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CLASS OF SERVICE

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WESTERN UNION

TELEGRAM

SYMBOLS

DL = Day Letter
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206P PDT JUN 7 69 LB347 BA241

SSM194 NH251 NN HBA033 (P WWY048 WW27) CW PDB 3 EXTRA FAX WASHINGTON

DC5 VIA HB NEW YORK NY 7

O L DELLUMS INTL PRES BROTHERHOOD OF SLEEPING CAR PORTERS

1716-18 7TH ST OAKLAND CALIF

FEDERAL DISTRICT JUDGE HOWARD CORCORAN IN WASHINGTON, D.C.

TODAY REQUIRED THE L&N AN C&EI TO GUARANTEE THAT EMPLOYEES

WOULD BE COMPLETELY UNAFFECTED BY THE L&N TAKEOVER OF C&EI

LINE. NO EMPLOYEE MAY BE ADVERSELY AFFECTED IN ANY RESPECT

TO ANY DEGREE PENDING THE OUTCOME OF RLEA SUIT TO SET ASIDE

ORDER OF COMMISSION APPROVING L&N ACQUISITION OF C&EI LINE

AND TRACKAGE RIGHTS OVER C&WI AND BELT RAILWAY OF CHICAGO.

NO NEGOTIATIONS NEED BE UNDERTAKEN UNTIL COURT CASE IS

CONCLUDED. ALL EMPLOYEES SHOULD BE INFORMED OF THIS FREEZE

AND GENERAL CHAIRMANS SHOULD BE INSTRUCTED TO WIRE ATTORNEY WM.

G. MAHONEY, 620 TOWER BUILDING WASHINGTON, DC GM 2005 TELEPHONE

331200(12-69)

1969 JUN 7 PM 2 11

A- 57183

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202 783-5366. IMMEDIATELY THE DETAILS OF ANY EMPLOYMENT
CHANCES OR THREATENED EMPLOYMENT CHARGES ON THE ISSUANCE OF
ANY NOTICES OR REQUESTS TO NEGOTIATE AGREEMENTS SO THAT HE
MAY TAKE PROPER ACTION TO RESTRAIN IN FEDERAL COURT
D S BEATTIE.

NATIONAL MEDIATION BOARD

WASHINGTON, D.C. 20572

-----	:	
In the Matter of	:	
REPRESENTATION OF EMPLOYEES	:	CASE NO: R-4071
of the	:	CERTIFICATION
LOUISVILLE AND NASHVILLE RAILROAD COMPANY:	:	May 5, 1969
Sleeping Car Porters	:	
-----	:	

The services of the National Mediation Board were invoked by the Brotherhood of Sleeping Car Porters to investigate and determine who may represent, for the purposes of the Railway Labor Act, as provided by Section 2, Ninth thereof, the craft or class of Sleeping Car Porters, employees of Louisville and Nashville Railroad Company.

At the time application was received, these employees were not represented by any organization or individual.

The Board assigned Mediator Edward Hampton to investigate.

FINDINGS

The investigation disclosed that a dispute existed among the employees concerned, and, by direction of the Board, the mediator was instructed to check their signatures as entered on the representation authorization cards submitted by the Brotherhood of Sleeping Car Porters, against the signatures of these employees as found in the Carrier's records. No organization other than the applicant claimed representation.

The following is the result of the Check of Authorizations as reported by the mediator.

Results of Check of Authorizations:

Brotherhood of Sleeping Car Porters		Number of Employees Eligible
-----		-----
Sleeping Car Porters	16	16

-2-

The National Mediation Board further finds that the carrier and employees in this case are, respectively, a carrier and employees within the meaning of the Railway Labor Act, as amended; that this Board has jurisdiction over the dispute involved herein; and that the interested parties were given due notice of investigation.

CERTIFICATION

NOW, THEREFORE, in accordance with Section 2, Ninth of the Railway Labor Act and based upon its investigation pursuant thereto, the National Mediation Board certifies that the Brotherhood of Sleeping Car Porters has been duly designated and authorized to represent for the purposes of the Railway Labor Act the craft or class of Sleeping Car Porters, employees of Louisville and Nashville Railroad Company, its successors and assigns.

By order of the NATIONAL MEDIATION BOARD.


Thomas A. Tracy
Executive Secretary

March 14, 1969

Mr. W. S. Schell, Director of Personnel
Louisville & Nashville Railroad Company
908 West Broadway
Louisville, Kentucky

Dear Mr. Schell:

It has been called to my attention, that some of the former Pullman porters your Company employed to work as sleeping car porters, worked for somewhere around two weeks and were let go. I further understand, that your Company has refused to recognize the "Stabilization of Employment Agreement" between the Brotherhood and The Pullman Company, in order not to pay these men separation allowance provided for in the agreement. It seems to me, that it is obviously unfair for these men to pass up getting this allowance from The Pullman Company by not seeking jobs with your Company, and then find that they had taken a job that lasted less than a month. It also seems to me, that your Company and The Pullman Company ought to get together, and decide on who will pay these men, because it is my belief, that in the end one of the companies is going to have to pay them.

I hope you will give this matter your urgent attention, and let me hear from you.

Very truly yours,

C. L. Dellums

CLD:cr
CC : Mr. G. W. Bahannon

The
BROWN Hotel
BROADWAY AT FOURTH AVE.
LOUISVILLE, KENTUCKY 40202

FOR RESERVATIONS
JUNPER 4-1211

3-6-69
Louisville, Ky

Dear Dell: -

I've spent the day with Mr.
Wallace, W.T. Asst Director

of personal, and Mr. J.W.
Shaughnessy, Staff Asst.,

we had a very friendly
conference until I informed
them we expected that they
would assume responsa-
bility for the men they hired
and 9 days later decided their
services were no longer needed
at this point they informed I
me they didn't think they would
extend the Pullman Stobula
agreement

ALSO UNDER OUR DIRECTION

KENTUCKY HOTEL
LOUISVILLE, KY.

BROWN GILBMAN HOTEL
LOUISVILLE, KY.

FREE PARKING FOR OVER NIGHT GUESTS AT ALL HOTELS

4
complete the rule. They feel they need for their single operation. The trust of the matter is the men assigned to work on this matter had very little back ground information, I get the feeling they have requested the I.C.C. to permit them to take off this one cov. We must move immediately to protect the 6 men out of work as well as the 10 men working. I gave them what was happen- ing on other properties with one operation and they want a copy of the first contract signed. I promised to do (side)
Fraternal order of the masons

and told them they could get a recently negotiated
the men to walk to the US Self
entirely on Milwaukee. ^{the men to walk to the US Self}
Sedore. Dis 17 persons. 1908. 1909. 1910.



BROADWAY AT FOURTH AVE.
LOUISVILLE, KENTUCKY 40202

2
FOR RESERVATIONS
JUNiper 4-1311

to any of the men they hired. I informed them we would use whatever machinery we could to get them to protect the men they hired. I then informed them we'd serve a Section 8 notice immediately. I wish you would do so as I am not going to have any Struck Services until next week as I will leave for Jacksonville, Sunday.

Then come the second problem. I requested the check of 3 dues and for the first time I had the question of representation raised. They requested me to get card ALSO UNDER OUR DIRECTION signed and KENTUCKY HOTEL LOUISVILLE, KY. BROWN SUBURBAN HOTEL LOUISVILLE, KY. FREE PARKING FOR OVERNIGHT GUESTS AT ALL HOTELS. present them to mediation.

3

I told them I had the cards signed
and felt they could satisfy their
request by checking the signatures
against the payrolls. They said
in order to get the check off they
wanted to be told by mediation
it's ok. I said you seem to be
going thru the motions of delaying
the check off.

We then began checking rules
and I've got an agreement on
the 23,000 protection for ten
men, 9 in regular services
and one relief. They will have
to consent on the wage increases
but didn't see any real prob-
lems. They then asked for time
to interpret the rules I requested
and a new date will be set up



LOUISVILLE & NASHVILLE RAILROAD COMPANY

808 W. BROADWAY • LOUISVILLE 1, KENTUCKY • TELEPHONE 587-1121

W. E. 22-424
DIRECTOR OF PERSONNEL

February 15, 1969

375 General

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

Dear Sir:

This will acknowledge your letter of February 6, 1969, addressed to Mr. W. A. McNeill, L&N Director of Public Relations, giving notice under the provisions of the Railway Labor Act of the desire of your organization to negotiate an agreement with this carrier to cover former Pullman porters employed by it, effective January 1, 1969.

For initial conference on the matter, I suggest that we meet at 10:00 A.M., E.S.T., Thursday, March 6, 1969, in Room 109, L&N General Office Building, 9th and Broadway, Louisville, Kentucky.

Please advise if the suggested date and time are satisfactory to you.

Yours truly,

W. E. Schell

Director of Personnel

A. PHELPS RANDOLPH
International President

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

C. L. DELLUMS
2nd International Vice-President
1715 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
MOusment 3-6080-1

WILLIAM H. BOWE
International Secretary-Treasurer

T. D. MINTEAL
3rd International Vice-President
Gateway National Bank Building
2412 North Union Boulevard
St. Louis, Missouri 63116

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

January 16, 1969

Mr. W. A. McNeill
Director - Public Relations
Louisville & Nashville Railroad Company
P. O. Box 1198
Louisville, Kentucky 40201

Dear Sir:

It is my understanding that you have completed the employment of Sleeping Car Porters under the provisions of the Randolph-Wolfe Agreement and that you are now ready to negotiate a contract for these newly hired employees.

If this is true, will you kindly set a date, time and place for negotiations.

In the meantime, while negotiations are pending, I wonder if you would be agreeable to signing a Memorandum of Agreement for the check-off of dues, or better yet take over the Union Shop Agreement from the Pullman Company as some of the other roads have done.

If you are agreeable to this suggestion will you be kind enough to send copy of contract for the check-off with the proper forms for the employees to sign.

Your cooperation in this matter will be appreciated.

Very truly yours,

S. F. McLaurin
Eastern Zone Supervisor

A. PHILIP SANDOUP
International President Emeritus

C. L. DELLURS
International President
1716 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

Aligned 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. McALPIN
Eastern Zone Supervisor
217 West 125th Street
New York, N. Y. 10027

January 15, 1969

Mr. C. L. Dellurs
International President
Brotherhood of Sleeping Car Porters
1716 Seventh Street
Oakland, California 94620

Dear Brother Dellurs:

During our telephone conversation of a few minutes ago I advised you that Secretary-Treasurer Lester of the New Orleans Division had advised me by mail that the L&N railroad hired 16 Pullman porters to man one car each on two of their trains and, that as of January 11, one of these trains (the Humming Bird) was pulled off. Thus, at least 6 of the 16 men who were hired will be out of work and, technically, no longer entitled to separation pay under the May 27, 1968 agreement.

You agreed that I should immediately discuss this matter with the Pullman Company's General Office at Chicago.

I phoned Mr. Boeckelman of Pullman immediately after my conversation with you. Boeckelman advised me that the L&N had contacted The Pullman Company and requested that 6 of these men be put back on the Pullman list of porters eligible for separation pay. Boeckelman went on to state that when he took this up with the President of The Pullman Company he was told that when the men were hired by the L&N, they became an L&N responsibility. Therefore, the President of The Pullman Company takes the position that these 6 men are not to be paid separation by Pullman.

It was your position in our telephone conversation that these men should be paid a separation allowance by either Pullman or by the L&N. I agreed with your position on this matter.

Mr. C. L. Dellums
1-15-69

-2-

I now suggest that the L&N be informally contacted by either you or Brother McLaurin to see if they will be agreeable to paying the separation allowance these men would have been entitled to if the L&N had not hired them under these peculiar circumstances. If the L&N is not agreeable to paying these men it would be my thought that we should consult with a law firm of your choice with the view of seeking to force either the L&N or The Pullman Company to make these separation payments.

In the mean time, I am sending a copy of this letter to our officers at New Orleans in order that they can furnish us with the names of the men who will not be working for the L&N because of the discontinuance of the Humming Bird.

Fraternally yours

T. D. McNeal

T. D. McNeal
International Vice President

TDM/op

cc: Messrs. C. M. Lester
B. F. McLaurin
E. G. Hayes

A. PHILIP RANDOLPH
International President

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

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MOUment 2-5269-1



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St. Louis, Missouri 63115

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

February 17, 1969

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

Dear Brother Dellums:

Find enclosed copy of a letter from the
Louisville and Nashville Railroad Company which
is self-explanatory.

I am also enclosing a travel voucher
to cover my trip for this conference.

With warm personal regards, I am

Fraternally yours,

E. F. McLauren
E. F. McLauren
Eastern Zone Supervisor

BPMcl/b