



ASSOCIATION OF COMMUTER RAIL EMPLOYEE

December 8, 2000

All Members
Association of Commuter Rail Employees
Local Divisions 1 and 9

Re: Recent unsigned mailing

Dear Brothers and Sisters:

Recently, an unsigned mailing was sent to all ACRE Conductors and Assistant Conductors postmarked from Philadelphia with no return address attached. Obviously, the fact that this was an anonymous mailing speaks for itself. This mailing alleges that ACRE members have been subjected to misinformation, half truths, and "sometimes plain lies." Of course, these allegations are unfounded but nonetheless it is important for your officers to respond to this mailing. If this misinformation campaign continues we may not respond to every unfounded allegation but you should feel free to call the office and we will address any of your concerns that may be raised.

The key point in this propaganda assault is an attempt by unidentified individuals to cause ACRE members to question the integrity, and undermine the trust they have in their elected officers. Ironically, the individuals who are attempting to undermine your trust in the integrity of your elected officers do not even have the integrity to sign their names to this mailing. Unlike them, we will stand proudly on our records.

As far as four ACRE officers being paid full time by Metro-North and drawing a salary from ACRE, all of our officers work full time for Metro-North and most draw a salary from ACRE. Two of our officers, General Chairman Anthony Bottalico and General Chairman Michael Doyle are on full-time union release positions which have been negotiated with MTA Metro-North Railroad. Union release positions are common throughout unionized industry. In New York State alone hundreds of union officers are released from their assignments to perform union work. As a matter of fact, under the National Labor Relations Act (NLRA) union release time is a mandatory subject of bargaining (Axelson, Inc. 234 NLRB 414 NLRA). Any charge that union release time is some kind of improper payment or sponsorship by the employer to its union has been specifically considered and rejected under the appropriate provisions of the National Labor Relations Act (BASF Wyandotte, *supr*, Duquesne University, 198 NLRB 891 1972 and Sunnen Products 189 NLRB 826 1971). Since most of the case law involving union release time falls under the NLRA we posed the question to one of our Attorneys,

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Malcolm Goldstein, as to whether the Railway Labor Act presents any special limitations on a union's ability to negotiate and utilize union release time. Attorney Goldstein has advised us that in most instances the NLRA and RLA mirror each other and that there is no special limitation under the Railway Labor Act to negotiating and utilizing union release time.

The important issue is the practical aspect of negotiating union release time to provide availability of union officers to the membership without draining the funds of the union through full time salary, benefit, and pension reimbursement. By maintaining our funds through reimbursement by Metro-North under union release time, we are able to provide more service to the membership. Another benefit of union release time is that it creates an open assignment for members to work which would otherwise be filled by the released union officer and in turn increases overall job opportunities. The question comes down to whether or not you trust your elected officers to act in your best interest. Again, we believe that our record speaks for itself.

Vice General Chairman Ralph Sanzari and Vice General Chairman Ronald DeAndrus are working daily on various payroll, CMS, and safety committees with Metro-North and are paid in accordance with the provisions of our corresponding collective bargaining agreements. This time falls under Rule 37 of the Engineers Agreement, and Rule 51 of the Conductors Agreement under the heading "Conferences." This provision has been in the collective bargaining agreement since 1983 and allows that duly accredited representatives will be made whole for their assignment if required to lay off for a conference with MTA Metro-North. Metro-North approached ACRE and asked us to assign one officer from each craft to handle all of these various conferences under the agreement so that they could better manage backfilling the vacancies. Vice General Chairmen Sanzari and DeAndrus meet with the Crew Dispatching Office, payroll, and labor relations to facilitate pay and other important issues for the membership.

The affidavit that was contained with the mailing was a part of the lawsuit that the UTU International brought against 4 former officers of UTU Local 77. The charge pertaining to this enclosed affidavit was dismissed by the Judge on November 15, 2000. If you read this affidavit carefully you will see that the only issue in dispute was \$20,000 in General Committee Funds which the members approved at a Local Meeting held in the Local 77 Money Market Account. This was done so that Local 77 could collect interest on their own members money rather than the International collecting this interest. This money was subsequently seized by the UTU International and is now funding this misinformation campaign.

As far as the information concerning our status as an Organization "National in Scope" we informed members in a newsletter that ACRE has been recognized as a "union national in scope" as it pertains to the Railroad Retirement Board. This means that we are considered an employer under the RLA and must pay Tier I and Tier II to the Railroad Retirement System for salaries paid to union officers.