

WINTER 1993

# THE TRAIN DISPATCHER





*"Peace on Earth, Good Will Toward Men." This is the Christmas message because the first Christmas marked the beginning of the Life of One who went about doing good, and who taught, lived and died in the one spirit which has never failed to bring peace and good to those who apply it.*

*In the spirit of Christmas men pray that strength and abundant courage will be given to all who work for a world of reason and understanding—that the good that lies in every man's heart may, day by day, be magnified; that men will come to see more clearly, not that which divides them, but that which unites them; that each hour may bring mankind closer to ultimate victory, not of nation over nation, but of man over his own weaknesses; and that the true Spirit of Christmas with its joy, its beauty, its hope and its abiding faith may live among us.*

*May the Spirit of Christmas permeate the world to the point where the blessings of peace may be ours, the peace to build, and grow, to live in harmony and sympathy with others and to plan for the future with confidence.*

*In that spirit at this joyous season, the officers of the American Train Dispatchers association express their confidence in the future and extend to each member, and his family, their earnest good wishes for a Merry Christmas and a Happy New Year.*

*Fraternally yours,  
R. J. Irvin, President  
R. L. Rafferty, Secretary-Treasurer  
G. D. Bennett, Vice President  
W. A. Clifford, Vice President  
H. E. Mullinax, Vice President  
J. W. Parker, Trustee  
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MEMBER



IN THIS ISSUE

The President's Page ..... 114
Legal Notices ..... 120
Status of Disputes ..... 122
Recent Board Awards ..... 124
Washington Window ..... 129
RRB Notes ..... 131
Letters ..... 139
Twenty-Five Years Ago ..... 146
Fifty Years Ago ..... 146
Honor Members ..... 147
New Members ..... 147
Retirements of Members ..... 149
The Doctor's Say ..... 154
Obituaries ..... 155
Sandhouse Snickers ..... 160

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Change of Address Notice

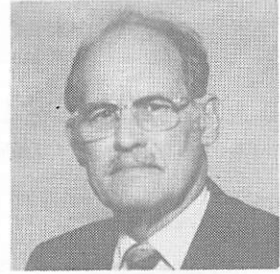
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(Due to THE TRAIN DISPATCHER mailing list being prepared two weeks or more before delivery, it is about three weeks before a change of address becomes effective.)

## THE PRESIDENT'S PAGE

By R. J. Irvin, President



In the last issue of THE TRAIN DISPATCHER, we mentioned an organizing campaign on the Kiamichi Railroad, in which we attempted to gain representation of the maintenance of way employees on that carrier. We are pleased to advise that we have now been certified by the National Mediation Board as the collective bargaining representative for that group of employees.

Nine of eleven eligible employees voted in favor of ATDD-BLE representation. We welcome this fine group and expect bargaining for an agreement will be well under way by the time this issue of the magazine is mailed. We already have an agreement in place for the train dispatchers. Our successful organizing effort on their behalf was reported previously.

The balance of this column is devoted to an issue that has recently arisen, which is of critical importance to every retired and active railroad employee.

Vice President Gore has been given responsibility for the National Performance Review (NPR), an intensive study of the federal government's operations in totality. The NPR had a twin mission. This is a quote: "To make government *work better and cost less.*" In August, rail labor got wind that the Report would have something in it we wouldn't like: **An attack on the Railroad Retirement system.** Beginning in mid-August, most of the rail unions, including ATDD-BLE, wrote, called, or telegraphed Mr. Gore, advising him we opposed any attempt to

privatize or dismantle our retirement system.

On September 7, 1993, the NPR gave birth to a 168-page report and a 21-page "Executive Summary". Sure enough, there it was. You should know exactly what it said. In the Report, at page 102:

**"Action: Transfer the functions of the Railroad Retirement Benefits Board to other agencies**

The government can operate with fewer pension management systems. In 1934, Congress set up the Railroad Retirement Board to protect railroad workers in the face of financial problems, to allow workers to transfer among railroads, and to encourage early retirement to create jobs for the millions of younger workers. In those days, the huge national public pen-

### IMPORTANT NOTICE!

**As this goes to press, our worst fears have become reality. One or more bills have been introduced in Congress to implement some of the NPR recommendations. Contact your Senators and Congressmen immediately and keep up the pressure. Tell them to oppose any such changes in your Railroad Retirement system.**

sion system, Social Security, was not yet in place; neither were the state-federal unemployment insurance systems nor Medicare.

Today, it makes no sense for a separate agency to administer benefits for a single industry. Social Security Administration can administer social security benefits for railroad workers as it administers them for every one else; unemployment insurance systems can serve unemployed railroad workers as well as it serves other unemployed people; and the Health Care Financing Administration can incorporate railroad workers' health care benefits into the Medicare system."

An Appendix to the Report adds another cause for apprehension:

"Railroad Retirement Board functions should be integrated into existing programs administered by federal, state, and private sector service providers."

No explanation whatsoever for the reference to "private sector service providers".

When the Report became public, the rail unions again approached Mr. Gore's office with our objections, as well as the Railway Labor Executives' Association, the Transportation Trades Department, AFL-CIO, and finally, the railroads themselves.

We in labor naively thought that when our plea to back off on this proposal was heard by Mr. Gore and/or his staff people, then he would, indeed, have the NPR drop the matter.

As this is written in late October, we are still not sure whether that will be the case. The latest verbal communication from Mr. Gore's office indicated that the NPR would issue a "final" report in December, and this Railroad Retirement issue would disappear at that time. How-

ever, a recent written communication from the Vice President's Senior Policy Advisor has been received, and this document is a model of bureaucratic double-speak. In fact, we will let it double-speak for itself:

"I would like to offer assurances in response to your organization's concerns about the National Performance Review's recommendations regarding the Railroad Retirement Board.

As he assured your colleagues, Vice President Gore is firmly committed to proposing no action or legislation through the NPR that would reduce rail pension benefits. Although the NPR issue paper on the RRB will be published with documents that supplement the September 7 NPR report, we do not intend to include any NPR recommendations related to the RRB-specific issues in the NPR legislative package now being prepared. This does not preclude future action on the RRB recommendations. There may also be recommendations in the current legislation related to all agencies that impact RRB as well, such as general workforce reductions.

NPR interests are in good government. The Vice President wants to move forward on proposals that have a sound policy basis, improve government, or realize sufficient savings to be justified. We will be reviewing the RRB-specific recommendations with all these considerations in mind.

I hope this is responsive to the concerns raised by the NPR report. We appreciate your interest and look forward to working with you on the NPR and many other issues."

Until we get a better handle on just what the future holds with regard to this NPR proposal and just what the above-quoted letter really means, we feel the battle scene should shift to Congress. It is not

too early to start educating our Senators and Representatives about our concerns as voters, as railroaders, and as retirees, in the event the Vice President's office decides to push some legislation, or in the event some conservative, anti-labor Senator or Representative decides to take it on himself or herself to introduce a bill to implement the NPR recommendation. It was one of the Reagan-Bush administration's goals to privatize the Railroad Retirement system.

Rail labor has prepared a discussion outline in opposition to the NPR Railroad Retirement Proposal. It appears below. It will inform you about the perils of this abominable NPR project, and will provide fodder for your approach to your U.S. Senators and Congressmen. Especially, those retirees who read this, please follow through. The National Association of Retired and Veteran Railroad Employees (NARVRE) and the railroads themselves are also opposing this thing. The railroads have their own reasons, of course, but on an issue this important, we take help wherever it comes from.

### Discussion Outline

#### **A. NO ONE KNOWS WHAT THE NPR RECOMMENDATION IS:**

**We do not know the details of the NPR recommendation on Railroad Retirement.**

- **The NPR report (p. 102) says that Railroad Retirement Board functions will be transferred to "other agencies." This seems as if it is a proposal to transfer Railroad Retirement Board management functions to other agencies and abolish the Railroad Retirement Board. Does this leave the tier 2 structure of Railroad Retirement intact and within the Federal government? If so, who will adminis-**

**ter it? Item B below discusses some of the questions and problems this approach raises.**

- **However, the appendix to the NPR report (p. 141) says part of the transfer of functions will be to "private sector providers." This sounds like a full privatization proposal. Does tier 2 therefore go to the private sector as some kind of multi-employer pension plan?**

**Item C below addresses the many problems of this approach.**

- **Without further details, the only safe course for rail labor at this time is to assume that the recommendation is to fully privatize the entire tier 2 structure. Even if NPR means to transfer only some management functions while leaving the tier 2 structure intact as a Federal system, transferring the programs to other agencies would be the first step to eventual privatization.**

#### **B. PROBLEMS ASSOCIATED WITH ABOLISHING THE RAILROAD RETIREMENT BOARD AND TRANSFERRING ITS MANAGEMENT FUNCTIONS TO OTHER AGENCIES:**

- **The Social Security and Railroad Retirement benefit structures are totally different. The Social Security Administration could not administer early retirement (30 year cases), occupational disability, vested dual benefits, residual lump-sum payments, supplemental annuities, and other features of the Railroad Retirement tier 2 structure. Social Security has**

nothing like these benefits, and therefore no expertise or knowledge to administer them.

- If the Railroad Unemployment Program were transferred to the states, who would administer sickness benefits?
- If the Railroad Retirement Board is eliminated, Rail Labor loses its member and therefore its voice in Board decision making.
- Eliminating the Railroad Retirement Board saves the Federal government no money since Rail Labor and Management fund the full cost of administering the Railroad Retirement system through the payment of employment taxes at a much higher rate than people covered by Social Security. The cost of dual benefits would not be saved by this move because Vice President Gore said that benefits would not be cut.
- The Federal government would not be more efficient because the Railroad Retirement Board spends less than one penny of each contribution dollar to administer the Railroad Retirement system. This is far less than Social Security's administrative cost ratio; therefore, abolishing the Railroad Retirement Board could actually cost additional money.
- In eliminating the Railroad Retirement Board, the NPR contradicts itself. The NPR says it wants to improve service to clients. The Railroad Retirement Board is far more service intense than SSA. Local Railroad Retirement Board offices answer calls without being forced by Congress.

The Labor Member's Office of the Board gives informational conferences to rail labor and retirees all over the country each year. Labor conventions, seminars, and other gatherings can request, and receive, a representative of the Railroad Retirement Board to give briefings on Railroad Retirement issues. The Labor Member makes regular reports of all activities to his constituents. Social Security does none of these things.

- When examined in its entirety, the NPR recommendation to eliminate the Railroad Retirement Board is based on no consideration other than it sounds good. It reduces rather than improves service, save no money, creates inefficiency by having every retiree deal with several agencies rather than one. Confusion will result because Social Security knows nothing about Railroad Retirement and will not make an effort or spend money to train its personnel to deal with the additional responsibility.
- If an NPR proposal saves the taxpayers money or creates greater efficiency, it must be adopted even if it disadvantages some people. However, if an NPR proposal saves no money and creates no greater efficiency, while injuring millions, it would be unconscionable to adopt it just for the sake of change.

#### C. PRIVATIZATION:

- If the NPR recommendation is actually a full privatization proposal rather than a proposal to just transfer management func-

tions, the problems go from near impossible to solve, as explained above, to completely impossible to solve.

- Privatization means transferring the tier 2 structure outside government. There is no private sector entity set up to handle the administration of tier 2.
- Rail Labor and Management can't be forced to collectively bargain for the establishment of a multi-employer pension plan to duplicate and replace the current tier 2 structure because 1,000,000 retirees are not in any bargaining unit, and it would be illegal for unions to try to speak for them.
- Labor cannot bargain for the thousands of active employees who are not union members and are not in any bargaining unit.
- Who will participate in a multi-employer pension plan for bankrupt, terminated, and vanished railroads? Will their pensioners be cut off? Will active railroads agree to pick up the cost of pensioners of bankrupt railroads? Who will force any railroad to collectively bargain for establishment of a multi-employer plan (currently their participation is mandated by statute)?
- Rail employers are not all the same size or equally as profitable. Not all could afford the same private pension plan. Therefore, there would be many plans. Some plans would be better than others. There would be pressure on weak and less beneficial plans to adopt features contained in the better plans. This would lead to job actions, work stoppages, etc. There has never been a national rail strike over retirement benefits because they have never been bargainable. There could be strikes, lockouts, and other job actions in the future if pension benefits became subject to collective bargaining. Is the country ready for interruptions in national rail transportation over pension issues?
- The Railroad Retirement system is now a statutory, pay-as-you-go system that is supported by the payment by Rail Labor and Management of mandatory payroll tax. As a result, a huge reserve fund has not been needed and has not been aggregated to pay future benefits. On the other hand, private sector pension plans are required by ERISA provisions to be fully funded. To be fully funded under ERISA, a private sector pension plan established to replace the current tier 2 structure of the Railroad Retirement system would require \$34 billion. Do the railroads have an extra \$34 billion? If not, does the NPR proposal mean that rail retirees will be without either the security of the current Federal program or the security that comes from full funding as required by ERISA?
- Will the railroads support payment of the \$34 billion needed to fund a new multi-employer pension plan to replace the tier 2 structure of Railroad Retirement? If not, is the Administration prepared to force Rail Labor to accept an unfunded plan in place of the currently Federally administered plan?

**D. BUDGET CONSIDERATIONS:**

- If the Administration kicks Railroad Retirement out of the government, does it mean to transfer the Railroad Retirement Account, which is now on budget, to the new multi-employer pension plan? Currently the retirement account balances are around \$12 billion. Does anyone realize what such a transfer does to the budget for the year or years it is made?
- The Vice-President says that benefits will not be cut. Does this mean that the cost of dual benefits will be paid with a one-time amortizing transfer of several billion additional dollars? Or, will off-budget annual transfers be made? Or, will dual benefits simply be cut, despite the Vice-President's statements?
- Railroad Retirement is running an annual surplus of revenue over outlays. Since the Railroad Retirement Accounts are on budget, removing them from the government increases the annual deficit.
- The Social Security system owes the Railroad Retirement system two to three billion dollars at any given time under the financial interchange. Will this be paid to the private sector entities that are established to administer tier 2 if the Railroad Retirement system is abolished?

**E. THE POLITICS**

- Does the Administration realize that Rail Labor has no recourse but to fight this proposal with every means at its disposal?
- Does the Administration realize there is no substance behind the plan in that it is based on sophism, misunderstanding,

- and long-standing resentment against the Railroad Retirement Board? The Administration is being sold a bill of goods on this item.
- In the long run, the NPR will be hurt by this unnecessary fight. Even if it wins-it loses, because the proposal produces no savings while costing an enormous amount of political capital.

# LEGAL PROBLEMS?

Contract review  
 Warranty concerns  
 Credit problems  
 Auto accidents  
 Personal injury  
 Property damage  
 Victim compensation  
 Separation and divorce  
 Guardianship and adoption  
 Estate planning  
 Trusts and bequests  
 Living wills  
 Powers of attorney  
 Home buying, selling or  
 refinancing  
 Landlord/tenant matters  
 Security deposits

## UNION PRIVILEGE

## LEGAL SERVICE

*Contact your local union for the names of participating lawyers in your area*

## Notice of Supplemental Tax Rate For October-December 1993 Quarter

The Railroad Retirement Board is required by law to determine the work-hour supplemental railroad retirement tax rate needed to pay supplemental annuities and administrative costs for each calendar quarter.

The Board has determined that for the quarter beginning October 1, 1993, the rate shall be 31 cents per work-hour.

## Shalala Approves Wyoming Welfare Demo Project

WASHINGTON (PAI)—Health and Human Services Secretary Donna Shalala has approved a five-year welfare demonstration project in Wyoming which will encourage recipients of Aid to Families with Dependent Children to enroll in school, undertake a training program or enter the work force.

Wyoming's AFD program will be modified in four major areas:

- \* The assets ceiling for AFDC families that get jobs will be raised to \$2,500, up from \$1,000.

- \* Unemployed, non-custodial parents of AFDC children who aren't paying child support and who have never been ordered into the state's JOBS welfare-to-work program by the courts will be allowed to receive training under the JOBS program.

- \* AFDC minor children who refuse to stay in school or get a suitable job may have their monthly benefits reduced. Adult AFDC recipients who are deemed eligible to work or perform community service but refuse to do so could also face a reduction in monthly benefits.

- \* AFDC benefits for adults who have completed a post-secondary educational program while on welfare, or who have been convicted of welfare fraud, will be significantly restricted.

## LEGAL NOTICES

### Dues 1994

Dues for 1994 become payable on January 1, 1994. The amounts due are as follows: ACTIVE DUES: \$570.00 Annually. Dues may be paid annually, semi-annually, or quarterly, as the member chooses. Semi-annual dues are \$285.00 and quarterly dues are \$142.50.

ACTIVE EXTRA DUES are one-half the established amount of ACTIVE dues and are payable annually or quarterly.

ASSOCIATE DUES are payable annually and are only \$25.00 for those NOT retired and none for retired members.

SYSTEM DUES in the amount established by the System Committee on each road must be added to and accompany the National Dues FOR THE SAME PERIOD NATIONAL DUES ARE PAID and are to be sent to the Secretary-Treasurer at National Headquarters. Refund of System dues portion thereof will be made to the custodian of system funds on the member road.

NOTE: UNLESS OTHERWISE NOTIFIED, THE ABOVE DUES RATES ARE APPLICABLE AND IN EFFECT AS SHOWN.

THE CONSTITUTION AND BYLAWS PROVIDES FOR A TEN PERCENT (10%) PER MONTH LATE PAYMENT PENALTY. THIS IS 10% OF THE QUARTERLY DUES RATE (BOTH NATIONAL AND SYSTEM) WHEN DUES ARE NOT RECEIVED WITHIN THE FIRST THIRTY (30) DAYS OF THE CURRENT DUES PAYING PERIOD.



**DO NOT BUY  
NATIONAL BOYCOTTS SANCTIONED BY THE AFL-CIO**

All trade unionists and their families are asked not to patronize products and services of the boycotted firms listed below.

### **ACE DRILL CORPORATION**

Wire, jobber & letter drills, routers and steel bars  
*United Automobile, Aerospace & Agriculture Implement  
Workers of America International Union.*

### **BROWN & SHARPE MFG. CO.**

Measuring, cutting and machine tools and pumps  
*International Association of Machinists & Aerospace  
Workers.*

### **BRUCE CHURCH, INC.**

Iceberg Lettuce: Red Coach, Friendly.  
Green Valley Farms, Lucky  
*United Farm Workers of America*

### **CALIFORNIA TABLE GRAPES**

Table grapes that do not bear the UFW label on  
the carton or crate.  
*United Farm Workers of America.*

### **DIAMOND WALNUT CO.**

Canned and bagged walnuts & walnut pieces  
*International Brotherhood of Teamsters*

### **GOODY'S FAMILY CLOTHING INC.**

Retail clothing stores  
*Amalgamated Clothing and Textile Workers Union*

### **HOLLY FARMS**

Chickens and processed poultry products  
*International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen & Helpers of America.*

### **HOOD FURNITURE MFG. CO.**

Wood furniture including beds, dressers, chests,  
dining room tables, home entertainment center  
components  
*International Union of Electronic, Electrical, Salaried,  
Machine & Furniture Workers*

### **INTERNATIONAL PAPER CO.**

Producer International and Hammermill bond, offset  
and writing paper and related products  
*United Paperworkers International Union.*

### **KAWASAKI ROLLING STOCK, U.S.A.**

Motorcycles  
*Transport Workers Union of America*

### **LOUISIANA-PACIFIC CORP.**

Brand name wood products: L-P Wolmanized,  
Cedartone, Waferwood, Fibrepinc, Oro-Bond, Redex,  
Sidex, Ketchikan, Pabco, Xonolite  
*International Woodworkers of America.*

### **MOKAWK LIQUEUR CORP.**

Mowhawk labeled gin, rum, peppermint schnapps,  
and cordials  
*Distillery, Wine & Allied Workers International Union.*

### **R.J. REYNOLDS TOBACCO CO.**

Cigarettes: Camel, Winston, Salem, Doral, Vantage,  
More, Now, Real, Bright, Century, Sterling, YSL/  
Ritz; Smoking Tobaccos: Prince Albert, George  
Washington, Carter Hall, Apple, Madeira Mixture,  
Royal Comfort, Top, Our Advertiser; Little Cigars:  
Winchester  
*Bakery, Confectionery & Tobacco Workers International  
Union.*

### **ROME CABLE CORP**

Cables used in mining and construction industry  
*International Association of Machinists & Aerospace  
Workers.*

### **SHELL OIL CO.**

Subsidiary of Royal Dutch Shell (parent company of  
Shell South Africa); gasoline, petroleum and natural  
gas products  
*AFL-CIO.*

### **SILCO, INC.**

National retailers of electronic equipment and  
appliances  
*International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen, and Helpers of America.*

### **SOUTHWIRE CO.**

Commercial and industrial wire and cable  
Do-it-yourself brand Homewire  
*International Brotherhood of Electrical Workers.*

### **STAR DENTAL PRODUCTS**

Dental hand tools  
*International Association of Machinists & Aerospace  
Workers*

### **F.L. THORPE & CO.**

Black Hills Gold jewelry  
*International Brotherhood of Electrical Workers.*

### **UNITED STATES PLAYING CARD CO.**

Brand names: Bee, Bicycle, Tally Ho, Aviator and  
Congress  
*Retail, Wholesale & Department Store Union.*

### Status of Disputes at the Third Division of the National Railroad Adjustment Board

Docket No.	Railroad	Subject of Dispute	Submitted	Status as of 11-12-93
TD-29184	AMTRAK	Discipline (Akins-Philadelphia)	1/23/90	Denied 10/26/93 Award No. 29893
TD-30235	DM&IR	Failure to appoint Chief Dispatcher	12/06/91	Sustained in part 8/14/93 Award No. 29719
TD-30379	C&M	Abolishment of ACD - Failure to give proper notice (J. H. Dirks)	2/19/92	Sustained in part 9/20/93 Award No. 29789
TD-30757	CONRAIL	Compensation - Road Day Service, J.J. Smith	7/01/92	Withdrawn 9/29/93 Award No. 29845
TD-29152	NYC&SL	Transfer of work (Van Loon & 80th St.)	12/29/89	Argued before Referee Vernon 12/17/90
TD-29183	AMTRAK	Sick leave (Owings - Philadelphia)	1/23/90	Argued before Referee Vernon 12/17/90
TD-29854	AMTRAK	Discipline (J. M. Glassing-Philadelphia)	4/09/91	Argued before Referee Wesman 11/09/92
TD-29910	BN	Rest day service - Attending Team Building Workshop	5/10/91	Argued before Referee Mason 5/08/92
TD-30007	CSXT	Order of call (E. R. Thomas)	7/23/91	Argued before Referee Eischen 3/29/93
TD-30032	TRRA	Discipline (H. R. Moutine)	8/16/91	Argued before Referee Mason 11/16/92
TD-30048	TRRA	Combining of positions - (B. J. Hosp, Et Al)	8/30/91	Argued before Referee Eischen 12/15/92
TD-30201	DM&IR	Transfer of work - Power Distribution (G. L. Vandervort)	11/19/91	Argued before Referee Fletcher 11/13/92
TD-30394	CONRAIL	Compensation while posting (Z. E. Givner)	1/03/92	Argued before Referee LaRocco 11/01/93
TD-30382	C&M	Abolishment of ACD Positions	2/20/92	Argued before Referee LaRocco 11/01/93
TD-30388	SP (EL)	Pay at less than 100% - (A.W. Moebes)	2/21/92	Argued before Referee LaRocco 11/01/93
TD-30469	CONRAIL	Overtime Compensation - G. W. Lorek (Harrisburg)	3/13/92	Argued before Referee Scheinman 6/10/93
TD-30569	KCS/L&A	Time and one-half for off assignment work (D. R. Russell)	3/18/92	Argued before Referee Scheinman 6/10/93
TD-30570	SP (EL)	Responsibility for the movement of trains (Sabine Br.)	3/19/92	Argued before Referee McAllister 5/27/93
TD-30665	CONRAIL	Discipline-Suspension (W. E. Brown, Harrisburg)	3/23/92	Argued before Referee Richter 4/08/93
TD-30655	CONRAIL	Coverage of STO/CTD Position claim of J. D. Laventure (Selkirk)	5/01/92	Argued before Referee Fletcher 6/18/93
TD-30647	KCS/L&A	Temporary Vacancy-Claims of K. D. Gerald	6/30/92	Argued before Referee Fletcher 7/16/93

### Status of Disputes at the Third Division of the National Railroad Adjustment Board

Docket No.	Railroad	Subject of Dispute	Submitted	Status as of 11/12/93
TD-30756	AMTRAK	Discipline-T. M. Olsen (Phila) - 9 days Suspension	7/08/92	Assigned to Referee Wesman
TD-30782	BN	Transfer of work-Coal Line Ups (Alliance, NE)	8/03/92	Assigned to Referee Fletcher
TD-30896	CONRAIL	Combining of Position - J. D. Bianco, Pittsburgh	9/28/92	Assigned to Referee Sickles
TD-30884	CSXT	Sickness Benefits-Cutlip, Foshee	9/28/92	Assigned to Referee Sickles
TD-30920	CONRAIL	Extra work-Officials filling Dispr. Positions, Smith, et al	10/05/92	Assigned to Referee Sickles
TD-30919	CSXT	Extra work (GATD) - F. E. Thompson	10/05/92	Assigned to Referee Sickles
TD-30911	CONRAIL	Relief of CTD-P. T. Stack, et al	10/05/92	Assigned to Referee Sickles
TD-30968	CONRAIL	Travel Expenses (Drysdale & Amstutz)	10/15/92	Assigned to Referee Scheinman
TD-30937	AMTRAK	Discipline-Disqualification, T. M. Olsen (Phila)	10/26/92	Assigned to Referee Wesman
TD-31013	CONRAIL	Discipline-Suspension, E. L. Cyphers (Dearborn)	12/29/92	Assigned to Referee Minni
TD-.....	TRRA	Lump Sum payment (H. R. Montine)	1/05/93	(c)
TD-.....	CONRAIL	Extra work/Compensation - Hoch & Randolph	1/11/93	(c)
TD-.....	CSXT	Transfer of work - CRT input "Form 707"	1/11/93	(c)
TD-31219	CONRAIL	Discipline-Disqualification, M. Barbieri (Selkirk)	2/11/93	(a)
TD-31154	C&NWT	Vacation compensation - (J. R. Greene)	2/24/93	(a)
TD-31153	TRRA	Rest day service/Loss of time (B. J. Hosp)	3/08/93	(a)
TD-31155	SP (WL)	Unjust treatment - Refusal to hold hearing	3/08/93	(a)
TD-31282	CONRAIL	Vacation Compensation (R. A. Rouse)	4/07/93	(a)
TD-31320	CONRAIL	Rest Day Service (Carrow & Colestock)	6/04/93	(a)
TD-31422	CONRAIL	STO-CTD Position - Failure to fill (P. T. Stack, et al)	6/08/93	(a)
TD-31259	CONRAIL	Overtime Compensation (W. R. Dailey)	6/08/93	(a)
TD-31325	CONRAIL	Extra Work (R. D. Stout) Indianapolis	6/09/93	(a)
TD-31442	CONRAIL	Transfer of Work (Power Dist. - Selkirk) J. Ingraham, et al	7/15/93	(a)
TD-31466	CONRAIL	Rest Day Service (T. A. Lawson) Harrisburg	7/29/93	(a)
TD-.....	CONRAIL	Extra Work-M. E. Eckard (Harrisburg)	8/31/93	(c)
TD-.....	CONRAIL	Discipline-Violation of Rule 18 (F. A. Romito - PBG)	9/03/93	(c)
TD-.....	CONRAIL	Relief of CTD-(Baker, Selkirk)	9/17/93	(c)
TD-.....	BN	Discipline (suspension) P. K. Stover (Galesburg)	10/20/93	(c)
TD-.....	CONRAIL	Discipline - A. A. Karsokas (Pittsburgh)	11/08/93	(c)

Explanation of Reference Marks in "Status" column:

(a) Awaiting Referee Assignment

(c) Awaiting Ex Parte Submissions

## RECENT BOARD AWARDS

by L. A. Parmelee-Labor Member

Shortly after our deadline for the last issue of "THE TRAIN DISPATCHER", we received two decisions which exemplify the frustrating issue of damages as discussed in this column last time around. Both of these awards dealt with the same issue and were decided by the same referee.

While the decisions sustained our claims on their merits, the referee refused to allow the compensation as requested. There were some limited damages assessed, but not nearly what the claimants were truly entitled to in reparation for the agreement violation.

Nonetheless, these two awards (quoted in part below) remain important sustaining judgments in our favor.

In Award No. 29719, ATDD and DM&IR, Referee Fletcher, the Carrier decided to retitle the Chief Dispatcher's position as an Assistant Superintendent's position. Their real purpose was to simply circumvent the scope provisions. They didn't fool the Board.

### Award No. 29719, Docket NO. TD-30235

The Organization filed this Claim contending that the replacement of a Chief Train Dispatcher with an Assistant Superintendent and having the replacement perform the duties of the Chief violated Rule 8 of its Agreement, which requires that any permanent appointment of a Chief Train Dispatcher must be made from Dispatchers holding seniority.

Carrier denied the Claim on the grounds that it elected not to fill the vacancy in the fully excepted position of Chief Train Dispatcher, Rule 1 of the Agreement neither requires that the position be filled nor does it define the duties of the position, the greatly expanded role of the former occupant subsequent to May 1982 did not vest the Organization with entitlement to the duties performed by that individual, and the Assistant Superintendent is not now performing duties which are exclusively reserved to Dispatchers under the Agreement.

Accordingly, the question before the Board is not whether the work that is now being performed by the Assistant Superintendent is work subject to the scope of the Dispatcher's Agreement but whether the Assistant Superintendent is really functioning as a Chief Train Dispatcher, but only under a different title. If the latter situation is the case, then the source of the position must be from Dispatchers holding seniority under the Agreement.

Both parties acknowledge that the Dispatcher's Agreement does not define duties and responsibilities for the Chief Train Dispatcher, as it does for other positions. When an agreement is silent on a matter such as this, it is then necessary, under well defined tenets of contract interpretation prevailing in this industry, to look to the parties usage, custom and practice, for a definition. In examining usage, custom and practice it is apparent that immediately subsequent to the Chief Train Dispatcher's retirement most if not all of his duties were shifted to the newly created position of Assistant Superintendent. At that time, Carrier shifted those traditional Chief Train Dispatcher duties and responsibilities performed by the occupant of that position for many years to the Assistant Superintendent. At that time Carrier also shifted certain non-traditional Chief Train Dispatcher duties to the Assistant Superintendent. There is no time breakdown between the traditional Chief duties and the non-traditional duties but the factual situation is that while the Assistant Superintendent took back the non-traditional Chief Train Dispatcher duties conveyed on the Chief subsequent to May, 1982 he also took over the traditional Chief Train Dispatcher duties which had historically been the Chief's responsibility.

The Board finds the Organization's proof persuasive on this point. It has demonstrated that a variety of duties once performed by the Chief Train Dispatcher are now being performed by the Assistant Superintendent. Carrier's defense was misdirected. It admitted that these functions have been taken over by the Assistant Superintendent, but contended that was not material because the work was not exclusively under the Agreement. Carrier was obviously free to eliminate the Assistant Superintendent's position in 1982 and combine his duties with the Chief Train Dispatcher. However, it cannot avoid the requirements of Rule 8 and eliminate the

Chief Train Dispatcher's position and combine the duties with that of another official.

Accordingly, the Board concludes that Rule 8 was violated when Carrier changed the title of the Chief Train Dispatcher at Keenan to that of Assistant Superintendent and had the Assistant Superintendent fulfill the duties formerly the responsibility of the Chief Train Dispatcher and the assignment was not filled by a Dispatcher holding seniority as Dispatcher.

The Organization has asked as a remedy that the senior qualified Train Dispatcher be compensated at the appropriate rate for each day subsequent to July 2, 1990. The Organization is not entitled to this relief in this form. The position of Chief Train Dispatcher and the work of the position are exempt from the Agreement. The Organization is entitled to have a Dispatcher with seniority appointed to the position. The individual, after appointment would not be subject to the provisions of the Dispatcher's Agreement, with respect to wages, etc. Thus, the Organization is not entitled to relief predicated on the basis that its members lost work opportunities because of the appointment of an individual without Dispatcher seniority to a position actually performing the duties of the Chief Train Dispatcher.

The injury here to the Organization is the lost opportunity to provide relief for the Chief on one day per week, and for vacations and other absences, as provided in Rule 8. Notwithstanding what was decided in Third Division Award 28133, a fair reading of Rule 8 contemplates that a weekly rest day will be assigned to the Chief Train Dispatcher which rest day will be a part of the weekly schedule of a Train Dispatcher assignment. When Carrier changed the title of the Chief Train Dispatcher to that of Assistant Superintendent it deprived the Organization of this work opportunity. Accordingly, eligible Dispatchers are entitled to recovery of this lost work opportunity. Additionally, Dispatchers lost the opportunity to provide relief for annual vacations and other absences during this time.

Therefore the Board will allow one days pay per week, plus time for annual vacations and other temporary absences, whatever they may have been, to be paid to the senior qualified Dispatcher, as determined by a check of Carrier records.

In Public Law Board 5339, ATDD and Amtrak, Referee Fletcher again dealt with virtually the same type of case. In this dispute, the Chief Dispatchers in Philadelphia and Boston retired. Rather than replacing them with another rostered train dispatcher as required by the agreement, the Carrier appointed a "Manager Operations". The limited assessment of damages was consistent with Referee Fletcher's decision in Third Division Award No. 29719.

The claims in Dockets 1 and 2 both involve an identical issue; whether or not Carrier violated the Dispatcher's Agreement when it discontinued the Chief Train Dispatcher positions in its Boston (South) and Philadelphia dispatching offices, assigned some of the duties and responsibilities of the abolished positions to newly created Assistant Chief Train Dispatcher positions and incorporated other of the remaining duties and responsibilities in newly established Manager-Operations positions. Because the issue and arguments in both cases are identical, both dockets will be disposed of in a single award.

The Organization argues, *inter alia*, that while the position of Chief Train Dispatcher is excepted from its Agreement, Carrier is obligated by the terms of the Agreement to make any permanent assignments to the position from the ranks of Train Dispatchers. Further, that relief for Chief Train Dispatchers for rest days, annual vacations and other periods of absence must be from qualified Dispatchers in the office. It contends that Chief Train Dispatcher duties are specifically reserved to employees with Train Dispatcher seniority, both by the specific language of the Agreement and many years of custom, practice and tradition on this property.

ATDA further argues that a comparison of the position descriptions of Chief Train Dispatcher and that of Manager-Operations indicates that the two are practically identical. And Carrier is not privileged to replace a Chief Train Dispatcher with a Manager-Operations simply to evade the application of the Agreement.

...only Dispatchers are eligible for permanent assignment to a Chief Train Dispatcher vacancy. Two weekly rest days must be assigned to each Chief Dispatcher and the rest

days are to be worked by other Dispatchers. The same relief procedure is required for vacations and other absences. Thus, it would seem that Carrier is not privileged to replace Chief Train Dispatchers with managers with different titles and still be in compliance with the letter as well as the spirit of the Agreement.

...Carrier is privileged to appoint as many Manager-Operations as it deems appropriate and fill the appointments with any individuals it selects. However, it cannot assign Chief Dispatcher duties (that are included with the Scope of the Dispatchers' Agreement by the explicit language of the Agreement and/or by tradition, custom and practice) to occupants of these positions, as it has agreed that Chief Dispatchers positions (and necessarily the work of Chief Dispatchers positions) will only be filled by individuals with Train Dispatcher seniority. It is recognized that the position of Chief Train Dispatcher is excepted from the Agreement, however, notwithstanding this exception, Carrier has agreed (as is the case on many other Carriers) that candidates for appointment to the position will be selected exclusively from individuals with Train Dispatcher seniority. AMTRAK cannot circumvent this requirement by merely changing the title of the job, assigning additional management responsibilities and arguing that the Chief Train Dispatchers positions no longer exist.

The facts demonstrate that the two newly established Manager-Operations positions are in fact replacements for Chief Train Dispatchers positions. Both are now performing duties that previously were performed by Chief Train Dispatchers. Carrier has agreed with ATDA that the individual assigned to perform Chief Train Dispatcher duties, while excepted from the Agreement, would be drawn from the ranks of Train Dispatchers. When a Manager-Operations performs this service the ATDA Agreement is not being followed.

Both claims have merit, they will be sustained.

The Organization has requested a complex remedy for these violations. The Board finds this remedy as inappropriate in several respects. For example the Organization is not entitled to compensation for each date that someone other than a Train Dispatcher worked as a Manager-Operations. Had appointments been made to the Chief Train Dispatcher in the Boston (South) and Phila-

delphia offices the appointee would have been excepted from the Agreement. After the appointment other Train Dispatchers in the office would have no entitlements to the work except that specifically provided in the Agreement - rest days, vacations and other periods of absences. This would then seem to make a remedy similar to that provided in Third Division Award 29719 appropriate here. Therefore the Board will allow two days pay per week, plus time for annual vacations and other temporary absences, whatever they may have been, to be paid to the senior qualified and eligible Dispatcher, as may be determined by a check of Carrier records.

Claims in Dockets 1 and 2 are sustained as provided above.

In another dispute (Award No. 29893) involving ATDD and Amtrak, Referee Vernon reviewed the question of whether or not a reprimand issued as discipline to a legitimately ill employee was justified.

This award upholds the issuance of the reprimand. It is a fine example of the injustice suffered by a truly sick employee who is unable to work through no fault of his own. It further serves as an example of the lack of concern this carrier has for the welfare of its employees.

With respect to whether the Carrier has met its burden of proof, the burden of proof is entirely upon the Carrier to prove by substantial and competent evidence of probative value that the employee is guilty of the accusation against him.

The Carrier submits that the evidence clearly established that Claimant was excessively absent as charged. At the time of the July 28 counseling, Claimant had been absent on 19 occasions (32 days) during 1988. As a result of six additional absences (eight days) on November 21, 1988, Claimant received a written warning. The Carrier argues that this is clearly excessive absenteeism.

The Organization contends that the provisions at issue do not require an employee to do anything except present himself for review/warning and counselling sessions, which the Claimant did. The paragraphs specify only that "the employee shall be ad-

vised, in writing, to improve his or her attendance and that failure to do so may result in disciplinary action," and under certain conditions, "formal disciplinary action may be instituted."

The Organization's argument is that the way the policy is worded, it merely provides guidelines for the procedures the Carrier must follow, but does not mandate any particular attendance requirements on the employee. The Organization also argues that the provisions do not specifically state what constitutes excessive absenteeism.

While the policy is in language which describes actions which the Carrier may take in response to certain employee actions, rather than stating what an employee can and cannot do, the Board finds that the policy is clear with respect to the number of absences an employee may be warned and disciplined for. We are also persuaded by the fact that the Claimant testified that he understood the absentee policy and was warned about possible repercussions of future absences.

The Organization argues that the policy fails to differentiate between employees absent due to bona fide illness and employees absent without excuse. We are presented with varying Award opinions regarding excessive absenteeism and how this relates to absence due to legitimate illness.

In Third Division Award 28216 the Board held that implementation of discipline for excessive absenteeism requires fair and thoughtful determination as to what constitutes "excessive" and this information must be communicated to employees. The Board went on to hold that even if this is met, a fundamental premise for discipline is that an employee has it within his control to modify or improve his attendance. The Board also held that application of disciplinary action against a chronically and legitimately sick employee is unreasonable.

In Award 32 of Special Board of Adjustment No. 910, the Board held that provisions for sick leave benefits in an Agreement are not unquestionable authorization for employees to be absent. The Board concluded that the Carrier can take into account absences which occur beyond the scope of the Time Limits Rule of the Agreement. The Board also concluded that the Carrier is not precluded from considering excused and legitimate absences when determining that an employee is guilty of excessive absentee-

ism.

In Third Division Award 27972, the Board stated:

"Even assuming that each allegation of Claimant's illness is true, this Board has long held that there may come a time when an employer need no longer countenance excessive absenteeism on the part of an employee."

Most important, however, is the fact that Policies and Procedures No. 2, at issue in this case, was found to be reasonable and not violative of the Sick Leave Agreement existing between the parties in Public Law Board No. 4616, Award 1.

This Board does not agree with the Carrier that absences occurring prior to the issuance of the Rule can be used in the charge (June 11 and 12, 1988). While, as part of Claimant's attendance record they can be used as evidence of past absences, they cannot be used in the specific charge alleging a violation of Policies and Procedures No. 2. However, even without these absences, there are still enough absences which occurred after the issue date of the policy (June 13, 1988) to constitute a violation of the policy.

As for the question of discipline, a reprimand is not disproportionate given the amount of absences. Moreover, the Claimant was warned twice about his absenteeism and testified that he understood the policy and the repercussions of continued absence.

Accordingly, the claim is denied.

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WASHINGTON (PAI)—Two Illinois projects have received mortgages totaling \$24 million from a union-oriented investment account operated by the Union Labor Life Insurance Co. Issued through the "J Is For Jobs" union pension investment fund, a \$20 million mortgage was issued for an insurance company's headquarters in Lincolnshire, Ill., and \$4 million was issued for a large apartment complex in Springfield, Ill. Both mortgages were issued on the condition that all construction work on the two projects be done by union contractors. Among the unions whose pension funds were invested are the Bricklayers, the Painters, the Iron Workers, the Roofers, the Sheet Metal Workers and the Electrical Workers.

## LEADERSHIP MEET

Leadership of virtually all of Rail Labor met last week for two days to plan a coordinated strategy for the '95 round of negotiations. Although there is a full year until negotiations can formally commence, a spokesman for the rail labor chiefs stated:

It is critical that Rail Labor begin preparing immediately for the next round of negotiations. We owe a duty to our memberships to function in a unified manner and coordinate our bargaining strategy and tactics in order to win the best possible contract during the '95 round. We must prepare early and be ready, so that there is a rapid and favorable result. Our research directors, at our instruction, have commenced gathering data and have issued the first-ever intercraft research report. We will continue meeting and making preparations.

The union leadership at the meeting represent more than 200,000 rail workers in the United States.

Those in attendance, are pictured below.



- 1st row L - R      R. J. Irvin - ATDD / BLE, J. Stringer - IBB&B, N. D. Schwitalla - IBEW, Niel Gladstein - IBEW, Issac Monroe - HERE, John Czuczman - TWU.
- 2nd row L - R      Rich Johnson - TCU / CARMEN, George Gavalla - BRS, W. D. Pickett - BRS, D. C. Buchanan - SMWIA, C. V. Monin - BLE, L. A. Parmelee - ATDD / BLE, Sue Creswell - BMWE, Lynn Underwood - BMWE.
- 3rd row L - R      Joel Parker - TCU, Frank Ferlin - TCU, R. A. Scardelletti - TCU, R. P. McLaughlin - BLE, Bill Keppen - BLE, Mac Fleming - BMWE, Bill Bond - BMWE, Peter Rachleff, Manchester College, Joel Myron - BMWE

## WASHINGTON WINDOW

## Stories of Pain Demand OSHA Reform

Clemente Toledo was not typical of the expert witnesses and well-heeled lobbyists who regularly testify at Senate hearings. Toledo was not sitting at a microphoned witness table to have his picture taken, to hear himself talk. He was there to tell the mighty U.S. Senate that people were dying due to the federal government's failure to protect its own employees.

He was there to tell the senators about his brother Frank.

At a Senate Labor and Human Resources subcommittee hearing Oct. 5, Toledo and several other public and private sector workers told the panel that comprehensive Occupational Safety and Health Act reform (S. 575) is desperately needed: that the federal government should hold itself to OSHA standards; that OSHA enforcement must be given teeth; and that federal and state laws need to include felony charges for owners and managers who allow workers to die at the workplace through wanton negligence.

Toledo managed through tears and broken English to tell the subcommittee he had to identify his brother by his belt buckle after Frank was burned to death while working as a U.S. Forest Service firefighter in New Mexico.

Frank and Clemente were both working as firefighters—under trained and poorly equipped—in April at a controlled burn outside Santa Fe when Forest Service managers decided to speed up the project and dumped explosives into the burn area, causing the fire to spread rapidly out of control. The Forest Service managers didn't warn the ground crews beforehand, didn't call in backups, and didn't sound retreat when the controlled burn turned into an inferno.

"Then, for a second, the wind shifted the smoke, I turned and looked up where I knew Frankle was," Clemente told the subcommittee. "Then I saw a ball of fire sweeping over the hill. After about three hours, the Forest Service officials returned and told me that they had found a body. . . Frankie's legs and clothing were gone and his arms were all curled up—I was only able to identify him by his belt buckle and knife."

Although OSHA had issued 13 notices of serious violations following the April disaster, it had no authority to prevent the Forest Service from stonewalling investigators and removing evidence from the scene or to force the Forest Service to change its ways to prevent future disaster. This is because Federal agencies are not covered under the 1990 OSHA law.

The subcommittee also heard riveting testimony from Lisa Eilar, whose brother Steve was crushed to death by a 1,300-ton stamping press while working at American Bumper and Manufacturing Co. in Michigan in 1991. Although Steve had only worked with the press for three days, he was the "senior operator" of the press the day he died.

Lisa Eilar said that her brother had complained to the foreman that the press "was cycling on its own. . . and his fear that it would injure or kill workers if it wasn't repaired. He said the foreman told him to get back to work and to unload the press of its car bumpers when it completed its cycles."

The company had an order to fill for Ford Motor Co., Steve said the foreman told him, so the press continued to run at capacity—until Steve and another worker were killed.

"Only greed and expediency, and a total disregard for worker safety, can explain the company's continued use of such an obviously defective and dangerous piece of equipment," Eilar said.

Michigan safety inspectors found 216 separate violations by American Bumper, including 11 "willful/serious" violations involving the press that killed Steve Eilar.

Since the 1991 incident, state investigators have returned to the plant at least three other times to investigate near-deadly situations as American Bumper continues to place its workers in peril, Eilar said. And yet, the company has only received pocket-change fines and there have been no criminal prosecutions to stop them, she said.

"I learned through death that OSHA, though good in intent, is a toothless tiger," she added. "I've learned that American workers are given no protections under the law and that America's most wanted are not common criminals but corporate managers."

Sen. Howard Metzenbaum (Ohio), chairman of the labor subcommittee, seethed with anger while listening to the horror stories.

"This Senator is sick and tired of 12 years of no action on this," said Metzenbaum, who urged stronger support for pending OSHA reform legislation from the Clinton Administration.

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### Warn Law Still Doesn't Give Most Workers Advance Layoff Notice

WASHINGTON (PAI)—Five years after its passage, a law requiring companies to give workers advance notice of layoffs has produced almost no improvement, a study showed.

A University of South Carolina study revealed that the Worker Adjustment and Retraining Notification (WARN) Act of 1988 has failed to provide most laid-off workers with advance notice.

The law, passed over the strenuous objections of then-President Ronald Reagan, was designed to give workers at companies with at least 100 employees a guarantee of 60 days' notice before a layoff so they could find new jobs or get retrained.

However, huge loopholes in the law and the lack of an enforcement mechanism have made WARN virtually useless, the study found. In the three years

following its passage, 8.2 percent of laid-off workers have received more than one month's notice; in the five years before WARN, 8.6 percent of workers received at least 30 days' notice.

The current law only applies to companies with 100 or more employees and to layoffs where more than one-third of the work force at a particular operation is getting the axe. It also exempts companies in distress that are trying to find buyers or funding or are hit with unforeseeable blows like natural disasters.

Another problem with WARN is it doesn't give any federal agency the ability to enforce the law, leaving only the civil court system as a means of fighting abrupt layoffs.

Sen. Howard Metzenbaum (Ohio) and Rep. William Ford (Mich.)—who co-sponsored the WARN bill only to see it whittled down to its weakened state before its passage in 1988—have said they'll propose amendments to it this year to give it more teeth.

Markley Roberts, who tracks plant closings and major layoffs for the AFL-CIO, said the federation would like to see more notice given, we'd like some enforcement beyond civil lawsuits—"that's an expensive, cumbersome and totally ineffective way of enforcing the law," Roberts said. "We also think there ought to be a lot more information given to workers, unions and local communities about the existence of the law."



## RRB NOTES

### APPLYING FOR A RAILROAD RETIREMENT ANNUITY

*By R. L. Rafferty, Secretary-Treasurer*

Retirees want to begin receiving their annuity payments from the Railroad Retirement Board as soon as possible, and delays can be avoided if a prospective retiree knows what steps to take and what documents are required when applying for benefits. The following questions and answers describe these procedures for persons planning to retire.

#### **1. How are railroad retirement annuity applications filed?**

Applications may be filed at one of the Railroad Retirement Board's field offices, or with a traveling Board representative at an itinerant point. Prospective retirees may also file annuity applications by telephone and mail without having to visit a field office or an itinerant point. Applicants filing by telephone receive the same information and instructions that are provided to those filing in person. Forms requiring signatures and other documents are then handled by mail.

#### **2. Can an application be filed prior to a person's actual retirement date?**

The Board accepts annuity applications up to three months in advance of an annuity beginning date. Advance filing allows the Board to complete the processing of most new claims by a person's retirement date, so that most applicants who file early should receive all benefits due about 30 days after their actual retirement. However, applications for employee disability annuities should not be filed until an employee is no longer in compensated service. Compensated service includes the receipt of pay for time lost, some wage continuation payments, or any other employer compensation precluding the payment of railroad retirement benefits.

To expedite filing, applicants are encouraged to call ahead to schedule an appointment for an interview with a Board representative. By so doing, they can also be sure that they meet all of the eligibility requirements and have the necessary documents to support their application. A Board representative can also explain their benefit rights and responsibilities and answer any railroad retirement questions they may have.

To locate the nearest Board field office, applicants should look in the telephone directory under "United States Government," or check with their local union official, rail employer, post office, or Federal Information Center. Most Board field offices are open to the public from 9:00 a.m. to 3:30 p.m., Monday through Friday.

#### **3. What are some of the documents required with an application?**

- All applicants have to furnish proof of their age.
- All applicants should be prepared to furnish the notice of any social security benefit award or other social security claim determination.
- An employee must submit information regarding any other Federal, State or local government pension they also qualify for.
- An employee or survivor filing for a disability annuity is required to submit supporting medical information. He or she may also be asked to take special medical examinations given by a doctor named by the Board. If an employee disability applicant is receiving worker's compensation or public disability benefits, notice of such payments must be submitted.
- An employee will have to furnish proof of any military service claimed.
- A spouse or divorced spouse applying for a railroad retirement annuity must furnish proof of marriage to the employee. A divorced spouse must furnish proof of marriage and divorce from the employee, as well as proof that any

subsequent marriages have terminated.

- A spouse, divorced spouse or survivor also qualified to receive a public service pension must submit information regarding that pension.

A booklet, "Furnishing Evidence to Support Your Claim" (Form RB-3), gives detailed information as to the types of proofs that are required when filing for an annuity, as well as sources from which these documents can be obtained. The booklet is available free of charge at any Board office.

#### **4. Do disability annuities take longer to process than annuities based on age?**

For disability annuities, no payment is made until all medical evidence has been evaluated. Consequently, an annuity based on disability takes longer to process than an annuity based on age and service. Currently, the processing time, from filing to the rendering of a decision, averages about three to five months. In any case, a waiting period of five months is required after the onset of disability before disability annuity payments can begin.

#### **5. What is the retroactivity of a railroad retirement application?**

The retroactivity of a railroad retirement annuity application is limited to one year for disability annuities and six months for full age annuities. There is generally no retroactivity for reduced age annuities. Also an employee and spouse must be age 60 or 62 for a full month before a reduced age annuity can be paid; and a spouse must be age 60 for a full month before an unreduced annuity can be paid.

#### **6. Are retiring railroad employees required to relinquish their rights to their railroad jobs?**

An employee annuity *based on age* cannot be paid until the employee stops railroad employment *and* gives up any rights to return to work for a railroad employer. However, while a disabled employee must stop working, job rights are not relinquished until he or she

becomes eligible for a supplemental annuity, attains age 65, or his or her spouse files for an annuity, whichever is earliest. And, regardless of age and/or earnings, no railroad retirement annuity is payable for any month in which a retired employee, spouse or survivor works for a railroad.

Railroad retirement annuitants may work in non-railroad employment, but benefits may be reduced if a beneficiary under age 70 works after retirement and earnings exceed annual exempt amounts. Additional earnings deductions are assessed if a retired employee or spouse works for his or her last pre-retirement non-railroad employer, regardless of age or the level of earnings.

Special restrictions also apply to any earnings by disabled employees.

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## **Preventing Railroad Retirement Benefit Overpayments**

Rights to benefits under the Railroad Retirement Act also carry responsibilities for reporting events that may affect the payment of these benefits to the employee or to members of the employee's family. The Railroad Retirement Board informs annuitants of events they are obligated to report; and, if an annuitant does not comply, benefit overpayments can occur that have to be repaid, sometimes with interest and penalties.

The major events that can affect the payment of a railroad retirement annuity and, when not promptly reported, result in benefit overpayments are:

- social security or certain other benefit awards, and changes in the amount of such benefit payments,
- post-retirement work and earnings,
- changes in marital status or a child leaving the care of a spouse or widow(er),
- the death of an annuitant.

The following questions and answers describe how these events affect rail-

road retirement benefits and what annuitants should do, if they occur, to prevent overpayments.

**1. What causes the greatest number of railroad retirement annuity overpayments?**

The single greatest number of overpayments results from social security awards.

A portion of a railroad retirement annuity, known as tier I, approximates a social security benefit, based on railroad retirement and social security credits, and is consequently reduced by the amount of any social security benefit also payable to the annuitant. Since 1975, if a railroad retirement annuitant is also awarded a social security benefit, the Social Security Administration determines the amount due, but the combined monthly dual benefit payment is issued by the Railroad Retirement Board after the necessary reduction in the railroad retirement annuity.

*A person should notify the Board when he or she files for social security benefits. If the Social Security Administration begins paying benefits directly to a railroad retirement annuitant, or a person eligible for future railroad retirement benefits, without coordinating those benefits through the Board, that person should also notify a Board field office immediately.* This frequently occurs when a railroad employee's spouse or widow is awarded social security benefits not based on the employee's earning.

*Also, annuitants who are receiving their social security benefits directly from the Social Security Administration must notify the Board if their social security benefits are subsequently increased for any reason other than annual cost-of-living increased, such as a recomputation to reflect post-retirement earnings.* As such recomputations are usually retroactive, they can result in substantial overpayments.

While such social security benefit information is eventually provided to the Railroad Retirement Board as a result of

routine information exchanges between the Board and the Social Security Administration, it will generally not be in time to avoid a substantial benefit overpayment.

**2. What other benefit payments, besides social security benefits, require dual benefit reductions in railroad retirement annuities and should be reported to the Board?**

For retired employees first eligible for a railroad retirement annuity and a Federal, State or local government pension after 1985, a reduction may be required for receipt of a public pension based, in part or in whole, on employment not covered by social security after 1956. This also applies to certain other payments not covered by social security, such as payments from a non-profit organization or from a foreign government or a foreign employer. If an employee is receiving a disability annuity, benefits may also, under certain circumstances, be reduced for receipt of worker's compensation or public disability benefits.

A portion of a spouse or widow(er)'s annuity may also be reduced for receipt of any Federal, State or local pension separately payable to the spouse or widow(er) based on her or his own earnings, unless the employment on which the public pension is based was covered by social security on the last day of public employment.

*If annuitants become entitled to any of the above payments, they should promptly notify the Board. If there is any question as to whether a payment requires a reduction in an annuity, a Board field office should be contacted.*

**3. What other event is a major cause of railroad retirement overpayments?**

Unreported post-retirement work and earnings in nonrailroad employment are the second greatest cause of overpayments in railroad retirement annuities. Like social security benefits, certain railroad retirement benefits paid

to annuitants who are under age 70 are subject to earnings deductions if post-retirement earnings exceed certain exempt amounts, which increase annually. Annual earnings in 1993 up to \$10,560 for those ages 65-69 and \$7,680 for those under age 65 are exempt from deductions.

*Annuitants who work after retirement and expect that their earnings for a year will be more than the annual exempt amount must promptly notify the nearest Board field office and furnish an estimate of their expected earnings.* This way their annuities can be adjusted to take the excess earnings into consideration and prevent an overpayment. Annuitants whose original estimate changes significantly during the year, either upwards or downwards, should also notify the Board.

In addition, retired employees and spouses who work for their last pre-retirement nonrailroad employer are subject to additional earnings deductions, which apply even if earnings do not exceed the annual exempt earnings limits and continue to apply after the attainment of age 70. *Retired employees and spouses should therefore promptly notify the Board if they return to employment for their last pre-retirement nonrailroad employer, or if the amount of their earnings from such employment changes.*

#### **4. How do post-retirement earnings affect disability annuities?**

Special restrictions limiting earnings to \$400 per month, exclusive of disability-related work expenses, apply to disabled railroad retirement employee annuitants.

In any case, work performed by a disabled annuitant may be considered an indication of an individual's recovery from disability, regardless of the amount of earnings. *Therefore, any earnings by a disability annuitant must be reported promptly to avoid potential overpayments.*

These disability work restrictions ap-

ply until the disabled employee annuitant is age 65, when the annuitant becomes subject to the work and earnings restrictions applicable to employee annuities based on age and service. This transition is effective no earlier than age 65 even if the annuitant had 30 years of service.

#### **5. What effect does railroad work have on an annuity?**

*No railroad retirement annuity is payable for any month in which an employee, spouse or survivor annuitant performed compensated service for a railroad or railroad union.* This includes local lodge compensation totaling \$25 or more for any calendar month. Employees born before September 2, 1916, who work for a railroad or railroad union after certain dates would have their supplemental annuities permanently terminated.

#### **6. What are some other events that can affect the payment of auxiliary beneficiaries, such as spouses and widow(er)s, that should be reported?**

A spouse, or divorced spouse, must immediately notify the Board if the railroad employee upon whose service the annuity is based dies. A spouse must notify the Board if her or his marriage ends in divorce or annulment and a divorced spouse must notify the Board if she or he remarries.

Also, benefits paid to spouses, widow(er)s and surviving divorced spouses that are based on the beneficiary caring for an unmarried child of the employee are normally terminated by the Board when the child attains age 18 (16 for a surviving divorced spouse) or if a disabled child over age 18 (16 for a surviving divorced spouse) recovers from disability. However, the Board must be notified if the child leaves the beneficiary's care or marries.

#### **7. What should be done when a railroad retirement annuitant dies?**

Survivors should notify the Board immediately upon the death of any re-

tirement or survivor annuitant. Payment of a railroad retirement annuity stops upon an annuitant's death and the annuity is not payable for any day in the month of death. This is true regardless of how late in the month death occurs and there is no provision for prorating such a payment. Any payments received after the annuitant's death must be returned. The sooner the Board is notified the less chance there is of payments continuing and an overpayment accruing. The Board would also determine whether any survivor benefits due are payable by the Board, or the Social Security Administration.

*Continued receipt of a deceased annuitant's benefit payments may be considered fraud subject to prosecution.*

**8. Would imprisonment have any effect on the payment of a railroad retirement annuity?**

The portion of the railroad retirement annuity approximating a social security benefit is not payable if an annuitant has been convicted of a felony and imprisoned; continued receipt could lead to further legal difficulties.

**9. How can an annuitant find out if an event might affect his or her railroad retirement benefit payments?**

Annuitants should contact the nearest field office of the Board for information. If they write they should be sure to include their railroad retirement claim number. *In any situation, the best rule of thumb is "If in doubt—report."* The field office can not only advise the annuitant as to how a particular event would affect benefits but, in many cases, can take any necessary action at the field office level.

## **Direct Deposit Program**

Each month, almost one million railroad retirement annuitants receive benefit payments from the U.S. Railroad Retirement Board. While many of the Board's annuitants still receive checks by mail, over half of them have their

payments automatically deposited directly into their checking or savings accounts through the U.S. Treasury's Direct Deposit Program.

Persons in the Direct Deposit Program don't have to be concerned about the mail being late or a check being lost or stolen. They don't have to go the bank or remail an annuity check to deposit it, and they need not worry about a check sitting in the mailbox when away from home. Those enrolled in the Direct Deposit Program begin to earn interest at once if the payments are deposited in an interest-bearing account, and their funds are available in their account the morning of the payment date. Also, Federal law limits the time allowed for cashing U.S. Government checks to one year. With Direct Deposit, beneficiaries don't have to be concerned over uncashed checks expiring.

The following questions and answers describe the Direct Deposit Program, as well as new procedures which make enrollment in the program even easier.

**1. I have had my railroad retirement check mailed to my home each month for years and never had any problem. If my check is ever lost or stolen, won't it be replaced promptly?**

The Railroad Retirement Board notifies the U.S. Treasury Department of the missing check and requests that a "stop payment" be placed against it. If the check has not been cashed, the Treasury generally issues a replacement within 30 days. However, if the check was stolen and cashed, an investigation is usually required before a replacement check can be issued, and these investigations can take a considerable amount of time. In either case, a missing check can cause considerable inconvenience, if not hardship, for a beneficiary.

**2. How do I enroll in the Direct Deposit Program?**

Since September 1992, you may telephone, write or visit the nearest Board field office to initiate Direct Deposit or to

make Direct Deposit-related changes without visiting your financial institution and without completing the "Direct Deposit Sign-Up Form" or mailing it to the Board for processing. If you visit a Board field office, be sure to have a personal check, bank statement, or some other banking document with you, as well as your railroad retirement claim number.

You may also still enroll in the program through your financial institution by taking your next check from the Board to the bank, savings and loan, credit union or other financial institution where you have a checking or savings account. In such a case, it is important that you have your railroad retirement check with you so that all the necessary information can be entered correctly on the authorization form. The financial institution will send the completed form to the Board for processing and will give you a copy for your own records.

Regardless of how you enroll, for verification purposes you will be issued a letter confirming enrollment or the type of change requested, the financial institution involved, the account number, and the date of the first payment affected by the change.

### **3. How long will it take for Direct Deposit to begin after I apply for it?**

Generally, if you enroll in Direct Deposit through a Board field office during the first two weeks of the month, your payments will start being automatically deposited in your checking or savings account on or about the first of the next month.

If you enroll through your financial institution, it will take about 30 to 60 days for Direct Deposit to begin.

### **4. Will I still receive any mail from the Board at home?**

Even though you're enrolled in Direct Deposit, any letters or notices from the Board will still be sent to your home or mailing address. Therefore, Direct Deposit enrollees must keep the Board

informed of their current home address. *If you have moved since you signed up for Direct Deposit, but did not notify the Railroad Retirement Board of your address change, you should do so as soon as possible.*

### **5. I'm already enrolled in the Direct Deposit Program, but I'd like my payments deposited in a different bank. How can I have this done?**

The simplest way is to once again contact your nearest Board field office and request that your payments be sent to a different bank. But, do not close the old account until your annuity payments have begun to be deposited in your new account.

### **6. If I plan to enroll in the Direct Deposit Program but later change my mind, how can I have my checks sent to my home again?**

Simply notify your nearest Board field office that you wish to cancel your enrollment in the Direct Deposit Program. As with a change in banks, do not close your account until you begin receiving your checks at home.

### **7. What if I don't have a bank account?**

If you do not have a bank account, you might want to consider opening one now, so that you do not miss out on the advantages of Direct Deposit. Some financial institutions may give you a free checking or savings account when you use Direct Deposit. Some may pay you interest on your account. Be sure to compare the services in your area.

### **8. How can I get additional information on the Direct Deposit Program?**

You should contact the Railroad Retirement Board field office nearest you. To locate the nearest Board field office, you should look in the telephone directory under "United States Government," or check with your local union official, rail employer, post office, or Federal Information Center. Most Board field offices are open to the public from 9:00 a.m. to 3:30 p.m., Monday through Friday.

### **TDD Phone Number at RRB**

The Railroad Retirement Board is reminding annuitants and railroad employees who are hearing-impaired that it maintains a TDD (Telephone Device for the Deaf) phone number at its Chicago headquarters.

Hearing-impaired individuals with questions about the retirement-survivor or unemployment-sickness benefits paid by the Board, and who have TDD-equipped telephones, can call the Board's headquarters at (312) 751-4701, Monday through Friday.

### **Retiree Earnings Limits To Rise**

Railroad retirement annuitants who work after retirement can earn more in 1994 without having their benefits reduced, as a result of increases in earnings limits indexed to average national wage increases.

Railroad retirement annuities generally consist of tier I and tier II benefits and may include certain vested dual benefit payments and/or supplemental annuities. Like social security benefits, railroad retirement tier I benefits and vested dual benefits paid to employees, spouses, and survivors are subject to earnings deductions if post-retirement earnings exceed certain exempt amounts. For those under age 65, the exempt earnings amount rises from \$7,680 in 1993 to \$8,040 in 1994. For beneficiaries ages 65 through 69, the exempt earnings amount rises from \$10,560 in 1993 to \$11,160 in 1994.

For those under age 65, the earnings deduction is \$1 in benefits for every \$2 of earnings over the exempt amount. For those ages 65-69, the deduction is \$1 for every \$3 of earnings over the exempt amount. But, a railroad retirement spouse annuity is subject to reductions not only for the spouse's earnings, but also for the earnings of the

employee on whose service the spouse annuity is based.

A special rule applies to earnings for one year, usually the first year of retirement. Under this rule, a full annuity can be paid, regardless of annual earnings, for any month in which a person is "retired" and monthly earnings do not exceed a certain limit. In 1994 these monthly limits are \$670 for beneficiaries under age 65, or \$930 for those ages 65-69.

Earnings consist of all wages received for services rendered, plus any net earnings from self-employment. Interest, dividends, certain rental income or income from stocks, bonds, or other investments are not considered earnings for this purpose.

These tier I and vested dual benefit earnings limitations do not apply to any annuitants age 70 or older, starting with the month in which they are 70. Regardless of age and/or earnings, no railroad retirement annuity is payable for any month in which an annuitant (retired employee, spouse or survivor) works for a railroad.

Retired employees and spouses who work for their last pre-retirement nonrailroad employer are subject to an additional earnings deduction, which does not change from year to year. Such employment will reduce tier II benefits and supplemental annuity payments, which are not otherwise subject to earnings deductions, by \$1 for each \$2 of compensation received, subject to a maximum reduction of 50 percent. The deductions in the tier II benefits and supplemental annuities of individuals who work for their last pre-retirement nonrailroad employers apply even if earnings do not exceed the tier I exempt earnings limits. Also, while tier I and vested dual benefit earnings deductions stop when an annuitant attains age 70, these tier II and supplemental annuity deductions continue to apply after the attainment of age 70. An employee's work for a last pre-retirement

nonrailroad employer will cause a concurrent reduction in the spouse's tier II.

The special restrictions which apply to disability annuitants also do not change in 1994. The amount disabled railroad retirement employee annuitants can earn without reducing their benefits is \$400 per month, exclusive of disability-related work expenses. While a disabled employee's annuity is not payable for any month in which he or she earns more than \$400 in any employment or self-employment, withheld payments will be restored if earnings for the year are less than \$5,000. Otherwise, the annuity is subject to a deduction of one month's benefit for each multiple of \$400 earned over \$4,800 (the last \$200 or more of earnings over \$4,800 counts as \$400). However, if a disabled annuitant works after retirement, this may also raise a question of the amount of earnings, and must be reported.

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### 1994 Railroad Retirement Taxes

While regular railroad retirement tax rates are not changed for 1994, the amounts of compensation subject to these payroll taxes are scheduled to increase in January 1994 as a result of indexing to average national wage increases.

The railroad retirement tier I tax rate of 7.65% for employers and employees, which is the same as the social security tax and for withholding and reporting purposes is divided into 6.20% for retirement and 1.45% for Medicare hospital insurance, remains the same. However, the maximum amount of an employee's earnings subject to the 6.20% rate will increase from \$57,600 in 1993 \$60,600 in 1994, while the maximum on earnings subject to the 1.45% Medicare rate, \$135,000 in 1993, will be lifted so that all of an employee's compensation is subject to the Medicare tax in 1994.

The maximum amount of earnings subject to the railroad retirement tier II tax of 4.980% on employees, and 16.10% on employers, will increase from \$42,900 to \$45,000.

In 1993, the regular railroad retirement tax on an employee earning \$57,600 was \$6,508.50 and the employer's regular railroad retirement tax on such an employee was \$11,313.30. In 1994, the railroad retirement tax on an employee earning \$60,600 will \$6,840.90 compared to \$4,635.90 under social security, and the employer's tax will be \$11,800.90.

The rate of the supplemental railroad retirement annuity tax also paid by rail employers is determined quarterly by the Railroad Retirement Board.

Employers also pay basic railroad unemployment insurance taxes, which are experienced rated by employer. In 1994, the basic unemployment insurance tax rates on railroad employers will range from a minimum of 0.65% to a maximum of 12% on monthly employee compensation up to \$840. New employers in 1994 will initially pay a basic tax rate of 6.06%, which is \$5.46 per month per employee in 1994.

A graduated surcharge which can be assessed in a calendar year depending on the balance in the Unemployment Insurance Account on the previous June 30 was not in effect in 1993, and will not be in effect during 1994 since the account balance was above \$100 million.

The temporary unemployment insurance loan repayment tax, which had been paid in addition to the basic employer tax, ended when the Railroad Unemployment Insurance Account's debt to the Railroad Retirement Account was fully repaid with interest at the end of June 1993. The Internal Revenue Service advised that railroad unemployment repayment taxes are not payable with respect to rail wages paid after June 30, 1993.

The railroad unemployment and sickness benefit programs are financed solely by payroll taxes on railroad employers; employees are not subject to these taxes.

## LETTERS

Bro. Rafferty:

Thank you very much for my 50 year pin. I sure was surprised to receive it. I will wear it proudly.

I was General Chairman September 1947 to March 1957 on the CNJ, then Chief Dispatcher March 1957 to October 31, 1965, my retirement date, with 49 years of service.

We moved trains by time table and train orders and track cars on form 49. Single track territory extra trains moved on 19 train orders and at meeting points used the 19 middle order for passenger trains.

On double track, when we had to run against the current of traffic, we moved the trains on a 19 train order against a 31, a lot of work.

I will be 93 on October 28. Still feeling good and very active every day.

Fraternally yours,

Lou Herring  
110 High St.

Eatontown, N.J.

- • -

Bro. Rafferty:

I just received my 50 year pin, appreciate it and will wear it with pride. It was something that I did not expect.

I was born on July 3rd 1921, at Crystal River Florida. My father worked as telegraph operator on the South Florida Division of the Seaboard Air Line Railroad. After I finished high school, the Chief Dispatcher told my father that if I would learn to telegraph he would give me a job. My next few months were spent studying and learning how to work on the railroad with no pay. On October 31st 1939, I went to work as messenger boy in QN relay office in Tampa. I worked the telephone switchboard then worked as

operator and agent at various places in and around Tampa. After getting a third trick operator job in Tampa, I was allowed to sit in with the train dispatchers and went to work as train dispatcher on July 26th 1943. I worked all different hours and jobs never leaving Tampa and retired as Assistant Chief Dispatcher from the CSX on May 30th 1986. Thanks to good operators and train crews that helped me, I never got in any trouble and no personal injury during my service.

Everything that I learned to get a job and keep it is not being used any more. Years ago the Seaboard Air Line went into one end of the phosphate mines and fruit and vegetable packing houses and the Atlantic Coast Line went into the other and we fought for every car of business. After the SAL and ACL merged this all changed and only one track was left and lines were consolidated so now a good share of the lines that I worked on have been taken up.

During World War II, I worked as hard as I ever worked. Every cow pasture in Florida was made into an air field and we had troop trains in and out all the time. I think that I worked for the railroad at the best time and enjoyed my work.

I joined Hillsborough Masonic Lodge NO. 25 F&AM in 1943 and, since retiring, play golf with The Divot Diggers of Egypt Shrine. Also, I attend the CSX Employees Golf Association that I first attended in 1952 when it was know as Seaboard Air Line Employees Golf Association. I have enjoyed my retirement as much as I enjoyed my work, keeping busy and enjoying my family and grandchildren.

I was Office Chairman for several years. If you find any of this interesting and want to use it in The Train

Dispatcher that will be good and if not I will not be upset with you.

Fraternally yours,  
Robert R. Cribb  
3913 Inman Ave.  
Tampa, Florida 33609

- • -

Dear Brother Rafferty;

Thank you very much for the 50 year membership pin. I appreciate it along with your nice letter. I am very thankful and happy to have reached my golden anniversary of membership in an organization such as ours and still be in good health.

Yes, train dispatching in 1943 differed greatly from what it is in 1993. From 1943 until 1953 it was basically the same, all written train orders and messages sent to the telegraph-operator who delivered them to trains via a long stick with hoop to head end and short stick with hoop to rear. On second trick, 3:00 p.m. to 11:00 p.m., I would issue up to 70 or 80 train orders and numerous messages as we had several symbol fast freight trains, some with more than one section, several extras such as mine runs, steel trains and two locals. We had a busy line with several steel mills and coal strip mines and several other railroads using our line.

Then in the early 50's the situation started to change. First came the CTC-centralized traffic control which in addition to the main line was installed in most of the branches. Then came the radios, and the detectors for hot boxes-dragging equipment-broken rails etc. Along with all this the locomotive power was changed from steam to diesel and telegraphy was discontinued as I was the only telegrapher left on our line. I really missed the telegraph key as

with it I could reach operators on connecting lines to get quick information on coming trains.

I enjoyed my years on the railroad, 42 including 35 years as a train dispatcher. I retired at age 61 December 12, 1977, on account of a consolidation of two dispatchers offices (Rook station Pittsburgh, PA, to Brewster Station, Massillon, Ohio, N&W Office). I was the top man in seniority but didn't care to move on account of having too many involvements in the Pittsburgh, PA, area.

I missed three days work in the 42 years on the railroad on account of a sore throat.

I served two terms as General Chairman.

Thanks to the ATDA agreement, I received a severance pay or separation pay 1-18-78 in the amount of \$28,029.89

Fraternally Yours,  
Edward W. Sturges, Jr.  
2106 Swallows Hill Road  
Pittsburgh, PA 15220

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Bro. Rafferty:

I received my 50 year pin. I will be proud to wear it.

This was a very pleasant surprise.

Thank You  
Robert L. Miller  
18 Festival Drive  
Olmstra Twp, Ohio 44138

Dear Bro. Rafferty:

Thank you for the 50 year membership pin and your kind words. I will always be interested in railroading, dispatching in particular, and appreciate getting the Train Dispatcher magazine. I now live in a beautiful town in Mexico at the above address, but you will note that your records indicate a Laredo, TX address. Either address will reach me but the Mexican postal service, as does the U.S. Postal service, leaves a lot to be desired. From my Laredo address, which I use for all my periodicals, packages, etc. my mail is forwarded by private courier once a week. Please continue to use the Lardeo address for THE TRAIN DISPATCHER.

Naturally there are many memories of my working years, some pleasant, some not, many derailments, collisions, storms, etc., too numerous to enumerate. But the memories most cherished are of those fine people I have worked with—fellow Dispatchers, operators, trackmen, engineers, conductors, linemen, signalmen, and certainly many wonderful officials. I will never forget them. Truly, Railroad people are special in my book—the finest.

I have seen many changes in railroading, dispatching trains being just one of many. When I began there was no direct communication between the Dispatcher and trains. It was all done by telephone or Morse through operators located at stations 10 miles more or less apart (depending on the volume of traffic) relaying written orders and messages to the trains. The evolution of communication from telegraph to telephone to radio and CTC significantly changed the dispatcher's job, but I believe the change from steam to diesel power was equally significant. It eliminated the factor of water and fuel stops in keeping trains rolling.

A humorous incident comes to mind. Way back when, in the days of water stops, it was the fireman's job to go back, lower the spout and take on wa-

ter. This young fireman, anxious to please his "hoghead" and in too much of a hurry, rushed back to do his job and fell into the tender tank which had an opening big enough to fall through. When he failed to return in a reasonable time, the engineer went back to see what was wrong. He found the fireman treading water and splashing around trying to get out. The engineer assisted him out and gave him this fatherly advice: "I just wanted you to fill the tank son. I didn't expect you to tramp it down".

Another incident, potentially serious but also humorous involved a young operator who stammered badly. The more excited he became, the worse his stammer. We were working 3rd trick on a busy stretch of single track on the Willmar Division of the old Great Northern. He was a good operator, alert and conscientious and his speech impediment was normally no handicap. When things were going well with a little patience and understanding on the part of the dispatcher he did a first class job. But when he became excited words just wouldn't come out. On this particular night an eastbound extra, hustling to make the next siding to clear a superior train, stopped to take on water. On short time, apparently in too much of a hurry, the engineer whistled off and began moving before the fireman got the water spout clear of the tender and down came the standpipe, with water gushing from the broken standpipe like a geyser. The first thing I knew about what happened was when the telephone speaker emitted a loud and strange noise that sounded somewhat like a calf separated from its mother. A few seconds later another, then still another. After one or two more I recognized the words "Dispatcher Dassel" and I realized the voice of the operator at Dassel trying desperately to tell me something. I did my best to calm him and after a few minutes managed to get the story of what happened and take the necessary steps to get the gushing water shut off

and the track inspected to see if the fast forming ice had done damage. Fortunately, this story ended well.

Thank you for inviting me to share some thoughts with fellow dispatchers both active and retired through THE TRAIN DISPATCHER.

My very best wishes to all the officers and members and a personal greeting to the few still around who may have known me or worked with me in the past.

Sincerely yours,

Wallace C. Edburg  
Retired from B.N. in 1975  
APDO Post al No. 75  
San Miquel de Allende, Gto, Mexico

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Bro. Rafferty:

Thank you very much for the 50 year membership pin.

I retired from the BN RY in September 1978 and worked in the Northern Pacific office in Tacoma.

I worked with John Garber for a few years before he went to Chicago with the A.T.D.A.

In 1956 I was General Chairman and attended the National convention and had the pleasure of working there with John Garber and Dewey Geil.

I am still active at age 75. I play golf about twice a week and try to get in a little salmon fishing during the season. I have spent some time in Arizona and usually spend a month each winter in Kona, HI.

Fraternally yours,

Francis E. Ryan  
1046 Buena Vista Ave.  
Tacoma, WA 98466

Bro. Rafferty:

I want to thank you for my 50 year membership pin. So glad I was able to reach the Golden Anniversary of membership.

I had a stroke in 1980, 3 years after I retired, which left me partially paralyzed on my right side. We were living in Baltimore, MD, at the time. We moved to Winter Haven, Florida in 1983.

It was a great pleasure for me to have worked for the PRR - Penn Central, CONRAIL and AMTRAK.

I have many fond memories.

Thanks again

John A. Byrd Jr.  
689 Lake Howard Drive NW Apt 116  
Winter Haven, Florida 33880

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Bro. Rafferty:

I want to thank you very much for my 50 year membership pin from the A.T.D.A. I will wear it with pride. I realize I am proud to be a member of such a great organization. I started dispatching trains on the STLSW Cotton Belt when I was 20 years old and retired at 61. I have enjoyed my retirement very much. Back in 1943 we had no signals at all and trains ran on train order authority only. I remember one train order I issued that brought on lots of conversation, "Extra 817 North hold main track and meet First 17 at Van Duzer and Second 17 at Eagle Mills and Third 17 at Bearden and has right over southward trains except First, Second and Third 17 north Camden to Fordyce. JLC"

Extra 817 North went to Van Dozer, held main track and met First 17. They went to Eagle Mills and started down the main track and met Second 17 coming down main track so they backed up and headed in siding. They decided to go to Bearden and wait at the south switch to see if Third 17 headed in. In the meantime Third 17

waited at the north switch around a curve to see if the extra 817 north headed in. They finally met.

The next day the Superintendent issued instructions that we would not state at the top of the order who would hold main track but instead add to the bottom of the order who would hold main track at each location.

Some might enjoy reading about it.

Again thank you so much for my beautiful pin.

J. L. Callaway  
3201 Ark Highway 104  
Pine Bluff, AR 71602

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Bro. Rafferty:

I have received your letter enclosing a 50 year membership pin with great honor: It seems like only yesterday I became a train dispatcher in Tulsa, OK, and immediately joined the A.T.D.A. I have been a continuous member since that day.

I went to work in 1943 at Tulsa, OK, on the Southwestern division of the Frisco Railroad. This was in the middle of WW II and we were operating a lot of trains at that time, especially oil and empty tank trains between Texas and the East. There were also many Troop trains going in all directions during that period.

The division was broken down into several dispatching territories at that time. Monett Mo. to Afton, OK-Afton, OK (Where the Northern division connected) to West Tulsa-West Tulsa to Oklahoma City and on to Quanah, Texas, and also to Francis, OK and Francis, OK to Sherman, TX. All of the territory had automatic blocks except Oklahoma City to Quanah and Henryetta, OK to Denison, TX. All of the territory was dispatched with pen and ink using phones and "19" and "31" train orders except territory Oklahoma City to Quanah, TX, which was not only non

block but no PHONES and dispatching was by telegraph, which made it very slow. It was especially tough when a young operator was sent to protect a job and could do very little more than get his (or her) call on the telegraph wire.

We were working in a brick building in downtown Tulsa, with NO air conditioning. In fact, we did not even have a fan in office and it got HOT in the summer and sweat from your arms would smear train sheets. We were all working 8 hours per day 6 days per week and, due to shortage of dispatchers there were times when we worked several weeks in a row with no time off.

I stayed with the railroad long enough to see computer assisted train dispatching in ultra clean air conditioned offices before I retired, I was Day Trainmaster (Chief Dispatcher) when we installed our first CTC (Centralized traffic control) on the territory between Tulsa and Monett .

One day on the territory between Afton, OK and Tulsa, OK the train sheet indicated that there were 86 trains operated in 24 hours. This is quite a chore with hand thrown switches and train order dispatching on Single track territory. The only Double track we had was between East Tulsa and Sapulpa, about 20 miles.

I was "Promoted" to Night Trainmaster in 1947 and as it was a non Union job (it was titled night trainmaster instead of night Chief dispatcher to keep it out of union scope).

The hours were 7 p.m. to 7 a.m. 7 days per week except on rare occasion when day man would take a Sunday off and you got to relieve him (Still no air conditioning but did have fans by then).

I could ramble all day about experiences but can say they were all enjoyable. One of the most enjoyable parts were that during my career I was appointed as the management representative on the 1937 dispatchers dispute committee (There is a more legal name). While on this committee I worked with

and spent several days and nights with many of the A.T.D.A. officers and all of them were pleasant to be with. To name a few and hope the others forgive my memory: Former presidents Pfenning-Collins-Hilbert-Irving and vice presidents Bennett and Chandler I also met and had meetings with Bob Coutts so I had privilege with working with at least 5 presidents of this organization. Lots of fond memories.

Thanks again for the Pin and here is hoping this fine organization continues in its way for many many more years.

Sincerely:

J. C. Cowles #2729

7726 Briarwood

Broken Arrow, OK 74011



—CHEN JINGYUN, wife of Chinese labor activist Han Dongfang, accepts the 1993 George Meany Human Rights Award for her husband at the AFL-CIO 20th constitutional convention in San Francisco. Han, who was imprisoned for 22 months in China for organizing the country's first post-1949 independent trade union, was honored for risking his life to help his fellow Chinese workers gain their rights. From left to right: Chen; son Han Linfeng; and AFL-CIO President Lane Kirkland. PAI Photo Service.

## BEATEN JANITORS GET CALIFORNIA GOLD

LOS ANGELES (PAI) — The city of Los Angeles has agreed to pay \$3.5 million to 148 union janitors and community supporters who were beaten three years ago during a non-violent Justice for Janitors rally at Century City.

The settlement, one of the biggest ever awarded for police brutality charges, was approved in September by the L.A. City Council.

"Let this serve as a reminder that those who dare to violate the constitutional right of free speech ultimately will pay the price," said David Stillwell, the Service Employees Local 399 executive vice president, in a story in the California AFL-CIO News.

The 1990 beatings during a peaceful Justice for Janitors rally led to national attention to the plight of the workers who were trying to organize. Almost immediately following the beatings, a collective bargaining contract for 2,000 janitors was reached with the company that was being protested when the L.A. police attacked. The janitors now have contracts in about 75 percent of the central Los Angeles office buildings.

1994 Army Reunion - (49th)  
The 746th Railway Operating Battalion  
(All companies)

Date: June 21, 22, 23, 1994

Hotel: Sheraton Inn  
Crabtree Valley  
4501 Creedmore Road  
Raleigh, NC 27612  
919-787-7111

Reunion Host: Nolan Cooke  
513 S. Hughes Street  
Apex, NC 27502  
919-362-8489

## BUYING A HOUSE

*Steps to take and questions to ask before signing on the dotted line.*

If you're like most people, buying a house is the largest single investment you'll ever make. That's why having it professionally inspected before finalizing the deal is so important. If you buy, then find out later the plumbing is faulty or the foundation is cracked, you may end up paying a lot more than you bargained for.

### **Hire an expert.**

Even if you know a lot about housing and construction, it's important to have the inspection done by a trained professional. They know what to look for and have the advantage of being a disinterested third party. Many real estate companies will provide you with a list of home inspectors, or you can look in the yellow pages of your phone book. It's always a good idea to check references and credentials, and get several estimates.

In addition to a complete structural evaluation, a home inspection usually includes the heating and air conditioning systems, plumbing, electrical systems and insulation. With the information found in the inspector's report, you know the overall condition of the house and what repairs, if any, are necessary. You can then request that repairs be made before closing, or ask to have the estimated costs deducted from the selling price. But remember, the seller is under no obligation to do either.

### **Make sure radon levels are acceptable.**

You can ask to have radon levels measured as part of the home inspection, or you can do it yourself. Either way, it's important to know how much of this colorless, odorless gas is present.

Radon results from the natural breakdown of uranium in the soil, and moves upward into your home through cracks

and holes in the foundation. It is a known cause of lung cancer, and results in thousands of preventable deaths each year.

Testing for radon is a simple process. Depending on the type of test, it may take anywhere from 48 hours to 3 months to complete. Longer tests give a more accurate reading of your home's year-round radon average. But those taking only a few days still tell you if your current radon level is too high. Before buying, ask to see a radon test report. If a test hasn't been done, arrange for one to be performed.

## BUYING

If you're satisfied with the condition of the house, and radon levels are within acceptable limits, your concerns will probably turn to finances.

### **Ask questions about the money involved.**

- How much is needed as a down payment?

Between 5 and 10 percent of the selling price is typical.

- What closing fees are involved?

These may include charges for the title search and insurance, ownership transfer, and mortgage services. Ask who pays—the buyer or the seller. Usually it's the buyer's responsibility, but some costs may be shared.

- What are the annual property taxes and average utility costs?

Ask the owner or check with the local tax office and utility companies.

- Which type of mortgage will be best for you?

There are many different mortgage features available, such as adjustable interest rates and graduated payments. Shop around and ask lenders to explain each feature in detail so you can decide on a loan that best suits your needs.

Buying a house is a big investment. But putting in a little time and effort *before signing on the dotted line* can save you money and a lot of worry later.

## TWENTY-FIVE YEARS AGO

In the winter 1968 issues of THE TRAIN DISPATCHER, we find an article about the Golden Spike Centennial planned for the next year. The first transcontinental rail line in the United States, was completed on May 10, 1869. The Centennial Commission expects to sell 100,000 medals commemorating the event. . . Congress resumed after a month's recess, and railway unions stepped up a battle for action on legislation which would toughen and lengthen the procedures which must be complied with in train discontinuance applications. . . Featured the cover girl from the January 1930 issue of THE TRAIN DISPATCHER, Shirley Scneider. In 1930, her uncle Dick Scneider, a dispatcher in the Rock Island's Herington, KS, office, had the job of designing the covers. Shirley was about two years old at the time. Her father was L. M. Scneider, a machinist on the Wabash at Moberly, MO. . . President R. C. Coutts, writes, "Any change in our National administration calls for a reassessment of vitally important problems—both foreign and domestic. Those problems affect everyone in some degree. One problem of immediate and continuing concern to workers employed in industry is that of possible changes in policies and legislation affecting collective bargaining. . . A report from the Widows and Orphans Benefit Fund. It was dissolved pursuant to action of the Fund's members. Benefits were paid beneficiaries of deceased members through December 31, 1967. After discounting expenses, the balance was distributed on a pro-rata basis to the 305 members of the fund. . . From the Snicker's Page; "Is the doctor in?" inquired the caller. "No, sir," answered the doctor's 6 year old son. "Have you any idea when he will be back?" "I don't know, sir—he went out on an eternity case."

## FIFTY YEARS AGO

From the Winter 1943 issues of THE TRAIN DISPATCHER we find a report of Awards found in favor of dispatchers in nine claims against the M.K.T. RR growing out of that carrier's attempt to circumvent the Agreement by changing the title of Chief Dispatchers to that of Trainmaster. . . A letter from Bro. C.P. Lerch from the Punxutawney, office, B&O, strongly advising dispatchers to retire at age 65. . . Many articles from dispatchers not signed by name but with their membership number. . . The Honor Roll of 25-year members included 151 names. These were men who joined during the first few months of the Association's existence. Bro. A. J. Starks who retired from the Milwaukee Road in February 1921 is teaching telegraphy in the Aberdeen S.D. Commercial College. . . Senators Robert LaFollette of Wisconsin and Elbert Thomas of Utah are reported to have introduced legislation in Congress described as designed to protect the rights of labor and to preserve the right of laboring people to organize. . . " . . . The post office established zone or district numbers for all parts of the nation, such numbers to be shown between the name of the city and the state when addressing mail. The numbers, it is alleged, will speed up the handling and delivery of mail. . . Harry Treat, Maine Central RR, tells of unusual names of conductors and engineers which have appeared on train sheets in his office; True and Friend; Casey and Jones; Buck and Doe; Letter and Page; Ruff and Ready; . . . And from the Snickers Page; A shipyard worker was teaching a new lady riveter what to do. "I'll hold the rivet," he said, " and when I nod my head, you hit it with the hammer." She did. And he left a widow and three children.

**HONOR MEMBERS**

In recognition of their years of continuous service in the American Train Dispatchers Association, the following persons have been awarded the special MEMBERSHIP HONOR EMBLEM.

**25-YEAR HONOR EMBLEM**

**July**

Robert W. Allison C&NWT

**August**

Joseph E. Bissette CSXT  
 Joe D. Bradshaw SP-E  
 James G. W. Costello SP-W  
 Charles E. Crutchfield CSS&SB  
 Gerald D. Dobson BN  
 Darrel M. Fillinger BN  
 Charles R. Hurley CONRAIL  
 Anton J. Isner CSXT  
 Eugene P. Marchand CONRAIL  
 Charles J. McClain St.LSW  
 Alfred G. W. Roscoe AMTRAK  
 Bernard F. St. John EL  
 Julius Szegedy NYC

**September**

Richard N. McNabb CONRAIL  
 William K. Noel Metro N-TD  
 John Francis Woods AMTRAK

**October**

William C. Rendon GTW

**50-YEAR HONOR EMBLEM**

Ballard, Vander Moran L&N  
 Balsler, Charles George B&O  
 Booth, James Roy WM  
 Booth, Nile Ulmont WM  
 Byrd, John Anderson, Jr. AMTRAK  
 Callaway, James Lewis St.LSW

Cameron, Jasper SCL  
 Chinnis, James Oliver SCL  
 Coats, William Carl SCL  
 Cowles, James Clayton St.LSF  
 Cribb, Robert R. SCL  
 DeHart, Robert Arnold SP  
 Dengler, Ralph Edwin D&RGW  
 Dowdy, Charles Eugene MP  
 Edburg, Wallace Carroll BN  
 Floyd, Robert Maurice SCL  
 Furman, Harold Francis CRIP  
 Gottula, Orville Robert BN  
 Henderson, George Butler T&L Lines  
 Herring, Louis E. CNJ  
 Howard, William Robert St.LSW  
 Kay, Robert Lee, Jr. MKT  
 Livezey, Frank Corey READING  
 Miller, Robert Llewellyn NYC  
 Neal, Clifton P. C&O  
 Ross, Sebastian Carl D&H  
 Rowe, Carl LaVerne WP  
 Ryan, Francis Elmer BN  
 Stuart, Robert C. SP  
 Sturges, Edward William, Jr. W&LE  
 Vant, Harold Edwin BN  
 Volcik, Leon Adolph MKT  
 Wyse, J. M. BN

**NEW MEMBERS**

**August**

James E. Adams BN  
 Karen S. Langager BN  
 Donald G. Bayer BN  
 Daniel McCaslin BN  
 Brian J. Kemmett BN  
 Mark C. Jeorsz BN  
 Susan S. Frank BN  
 Mark X. Schneider BN  
 Diane M. Laughlin BN  
 William L. Murdoch Metro-N  
 Frank L. Pallatto Metro-N  
 Ted Popivchak CONRAIL  
 Della M. Durham Southern  
 Patrick M. Minitier Metro-N  
 John T. Salvay AMTRAK  
 Floyd C. Misak BN  
 Mark T. Heafy Metro-N  
 James A. Reitz BN

William D. Bloodworth  
Mark A. Lemke  
Mike S. Repp

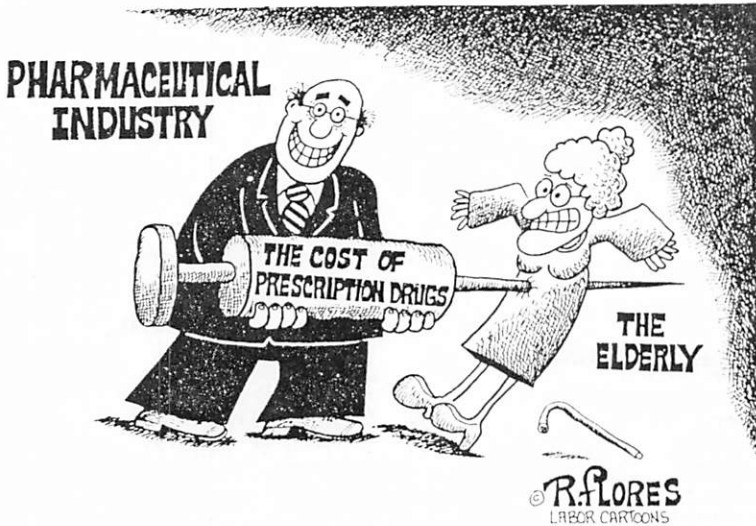
**September**

Anna Marie  
Anke Sigurdson  
Rober T. Conolly  
Pam M. Mullis  
Angela E. Doyle  
Cynthia A. Glenn  
Sally L. Brandt  
Jerome Lockhart  
Michael Recinella  
John J. Tierney  
Randel A. Way  
Joseph P. Little  
Antonette Nelson  
Rene Y. Moehlenbrock  
Alexander M. McCracken  
Michael E. Davis  
Randall K. Robertson  
Gary L. Holly  
Barbie J. Warren  
Curtis M. Williams  
Ronald J. Collins  
Robert E. Uhl, Jr.  
Breigenzer, Joseph J.

Kiamichi  
BN  
BN  
BN  
AMTRAK  
Southern  
Southern  
Southern  
SOO LINE  
BN  
CONRAIL  
Metro-N  
CSXT  
SP-E  
CSXT  
DM&IR  
Metro-N  
CSXT  
Kiamichi  
Kiamichi  
Kiamichi  
Kiamichi  
IHB  
Kiamichi  
SOO LINE

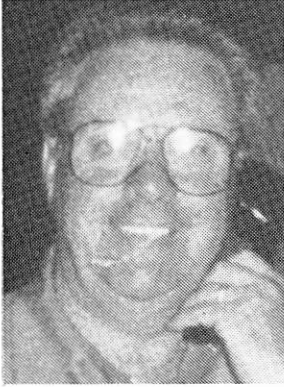
ST. PAUL, Minn. (PAI)—The history of workers and their unions will be taught in every public school classroom in St. Paul under a resolution drafted by the St. Paul Trades and Labor Assembly, AFL-CIO, and passed by the Board of Education. The resolution creates a "Labor Awareness Week" the third week in September to focus on workers, the origins and history of unions and the goals and accomplishments of the labor movement.

WASHINGTON (PAI)—Two Washington-based unions have been awarded a total of \$7.6 million in contracts to help provide training and job placement services to Job Corps students throughout the U.S., the Labor Dept. announced. The Carpenters will receive \$4.9 million for training in carpentry and related trades. The International Masonry Institute—a joint Bricklayers-industry organization—will receive a \$2.7 million contract for brick masonry and related training.



## RETIREMENTS OF MEMBERS

### P. J. Tardiff



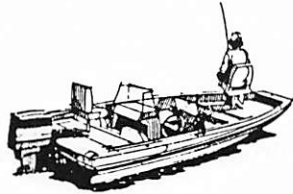
### CONRAIL

Retired on disability July 23, 1993: Philip J. Tardiff of the Selkirk, NY, office, CONRAIL, after 30 years of railroading including 20 years as a train dispatcher.

Bro. Tardiff was born in Caribou, ME, on November 20, 1939. He began his career on October 15, 1962, on the New Haven Railroad as a freight agent, ticket agent and tower operator. He was promoted in 1969 to office manager, Region Headquarters, Penn Central. In 1970, he was promoted to Finance Dept. Analyst, freight billing operations, in Philadelphia, PA. He returned in 1973, to the Springfield, MA, office to work as a train dispatcher.

He has been a continuous member of the A.T.D.A. since August 12, 1974.

Retirement plans are to travel, fish and build HO model railroads. His address is 230 Mammouth Way, Clifton Park, NY 12065.



### R. E. Lawler



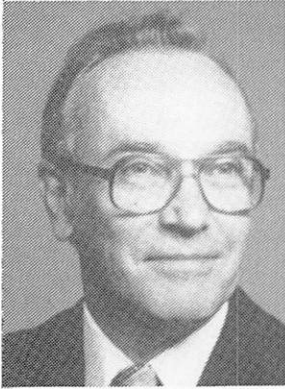
### BN

Retired on September 3, 1993: Robert E. Lawler of the FT. Worth, TX, office, Burlington Northern Railroad, after 43 years of railroading including 12 years as a train dispatcher.

Bro. Lawler was born in Monmouth, IL, on October 7, 1931. After attending Gale Institute, he worked various jobs in Iowa and Illinois. He then served four years in the Air Force during the Korean War. He began his railroad career as a telegraph operator on the CRI&P on January 2, 1950, and was agent at DePue, IL, from 1962 until March 31, 1980, when the CRI&P ceased operations. He worked briefly for the EJ&E, and in June 1980, hired out as yard clerk on the BN, and was promoted to train dispatcher at Cicero, IL, on March 7, 1981. He then transferred to Galesburg, IL, last working the 3rd Kansas City desk. On August 2, 1993, he transferred to FT. Worth, TX, as Galesburg 3rd Assistant Chief Dispatcher South.

He has been a continuous member of the A.T.D.A. since Oct. 14, 1981.

Retirement plans are to travel, spending more time with 4 daughters and their families and continue with his second job as Bureau Village Treasurer, a job he has had since 1972. His address is 108 South Rock Island St., Bureau, IL 61315.

**D. A. R. Robinson CONRAIL**

Retired on May 31, 1993: Dale A. R. Robinson of the Pittsburgh, PA, office, Conrail, after 41 years of railroading including 20 years as a train dispatcher.

Bro. Robinson was born on June 9, 1931, in Fremont, OH. He began his railroad career as an agent-operator on the P&WV on October 8, 1949, and was promoted to train dispatcher in 1957. On Oct. 7, 1964, he hired out as block operator on the PRR and was promoted to train dispatcher on June 10, 1969. Between 1971 and 1981 he held the position of Regional & Division Supervisor of Train Operation.

He first joined the A.T.D.A. on July 30, 1958, and rejoined on September 24, 1981.

Retirement plans are to travel, do woodworking and "spoil" his grandchildren. His address is 625 Atlantic Avenue, McKeesport, PA 15132.

**C. E. Ford****B&P**

Retired on disability August 1, 1993: Charles E. Ford of the Punxsutawney, PA, office, Buffalo & Pittsburgh Railroad, after 22 years of railroading including 5 years as a train dispatcher.

Bro. Ford was born in DuBois, PA, on February 12, 1952, and began his railroad career on April 20, 1971, as a yard clerk. He worked on the CXST for 17 years and on the Buffalo & Pittsburgh for 10 years.

He has been a continuous member of the A.T.D.A. since May 1, 1991, and served as General Chairman.

Bro. Ford's address is 19 Rock Street, Falls Creek, PA 15840.

**E. R. McCauley Jr. CONRAIL**

Retired on August 1, 1993: E. R. McCauley Jr. of the Philadelphia, PA, office, CONRAIL, after 41 years of railroading including 31 years as a train dispatcher.

Bro. McCauley was born on September 7, 1931. He began his railroad career on January 26, 1953, as a telegrapher and was promoted to train dispatcher on January 15, 1963.

He has been a continuous member of the A.T.D.A. since August 4, 1964, and was awarded the 25-year membership Honor Emblem on January 23, 1990.

Retirement plans are to operate a small business repairing laser printers and re-manufacture the toner cartridges. His address is 1412 Delphine Road, Wyndmoor, PA 19118.

**H. L. Roger**

SP-E



Retired on Nov. 1, 1993: Hubert L. Roger of the Houston, TX, office, Southern Pacific-East, after 41 years of railroading including 29 years as a train dispatcher.

Bro. Roger was born on Oct. 15, 1933, in Scott, LA. He began his railroading career on July 9, 1952, as a telegrapher, and was promoted to train dispatcher on Oct. 16, 1964.

He has been a continuous member of the A.T.D.A. since July 27, 1965, and was awarded the 25-year membership Honor Emblem on July 27, 1990.

Retirement plans are to return to the farm and raise pecans and do some hunting. His new address is 7660

Johnston St., Maurice, LA 70555.

**Union members have  
the power to make  
democracy work!**

**Decisions made by elected  
officials affect our lives  
and jobs as much as  
our contract does.**

**Make your concerns known.**

**Write to your legislators.**

### Designated FELA Counsel

The American Train Dispatchers Department, International Brotherhood of Locomotive Engineers, has designated the following attorneys as qualified counsel for ATDD members in accordance with the Federal Employers' Liability Act.

These law firms have agreed to meet certain standards and guidelines established by ATDD, to assist our members in the event of on-the-job injury or harm.

#### ARKANSAS

Jones & Granger  
1911 Main  
North Little Rock, Arkansas 72114  
501-372-3805

Kujawski & Faerber  
201 West Broadway, Suite E  
North Little Rock, Arkansas 72114  
501-372-8047

#### CALIFORNIA

Crow, Sevey, Gilwee, Weninger, Alpar,  
Tronvig & White  
700 "E" Street  
Sacramento, California 95814-1230  
916-441-2980  
James F. Gilwee

Crow, Sevey, Gilwee, Weninger, Alpar,  
Tronvig & White  
100 West Foothill Boulevard, #201  
San Dimas, California 91773  
909-599-2295  
John D. Gilbert

Jones & Granger  
3500 West Olive Avenue, Suite 1100  
Burbank, California 91505  
818-955-6400

#### DISTRICT OF COLUMBIA

Alper & Mann  
400 North Capitol Street, N.W.,  
Suite 851  
Washington, D.C. 20001  
202-298-9191 or 800-747-6266  
Lawrence M. Mann

#### FLORIDA

Sams, Spier, Hoffman & Hastings  
1330 S.E. 4th Avenue, Suite D  
Fort Lauderdale, Florida 33316-1958  
305-467-3181  
Murray Sams, Jr.

Sams, Spier, Hoffman & Hastings  
1001 Blackstone Building  
233 East Bay Street  
Jacksonville, Florida 32202  
904-633-9944  
Michael S. Hoffman

#### GEORGIA

Jones & Granger  
400 Colony Square, Suite 1900  
Atlanta, Georgia 30361  
404-522-4414 or 800-628-6470  
William R. Moseley, Jr.

#### ILLINOIS

Goldberg, Weisman & Cairo, Ltd.  
One East Wacker Drive, 34th Floor  
Chicago, Illinois 60601-9654  
312-464-1200 or 800-486-1002  
Louis C. Cairo

Kujawski & Faerber  
Richland Executive Plaza II  
521 West Main Street, Suite 200  
Belleville, Illinois 62220-1540  
618-233-3600 or 800-624-4571  
John P. Kujawski

#### MASSACHUSETTS

Thornton, Early & Naumes  
60 State Street  
Boston, Massachusetts 02109  
617-720-1333 or 800-431-4600  
Robert T. Naumes

#### MINNESOTA

Hunegs, Stone, Koenig & Dolan  
565 Northstar East  
608 Second Avenue South  
Minneapolis, Minnesota 55402  
612-339-4511 or 800-328-4340  
Robert N. Stone

**MISSOURI**

Hubbell, Sawyer, Peak & O'Neal  
 Power & Light Building, 25th Floor  
 106 West 14th Street  
 Kansas City, Missouri 64105-1992  
 816-221-5666 or 800-821-5257  
 Daniel D. Sawyer

Jones & Granger  
 2800 Rockcreek Parkway, Suite 711  
 North Kansas City, Missouri 64117  
 816-221-5546 or 800-432-1202

**NEBRASKA**

Inserra Law Offices  
 Sunset Valley Law Building  
 2580 South 90th Street  
 Omaha, Nebraska 68124-2090  
 402-391-4000 or  
 (Nebraska only) 800-642-1242  
 John P. Inserra

**NEW YORK**

Collins & Collins  
 415 Franklin Street  
 Buffalo, New York 14202  
 716-854-8195  
 Mark J. Collins

**PENNSYLVANIA**

Coffey & Kaye  
 Two Bala Plaza, Suite 718  
 Bala Cynwyd, Pennsylvania 19004  
 215-668-9800 or 800-334-2500  
 (Pennsylvania only) 800-336-2500  
 Joseph A. Coffey, Jr.

Evans, Ivory  
 1311 Frick Building  
 Pittsburgh, Pennsylvania 15219  
 412-471-3740  
 Paul E. Moses

Forceno & Hannon  
 Suite 1000, The Bourse  
 Independence Mall East  
 21 South 5th Street  
 Philadelphia, Pennsylvania 19106  
 215-732-1630 or 800-222-3352  
 Raymond P. Forceno

**TENNESSEE**

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 550 Main Avenue, Suite 600  
 P.O. Box 1270  
 Knoxville, Tennessee 37901-1270  
 615-637-2442  
 Sidney Gilreath

Gilreath & Associates  
 50 North Front Street  
 Memphis, Tennessee 38103  
 901-576-8288

Gilreath & Associates  
 2828 Stouffer Tower  
 611 Commerce Street  
 Nashville, Tennessee 37203  
 615-256-3388

**TEXAS**

Jones & Granger  
 P.O. Box 4340  
 10000 Memorial Drive, Suite 888  
 Houston, Texas 77210  
 713-668-0230 or 800-231-3359  
 J. Weldon Granger

**VIRGINIA**

Moody, Strople & Kloeppel  
 P.O. Box 1138  
 Suite 300, Commerce Bank Building  
 500 Crawford Street  
 Portsmouth, Virginia 23705  
 804-393-4093  
 Willard J. Moody, Sr.

**WASHINGTON**

John C. Stephenson, Attorney at Law  
 One Blanchard Building  
 2133 Third Avenue  
 Seattle, Washington 98121-2305  
 206-448-7172 or 800-367-3352

## THE DOCTOR'S SAY

### What Does The Spleen Do?

By Phillip L. Polakoff, M.D.

Director, Western Institute for Occupational/  
Environmental Sciences

The spleen is an abdominal organ that lies under the margin of the ribs on the left side.

If you cup your hand, you get a rough idea of the size and shape of a normal spleen. But you can't feel it if it's normal in size, nor can your doctor during an abdominal examination.

When checking for an enlarged spleen, it can be felt more easily if the patient lies on the right side and takes a deep breath. When the diaphragm descends it displaces the spleen downward so that if it's enlarged it will protrude below the left rib margin and can be felt.

The spleen has two main functions. It filters the blood and traps old blood cells which are then destroyed within the spleen. It also plays an important role in the immune system.

The structure of the spleen resembles a large lymph gland, similar to the glands found in the neck, armpits, groin and elsewhere in the body. However, it is larger than these glands and has special features not seen in the lymph glands.

Blood flow entering the spleen slows greatly as it goes through a meshwork of dilated blood vessels known as "sinuses." These sinuses lie between masses of lymphocytes, one of the more common types of circulating white blood cells. The walls of these cells contain other cells known as phagocytes capable of engulfing certain cells and foreign particles in the blood and removing them from the circulation.

After its slow passage through the spleen, the relatively large volume of arterial blood exits through the splenic vein and passes to the liver by way of the portal vein.

If the word "splenic" looks familiar, you're right. A similar word referring to the spleen is "splenetic" and it means irritable, peevish, spiteful and—in the old days—melancholy. Those meanings come from an ancient belief that a person's physical and mental makeup was determined by various body fluids known as "humors." And the spleen was believed to be one of the sources, particularly of black bile which was supposed to cause melancholia.

Like the lymph glands, the spleen plays an important part in the production of antibodies. An antibody is a chemical compound, a protein, which has the ability to combine with and render harmless a specific foreign substance. Antibodies are the foot soldiers of the body's army that resists infection from foreign invaders.

To a greater extent than the lymph nodes, however, the spleen is concerned with the removal of abnormal or normally worn out blood cells from circulation. Its function in making antibodies can readily be taken over by the lymph nodes.

It's for this reason that removal of the spleen—following an automobile accident, for example—is without serious effect, except in small children.

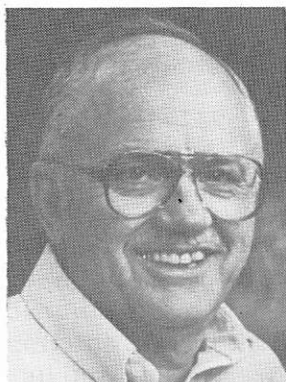
The most common reason for removal of the spleen is accidental damage to the organ. This can happen on impact with the steering wheel in automobile accidents as well as in other types of blows to the abdomen.

The spleen's enclosing capsule is soft and easily torn. It does not lend itself to surgical repair and taking it out is safer. Failure to do so when the spleen is injured may lead to dangerous hemorrhage inside the abdomen.

Removal of the spleen, called splenectomy, may also be necessary because of disease. This commonly occurs in malignant tumors of the lymphatic system and in Hodgkin's Disease.

## OBITUARIES

*It is with sincere sorrow that the Association records the death of these members, a significant part of whose lives have been spent in support of our mutual ideas and purposes. We extend our sympathy to the bereaved families.*



**JOHN (JACK) P. ERICKSON**, 63, of Rush City, MN, on Oct. 20, 1993. Death was caused by a heart attack. He retired on May 1, 1990, from the Milwaukee, WI, office, Soo Line Railroad, after almost 42 years of railroad and A.T.D.A. service.

Bro. Erickson was born March 14, 1930, near Barron, WI. He began his railroad career on June 12, 1948, as a telegraph operator / agent and was promoted to train dispatcher on May 5, 1956.

He joined the A.T.D.A. on Jan. 20, 1960, and was awarded the 25-year membership Honor Emblem on Jan. 22, 1985. He served as Office Chairman, Vice-General Chairman / System Treasurer and General Chairman of the Soo Line System Committee and also held the following positions: Director of Research, A.T.D.A. Feb. 14, 1972-April 30, 1972, National Railroad Adjustment Board member May 1, 1972-July 1, 1981, Trustee, A.T.D.A. May 17, 1973-Nov. 1, 1976, Vice-President, A.T.D.A. Nov. 1, 1976-May 1, 1981, Secretary-Treasurer A.T.D.A., May 1, 1981-Oct. 12, 1983.

After the Twenty Fourth General Assembly he returned to the Soo Line Railroad in train dispatcher service in the Shoreham (Minneapolis) office. He was appointed Chief Train Dispatcher on Sept. 1, 1985, and when the Shoreham office was closed during January 1988, was transferred to the Milwaukee office as Manager Train Dispatching.

Survivors include his wife, JoAnn, 51965 Belle Isle Drive, Rush City, MN 55069; three sons and three daughters.

- • -



**FORREST (Frosty) DEBERRY**, 88, on October 14, 1993. He retired on July 31, 1970, from the Springfield, MO, office, Frisco Railroad.

Bro. DeBerry was born on January 10, 1905, in Stoutland, MO. He began his railroad career at the age of 15, as a station helper. He later became a telegrapher and was promoted to train dispatcher on September 18, 1941.

He had been a continuous member of the A.T.D.A. since September 18, 1941, and was awarded the 25-year membership Honor Emblem in 1967. He also was a member of the First Baptist Church.

He is survived by a niece, Jane Ann Zniwski, St. Cloud, MN.

**WILLIAM JASPER MOSSBERGER**, 88, of Franklin, IN, on January 22, 1993. He retired on May 1, 1969, from the Akron, OH, office, Baltimore & Ohio Railroad, after 44 years of railroading including 28 years as a train dispatcher.

Bro. Mossberger was born in Mt. Vernon, IL, on April 24, 1904. He began his railroad career in 1925 as a telegraph operator and was promoted to train dispatcher in 1943.

He had been a continuous member of the A.T.D.A. since July 14, 1943, and was awarded the 25-year membership Honor Emblem on September 19, 1968. He also was a member of the Methodist Church, Masonic Lodge, Eastern Star and Scottish Rite Lodge.

Survivors include a son, Donald; one sister, 4 grandchildren and 10 great-grandchildren.

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**JAMES NORMAN POST**, 73, Edison, NJ, on March 3, 1993. He retired on December 29, 1980, from the Elizabethport, NJ, office, New York Central Railroad, after 31 years of railroading including 20 years as a train dispatcher. Death was caused by heart failure and lung cancer.

Bro. Post was born in Newark, NJ, on September 3, 1919. He began his railroad career as a block operator on the Pennsylvania Railroad in August 1949, and was promoted to train dispatcher in July 1960. He served in the Army Air Corps as a mechanic during World War II.

He had been a continuous member of the A.T.D.A.

since August 23, 1960.

Survivors include his wife, Margaret, 860 Grove Ave., Edison, NJ 08820; a son, Michael, of Wood-Ridge, NJ; a daughter, Eileen Osiadacz of Colonia, NJ; three grandchildren; and three sisters.

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**ALFRED F. (BILL) GOSHORN**, 64, on Sept. 23, 1993. Death was caused by cancer. He retired from the Columbus, OH, office, CONRAIL on Jan. 1, 1990, with 40 years of railroading experience including 34 years as a train dispatcher.

Bro. Goshorn was born at Columbus, OH, on Dec. 27, 1928. He began his railroad career in 1950, as a block operator, and was promoted to train dispatcher in 1956.

He first joined the A.T.D.A. on Aug. 22, 1956, and rejoined Oct. 7, 1960, and again on August 10, 1970. He also was member of St. Michael's Catholic Church, Worthington Moose Lodge #1427, Capital City Lodge #656 F&AM, Aladdin Shrine Reception Unit, American Legion Post #239, Amvets Post #89, VFW Post #1598 and Charity Newsies.

Survivors include his wife, Sandy, 439 E. Stanton, Columbus, OH 43214; a daughter, Dea Flynt; four sons, Michael, Alfred, Carew and Eric; and 5 grandchildren.

**JAMES FRANKLIN HALLISEY**, 66, of Aliquippa, PA, in March 1992. He retired on disability on February 24, 1973, from the Aliquippa, PA, office, Aliquippa & Southern Railroad, with 28 years of railroad service including 4 years as a train dispatcher.

Bro. Hallisey was born in Aliquippa, PA, on July 13, 1925. He began his railroad career in 1944 as a clerk-car checker and was promoted to train dispatcher in 1968.

He first joined the A.T.D.A. on February 16, 1961. He also was a member of St. Frances Cabrini Catholic Church and Holy Name Society.

Survivors include his wife, Beulah, 809 Chapel Road, Aliquippa, PA 15001; a daughter, Christine; 2 sons, James of Georgetown, PA, and Daniel of Johnson, VT; and 6 grandchildren.

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**RICHARD PAUL McCLURE**, 66, on Aug. 26, 1993. Lung cancer was the cause of death. He retired on disability on Dec. 8, 1981, from the Elizabethport, NJ, office, New York Central Railroad, after 33 years of railroading including 24 years as a train dispatcher.

Bro. McClure was born in Philipsburg, NJ, on Dec. 30, 1926. He began his railroad career in August 1948, as a towerman and was promoted to train dispatcher in March 1957.

He had been a continuous member of the A.T.D.A. since Aug. 7, 1963, and was awarded the 25-year membership Honor Emblem on Aug. 4, 1988. He also was a member of Lopatcong Exempt Firemen's Association and New Jersey Exempt Firemen's Association, and Pilgrim Presbyterian Church.

Survivors include his wife, Lois, Brakeley Gardens-Apt. U1, Philipsburg, NJ 08865; two sons, Robert and Richard; two sisters, one brother and one grandchild.

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## History and Evolution of Railroad Rules

Second of a Series — Period 1840 - 1850

At the beginning of this decade the industry was only 10 years old. In that comparatively brief period of existence great progress had been made in the construction of rail lines and the manufacture of rolling stock, but development of the more intangible elements of railroading had not kept pace. This is quite understandable since the organization of administrative and managerial procedures required considerably more imagination and creative thought than making roadbeds and building cars or engines.

During this second decade a few of the more progressive superintendents began to be aware that the physical was outgrowing the mental, so to speak, and there was need to bring about advances in operating methods. One of the growing problems was — without any instantaneous communication whatever, beyond the sound of a train whistle or a man's voice — that of meeting trains. On the one hand was the danger of head-on collision, and on the other the long delays by trains waiting at meeting points. It was on the choice of these two alternatives, during the second decade of the railroad industry, that those early-day executives began to shape their policies. One school of decision was in the direction of safety; the other inclined more to the need of keeping trains moving. The latter course, in addition to the undesirability of dealing with bitter complaints of passengers who objected to hours of delay on a remote siding, necessarily took into consideration the fact that there was a limit to the time the small steam engines of that day could stay "alive" without water and fuel.

The Erie, one of the larger railroads of that period, chose in favor of the latter course—that of not tying trains up indefinitely waiting for another train that might never arrive. In a set of rules,

written in the early 1840's and printed in a bound "Book of Instructions" in 1849, are special rules giving effect to that policy. These rules governed movements between New York and Port Jervis:

*Passenger trains will not wait for freight trains. All passenger trains going (westward) from Piermont will keep out of the way of those going toward Piermont (eastward). Passenger trains will under no circumstances proceed where another passenger train is due until 60 minutes have elapsed. At the end of 60 minutes the passenger train going west may proceed but it must thereafter maintain a constant delay in its running time of 60 minutes.*

Freight trains were required to wait indefinitely for passenger and milk trains at scheduled meeting points, and wait only 15 minutes for scheduled meets with other freights. A freight train running "behind time" was required to "move at a walk when it approaches the road time of a coming freight train."

Another progressive railroad of this era was the Old Colony Railroad, chartered from Boston to Plymouth. It began operations on Nov. 10, 1845, with Joseph H. Moore as superintendent. Moore was a former conductor on the Boston & Worcester who began railroading in 1835, and it was he who wrote the first set of rules for the Old Colony, choosing the first, or more conservative, of the alternatives mentioned above.

Joseph Moore is generally credited with a place in railroad history. Under his direction, the Old Colony led those rail lines who chose to operate their trains on a strictly conservative basis, preferring delay to the slightest risk of collision. Moore authored the rule which provided for what came to be formally known as the Positive Meet. The rule as written by Moore in 1845 read:

*Passenger trains will wait at either end of the road or where meeting is designated until the expected train arrives or is heard from. Freight trains will observe this rule with regard to each*

other.

Meeting points were designated by time table on the Old Colony and on other railroads where Joseph Moore's philosophy was followed. The train arriving first was required to wait indefinitely for the arrival of the other. The "Positive Meet" rule remained in effect on the Old Colony until that line was taken over by the New Haven in 1893, although the wording was modified after the advent of the telegraph when provision was made for changing the "positive" timetable meeting point by train order.

Train numbers were first introduced in the 1840-1850 period. Prior to then trains were either named or merely described, as "morning train," "night train," "steamboat train" (connecting with a steamer), "Baltimore train," etc. When numbers first began to be used, they were numbered regardless of direction. On the Old Colony, the first train out of Boston in the morning was NO. 1, the second was No. 2, and so on. Even numbers south or east and odd numbers north or west did not come into being until after the beginning of train orders by telegraph.

There were, however, train orders actually issued prior to the development of the telegraph. According to the Railway & Locomotive Historical Society, of Harvard Business School, Boston, the first train orders were issued in the early 1840's. These were written by the superintendent and handed to the conductor at the beginning of his run, setting forth his program for the day. In the Baker Library, Harvard University, is an excellent specimen of such an order. It was written by Supt. William R. Lee of the Boston and Providence, dated March 17, 1841. It is addressed to one Conductor Harder of a freight train and outlines all the work to be done that day between Boston and Providence.



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## SANDHOUSE SNICKERS

I placed an ad in the paper for a mechanic:

"Mechanic, exp. pref., call eve. 6-9."  
At 6:30 next morning the phone rings.  
"I'm calling about the job, Is Eve there?"

A sign in the window of a Cincinnati tax consultant: "Let us prepare your tax return and save you time—maybe 20 years."

In counting your blessings, don't forget to give thanks for some of the bad things that didn't happen.

After receiving congratulations on the birth of triplets, the mother explained that the doctor had said it occurs once in 9000 times.

"My, oh my," her friend exclaimed. "How did you find time to do your housework?"

Frank was setting up a sundial in his yard when a neighbor asked, "What's that for?"

Frank stopped to explain, "The sun hits that small triangular spike and casts a shadow on the face of the sundial. Then, as the sun moves across the sky, the shadow also moves across the calibrated dial, enabling a person to determine the correct time."

The neighbor shook his head. "What will they think of next?"

"Let's HOPE you did well in the ratings, the TV star told his son when the boy handed him his report card.

"I sure did, Dad," was the reply. "They want to sign me up to do another 13 weeks this summer."

Packing boxes for our move to a new apartment, my husband reserved one large carton for himself, labeling it "Bill's."

When the movers arrived, one of them immediately noticed the big box. "And I thought I had bills!" he exclaimed.

After much insistence on her part, the parents gave their daughter a car as a birthday gift. On the windshield was a card signed, "With our love, Mama and Pauper."

Mom used to think up a lot of ways of using the leftover turkey, but she never once dreamed of making hot dogs out of it.



## CHRISTMAS: NO TIME TO FORGET

by Richard J. Perry

Even if we wanted to, few of us could fail to be aware that the Christmas-time holidays are fast approaching.

Aided and abetted by the advertising industry, the nation's retailers—from catalogue houses to department stores and specialty shops—won't let us forget.

They're counting on the gift-giving spirit of the season being rekindled in each of us and their being able to persuade us that their wares should become our presents to our loved ones— young, old and in between—or should grace our holiday table.

There's a question or two, however, that few of the holiday ads will answer; questions that we might want to take extra pains to get answered as we shop and buy for the holidays.

The questions are short and sweet: Is it union made? Is it American made?

If, in the holiday rush, we tempted to overlook those questions, or the answers, maybe we should remind ourselves of a few things.

- We should remember the toy factory fire in Bangkok, Thailand, early last summer that killed some 240 workers, most of them young women, and injured some 500 more employees. Many of the 500 leaped from windows because the doors were locked to prevent stealing. There were no fire alarms, no fire escapes, no sprinklers.

The factory, owned by Kader Enterprises of Hong Kong, was a direct supplier to more than a dozen U.S. firms, including Tyco, Fisher Price, Hasbro, Gund and J. C. Penney. And more than 20 other U.S. companies buy goods made in other Kader factories in Thailand and mainland China, including Toys R Us and Wal-Mart.

- We should think of the nine women Teamsters who are on a rotating liq-

uids-only fast in an effort to persuade Diamond Walnut Company to agree to a fair contract and end a two-year strike/lockout by the Women and some 500 colleagues.

They struck the multinational, Fortune-500 firm in 1991 when it demanded new wage and benefit cuts on top of 30-percent cuts employees had accepted five years before to bail out the company.

- We should consider the thousands of laborers from China, the Philippines and other Asian nations who, the New York Times reported, work six-day weeks in unbelievably squalid conditions in the U.S. commonwealth-city of Saipan for half the U.S. minimum wage. Their work is sewing together U.S. brand-name clothing — including Arrow, Liz Claiborne, The Gap, Montgomery Ward, Geoffrey Beene, Eddie Bauer and Levi's — which also carries the label, "Made in the U.S.A."

On second thought, we need to remember only one question as we do our Christmas shopping: Is it union-made? Union-made is American made!



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