

October 28, 2002

Michael Doyle
General Chairman - Local Division 9
Association of Commuter Railroads
420 Lexington Avenue
Suite 215
New York, NY 10017

Dear Mike:

I am surprised about how little you know about your membership. Previously you call my home when I am at work and now you expect me to attend a union meeting while I am on vacation. This meeting was held on Columbus Day and I had a prior commitment with my family. This precluded my attendance at this meeting. Since you claim in your letter of October 23, "Expecting that I would see you at the October 14, 2002 Local Division Meeting I brought copies of the information you requested." Mike since I was not there, why have you not mailed this information out to me? I went to the ACRE office on October 11th, to pick up all of the information which I have requested and no one there knew what I was talking about nor could assist me. I guess ACRE's policy of members just stopping by at any time to get documentation and information needs some fine tuning.

You mention in your letter that I would have had a great opportunity to discuss my issues in an "open, civil forum." Would this have been like the open, civil form which I experienced on October 10th. You and Tommy Cooper personally meet me and escorted me to the sign in room and then downstairs to the Engineers locker room like some prisoner because you needed an audience. You talked for 13 out of 15 minutes. When I specifically asked you for copies of the signed and dated agreements covering your negotiated salary agreement, the CMS Agreement and 14b changes, you said these documents did not exist. Now two weeks later you find and send me a copy of a letter covering resolutions of outstanding issues related to the crew management system dated January 13, 1999. This letter covers the resolution of outstanding issues. Where is the initial CMS agreement to implement this system and add it to our contract with MTA Metro-North?

You provide and claim this National Mediation Board decision "addresses the issue of release time for union officials and demonstrates that this entitlement flows from Rule 37 of the Agreement between ACRE and MTA Metro-North. This rule has been part of the agreement since 1983 and was applied widely for former officers of both the UTU and BLE." Nowhere in the NMB decision 29NMB No. 85 dated September 13th, are the words "Rule 37". On page 464 of the NMB decision, Section B under release time, you highlighted "When duly accredited representatives are required to report to a conference at the direction of Metro-North, they will be compensated for the time engaged in conference, ...". Does Metro-North call and direct all four of our ACRE officers to attend a conference on a daily basis as required under rule 37? Does Metro-North or our ACRE officers keep any records of these daily conferences and what is accomplished at these conferences?

An important area which you forgot to highlight falls in the paragraph above concerning what Metro-North states. "Employee union officials on release time are not permitted to engage in activities that are contrary to Metro-North's interest or in activities that are exclusively union business." Under our Local Division By-Laws contained in Article VIII, Section 2, Salaries, the General Chairman is paid ten days per month and the Local Chairman is paid four days per month. Nowhere in our Constitution or By-Laws and our Contract with MTA Metro-North are full time union release positions mentioned or referenced to for any salary compensation. How do our four ACRE officers accept these dual salaries at the same time and somehow not be in violation of either one or the other agreement. As paid ACRE officers you can not engage in any activities for Metro-North, you must do exclusively ACRE union business. But at the same time for ACRE officers to accept this salary from MTA Metro-North they are not allowed to engage in activities that are contrary to Metro-North's interest or in activities that are exclusively union business. How can both agreements be legally accomplished at the same time? This represents a violation of the use of our ACRE union funds and valuable taxpayer transportation dollars.

Throughout our Railroad history including past practices with MTA Metro-North, Conrail and Penn Central

Railroads, full time union release positions never existed. Not until the ACRE came into power did these positions suddenly appear. This is something new and is a change in our understanding and contract with MTA Metro-North. You and three other General Chairman signed a letter to this membership on December 8th, 2000 announcing this agreement. You state in this letter "Two of our officers General chairman Anthony Bottalico and Mike Doyle are on full-time union release positions which have been negotiated with MTA Metro-North Railroad." No duties nor responsibilities are listed for you or Tony. As I have stated before this change should have and must be sent out to our membership for a vote and acceptance for it to be legal under our ACRE Constitution and By-Laws. I will contact the NMB and ask them to investigate these issues thoroughly since you are using this decision as a basis for the justification of these salaries and other actions taken by the ACRE and its officers.

As far as all officers of the General Committee being re-elected by acclamation. What does this really say about the ACRE Organization? When the entire ACRE membership does not even care enough or trust this organization to get involved or even run for office? This never happened while we were members of the BLE.

In your last paragraph you state "We have previously provided you with these copies and copies of other information that you requested such as ACRE's bylaws and constitution, and contract books with side letters of understanding. We have offered to e-mail you all minutes from all of our Local Division meetings." For the record, since the inception of the ACRE on March 3, 2000 to date the only information received from the ACRE besides your newsletters has been in order the following:

- Your letter to me dated August 9th.
- A copy of the ACRE Constitution and Division By-Laws which was sent to me on August 22nd.
- A package from Dick Gunderman with this CMS letter and three additional side bar letters on October 21st.
- This letter dated October 23rd, which contained a letter regarding the CMS system dated January 13, 1999 and a copy of the NMB decision dated September 13th.

This is the only information to date which I have received from you and the ACRE. Not one of my letters or concerns has been answered by you or any of the other ACRE officers. As for your offer to e-mail me two and a half years worth of minutes, we have been over this before. I do not have to accept e-mail from the ACRE. E-mail does not preclude ACRE's responsibility to provide me with hard copies of the information which I have requested. Under the law faxes and e-mails are only a courtesy and a hard copy must always follow.

Our ACRE Constitution clearly states "Each member of the ACRE shall have the right to inspect minutes and financial records and obtain copies of minutes at a reasonable cost." Our Constitution does not state that members must accept e-mail anywhere. Remember, I sent a letter to Secretary / Treasurer, Joe Lindenberg on September 7th, with a check for \$50.00 to receive these minutes which is guaranteed to me under our ACRE Constitution. This letter was returned to me "unclaimed".

Just for once, can any ACRE officer please try to abide by and follow the rules of our ACRE Constitution and By-Laws? Will someone ever answer anyone of my letters and provide me with the documentation which I have requested and is guaranteed to me as a ACRE member?

Sincerely,

James W. Ekberg

CC: National Mediation Board

Sent via certified mail