regards and our very best wishes for a happy holiday season, I am

Very truly yours,


I. J. Gromfine

IJG/jt

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Economic Consultants

E. L. OLIVER
W. M. HOMER

Washington, D. C.
January 2, 1969

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

Dear President Dellums:

I have your letter of December 31, 1968 enclosing a copy of your letter of December 18 to Mr. Boeckelman, and his reply of December 27.

The position taken in Mr. Boeckelman's reply is totally without merit except to the extent that he apparently at least concedes now that they do not intend to insist that a man accept employment which would require him to change his place of residence. Other than that, he apparently intends to pay the separation allowance only to those employees for whom there are no jobs available with a railroad taking over its sleeping car service.

Boeckelman says that he agrees with our interpretation of Section 3 of Article II of the May 27, 1968 agreement, but contends that his position is supported by Section 2 of that same Article. However, Section 2 provides for loss of protection to only three classes of people: (1) a man who resigns, dies, retires or is dismissed for cause (which is not applicable here at all); (2) a man who fails "to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements" (this clearly refers to jobs within the Pullman Company and is obviously not applicable); and (3) "failure to accept employment as provided in this Article." This third item simply denies protection to employees who lose protection by virtue of Section 3 of Article II. But since Mr. Boeckelman agrees with our interpretation of Section 3 of Article II, there is no basis whatsoever for his position.

Mr. C. L. Dellums

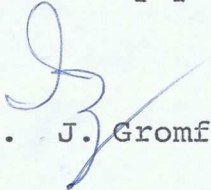
- 2 -

January 2, 1969

If there are further questions in this matter, do not hesitate to contact us.

With kindest personal regards and best wishes for a happy and healthy New Year, I am

Sincerely yours,


I. J. Gromfine

IJG/ch

cc: Mr. T. D. McNeal

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296-7420

O. DAVID ZIMRING
I. J. GROMFINE
H. STERNSTEIN

Washington, D. C.
May 2, 1969

Economic Consultants

E. L. OLIVER
W. M. HOMER

Mr. C. L. Dellums, International President
Brotherhood of Sleeping Car Porters
c/o Commodore Hotel
42nd Street and Lexington Avenue
New York, New York 10017

Dear President Dellums:

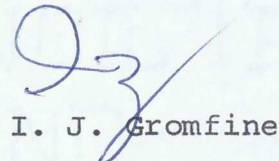
I have your letter of April 30, 1969. Frankly, although I had read in the newspapers of the banquet being given for Mr. Randolph, I had not received any invitation nor any literature which would indicate how I might go about inviting myself. In any event, I am now committed to an arbitration hearing in Albuquerque, New Mexico on Tuesday, May 6, which I cannot now change.

I am afraid, therefore, I will not be able to see you in New York; and I regret missing the opportunity to spend a little time with you once again. As to the matter you had wanted to discuss with me, I hope you will either write to me about it or suggest any other convenient place to meet about it if you think a meeting is necessary.

I hope this finds you well and that you and the other officers enjoy yourselves at the gala celebration of the eightieth birthday of a truly great man.

With kindest regards, I am

Very truly yours,


I. J. Gromfine

IJG/jt

CC: Brotherhood of Sleeping Car Porters

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1155 Fifteenth Street, N. W.
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296-7420

O. DAVID ZIMRING
I. J. GROMFINE
H. STERNSTEIN

Washington, D. C.
May 19, 1969

Economic Consultants

E. L. OLIVER
W. M. HOMER

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

Dear President Dellums:

Thank you for your letter of May 16, 1969.

When you know what your itinerary will be on your trip East in early July, let me know and I will be happy to meet with you to discuss the four problems you outlined in your letter. Meanwhile, I will be going over these problems and I will be prepared to give you our best advice when I see you. If any of them should require more immediate action, do not hesitate to call or write.

With kindest personal regards, I am

Very truly yours,


I. J. Gromfine

IJG/jt

*Gromfine
Jed*

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296-7420

O. DAVID ZIMRING
I. J. GROMFINE
H. STERNSTEIN

Washington, D. C.
May 27, 1969

Economic Consultants

E. L. OLIVER
W. M. HOMER

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

Dear President Dellums:

Thank you for your letter of May 22. It would be more convenient for me to meet with you here in Washington on Monday or Tuesday, July 14 or 15. However, if it would be easier for you if I were to come to New York for a few hours on one day during that week, I can arrange to do so. Let me know which you would prefer.

Meanwhile I will be examining into the problems you raised in your earlier letter, with a view to advising substantially in advance of July 1 whether any action should be taken and if so what should be done. If you hear of any more specific information about the plans of the Pullman Company, please let me know immediately.

With kindest regards, I am

Very truly yours,

I. J. Gromfine
I. J. Gromfine

IJG/jt

LABOR BUREAU OF MIDDLE WEST

O. DAVID ZIMRING
E. L. OLIVER
W. M. HOMER
I. J. GROMFINE
H. STERNSTEIN

J. G. FRYE

11 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603
(312) 782-7067

1155 FIFTEENTH STREET, N. W.
WASHINGTON, D. C. 20005
(202) 296-7420

Washington, D. C.
June 20, 1969

Mr. C. L. Dellums, President
Brotherhood of Sleeping Car Porters
103 E. 125th Street, Rm. 710
New York, N.Y. 10035

Dear President Dellums:

We are transmitting herewith our statement for
services rendered from March 28, 1968 to date.

Sincerely yours,

LABOR BUREAU OF MIDDLE WEST

By

Charlotte Hogan
Charlotte Hogan

Enc.

LABOR BUREAU OF MIDDLE WEST

O. DAVID ZIMRING
E. L. OLIVER
W. M. HOMER
I. J. GROMFINE
H. STERNSTEIN

J. G. FRYE

11 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603
(312) 782-7067

1155 FIFTEENTH STREET, N. W.
WASHINGTON, D. C. 20005
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Washington, D. C.
June 23, 1969

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

Dear President Dellums:

I have your letter of June 20, 1969. I will be happy to meet with you on the morning of July 17 here in Washington. Please call me that morning and we can decide whether it is more convenient for you to come to the office or whether you would prefer for me to come to the Hotel.

With kindest regards, I am

Sincerely yours,

I. J. Gromfine
I. J. Gromfine