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Certification form  
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tion folder.

## CLASS OF SERVICE

\*This is a free message unless a prefixed charge is indicated by the proper symbol.

# WESTERN UNION TELEGRAM

## SYMBOLS

DL = Day Letter  
NL = Night Letter  
IT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination.

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&E1 TO GUARANTEE THAT EMPLOYEES  
WOULD BE COMPLETELY UNAFFECTED BY THE L&N TAKEOVER OF C&E1  
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&E1 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

1969 JUN 7 PM 2 11

A- 57183

CLASS OF SERVICE

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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:

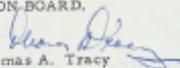
Brotherhood of Sleeping Car Porters		Number of Employees Eligible
-----		-----
Sleeping Car Porters	16	16

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. Scholl, Director of Personnel  
Louisville & Nashville Railroad Company  
908 West Broadway  
Louisville, Kentucky

Dear Mr. Scholl:

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  
JUNIPER 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 19 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 GILBURN HOTEL  
LOUISVILLE, KY.

FREE PARKING FOR OVER NIGHT GUESTS AT ALL HOTELS

4  
complete the rules 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 car. 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 (2/24)

and told them they could get a receiptly receiptly  
and send on Milwaukee. The men would to the US  
Secret. Div. 17 Personal Photo Room



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 Steno. 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 signed and present them to mediation

ALSO UNDER OUR DIRECTION

KENTUCKY HOTEL  
LOUISVILLE, KY.

BROWN MANHATTAN HOTEL  
LOUISVILLE, KY.

FREE PARKING FOR OVER-NIGHT GUESTS AT ALL HOTELS.

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 go 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

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

W. S. McNeill  
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,

Director of Personnel

A. PHELPS RANDOLPH  
International President

BONNIE 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  
MObment 3-6080-1

—9—

January 16, 1969

Mr. W. A. McNeill  
Director - Public Relations  
Louisville & Nashville Railroad Company  
P. O. Box 1196  
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,

E. F. McLaurin  
Eastern Zone Supervisor

WILLIAM H. BOWE  
International Secretary-Treasurer

T. D. MINTAL  
3rd International Vice-President  
Gateway National Bank Building  
3412 North Union Boulevard  
St. Louis, Missouri 63116

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

A. PHILIP RANDOLPH  
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, Coach, Cook, Porter 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

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

*J. D. McNeal*

F. D. McNeal  
International Vice President

TDM/op

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

A. PHELIP RANDOLPH  
International President

BENJIE SMITH  
1st International Vice-President  
1308 Broadway, Room 385  
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MOU 66001 2-5000-1



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3412 North Union Boulevard  
St. Louis, Missouri 63115

E. F. McLAURIN  
Eastern Zone Supervisor  
313 West 118th 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

RPMcl/b

MADE IN U.S.A.

25% COTTON CONTENT