inspection and copying on the Internet at the docket facility's web site at *http://dms.dot.gov.*

Issued in Washington, D.C., on December 9, 1999.

Grady C. Cothen, Jr.,

Deputy Associate Administrator for Safety Standards and Program Development.

[FR Doc. 99–32444 Filed 12–14–99; 8:45 am]

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DEPARTMENT OF TRANSPORTATION

Federal Railroad Administration

Petition for Waiver of Compliance

In accordance with Part 211 of Title 49 Code of Federal Regulations (CFR), notice is hereby given that the Federal Railroad Administration (FRA) received a request for a waiver of compliance with certain requirements of its safety standards. The individual petition is described below, including the party seeking relief, the regulatory provisions involved, the nature of the relief being requested, and the petitioner's arguments in favor of relief.

Thrall Car Manufacturing Company (Waiver Petition Docket Number FRA–1999–6522)

Thrall Car Manufacturing Company (TCMC) seeks a permanent waiver of compliance from certain provisions of the Safety Appliance Standards, 49 CFR 231.27(g)(3), which requires that the end platform hand hold be located not less than 48 nor more than 60 inches above the end platform.

TCMC states that 3,199 covered hopper cars have been built with the hand holds located 45¼ inches above the end platform.

Interested parties are invited to participate in these proceedings by submitting written views, data, or comments. FRA does not anticipate scheduling a public hearing in connection with these proceedings since the facts do not appear to warrant a hearing. If any interested party desires an opportunity for oral comment, they should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number (*e.g.,* Waiver Petition Docket Number 1999–6522) and must be submitted to the DOT Docket Management Facility, Room PL–401 (Plaza Level), 400 7th Street, S.W., Washington, D.C. 20590. Communications received within 45 days of the date of this notice will be considered by FRA before final action is taken. Comments received after that date will be considered as far as practicable. All written communications concerning these proceedings are available for examination during regular business hours (9 a.m.–5 p.m.) at the above facility. All documents in the public docket are also available for inspection and copying on the Internet at the docket facility's web site at *http://dms.dot.gov.*

Issued in Washington, D.C. on December 9, 1999.

Grady C. Cothen, Jr.,

Deputy Associate Administrator for Safety Standards and Program Development.

[FR Doc. 99–32446 Filed 12–14–99; 8:45 am]

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DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA 99–5210; Notice 2]

Ford Motor Co.; Grant of Application for Decision of Inconsequential Noncompliance

This notice grants the application by Ford Motor Company (Ford) to be exempted from the notification and remedy requirements of 49 U.S.C. 30118 and 30120 for a noncompliance with 49 CFR 571.205, Federal Motor Vehicle Safety Standard (FMVSS) No. 205, ''Glazing Materials.'' Ford has filed an appropriate report pursuant to 49 CFR Part 573 ''Defect and Noncompliance Reports.'' The basis of the grant is that the noncompliance is inconsequential to motor vehicle safety.

Notice of receipt of the application was published May 5, 1999, (64 FR 24215) affording an opportunity for comment. The comment closing date was June 4, 1999. No comments were received.

Paragraph S6 of FMVSS No. 205, ''Certification and marking,'' requires that each piece of glazing material be marked as stated in Section 6 of the American National Standard Safety Code for ''Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways,'' Z26.1–1977, January 26, 1977, as supplemented by Z26.1 a–1980, July 3, 1980 (ANSI Z26). This specifies '' . . . immediately adjacent to the words ''American National Standard'' or the characters AS, each piece of safety glazing material shall further be marked in numerals at least 0.070 inch (1.78 mm) in height: if complying with the requirements of Section 4, Application of Tests, Item 1, with the numeral 1; . . .''. To satisfy this section of ANSI Z26.1, the windshields would normally bear the AS1 mark on the windshield adjacent to the Ford trademark; however, the mark was not applied to the windshields used in the noncomplying vehicles.

This petition concerns approximately 382,900 potentially noncomplying vehicles manufactured by Ford between June 11, 1997 and September 25, 1999. These vehicles included certain 1998 and 1999 Contour/Mystique, Econoline, Ranger models and approximately 8,400 Mazda B Series vehicles.

Ford supported its application for inconsequential noncompliance with the following:

> Ford was not aware of any allegations of accidents or injuries related to this condition. Ford Visteon was notified by the one final stage manufacturer of the Econoline windshields with the missing AS1 mark. In our judgment, the condition is highly unlikely to present any risk of injury. Therefore, Ford intends to petition to the Administrator for exemption from the notification and remedy requirements of the Act on the basis that the condition is inconsequential as it relates to motor vehicle safety.
>
> To avert any potential customer difficulty during vehicle inspections in states where glazing markings are checked during the inspection process, two actions are being taken by Ford. First, customers in those states will be mailed letters (to be presented to inspection authorities, if necessary) identifying the condition, and certifying that the windshields meet all other marking and performance requirements of Standard 205. The letter will also offer to apply the AS1 mark, of so requested by these customers. Second, letters will be sent to the appropriate state authorities providing an explanation of the condition, certification that the windshields fully meet all other marking requirements and all performance requirements of Standard 205, and a listing of vehicle VIN numbers of all affected vehicles registered in that state.

NHTSA has reviewed Ford's application and, for the reasons discussed below, concludes that the noncompliance of Ford's windshields is inconsequential as to motor vehicle safety. The affected windshields, while produced without the AS1 mark, contain all other markings required by FMVSS No. 205 and ANSI Z26.1, including the manufacturer's trademark, DOT number, and model number. The model number identifies the glazing material as laminated safety glass, AS1. In addition, the trademark includes the word ''Laminated'' and also includes an aftermarket National Auto Glass Specifications number that identifies the vehicles for which the windshields are designed. With the windshield markings provided, NHTSA believes that a vehicle owner is unlikely to encounter any problems obtaining the

appropriate replacement windshield should that need arise.

The affected windshields also meet all performance requirements of FMVSS No. 205 and ANSI Z26.1. The stated purposes of FMVSS No. 205 are to reduce injuries resulting from impact to glazing surfaces, to ensure a necessary degree of transparency in motor vehicle windows for driver visibility, and to minimize the possibility of occupants being thrown through the vehicle windows in collisions. Because the affected windshields fully meet all of the applicable performance requirements, the absence of the AS1 mark has no effect upon the ability of the windshield glazing to satisfy these stated purposes and thus perform in the manner intended by FMVSS No. 205.

On February 11, 1999, and July 8, 1999, Ford mailed letters to appropriate state authorities identifying the missing marking and certifying that the windshields fully meet the marking and performance requirements of FMVSS No. 205 followed by letters to vehicle owners on March 5, 1999, and August 3, 1999.

In consideration of the foregoing, NHTSA has decided that the applicant has met its burden of proof that the noncompliance it describes is inconsequential to motor vehicle safety. Accordingly, Ford's petition is granted, and it is exempted from providing notification and remedy of the noncompliance as required by 49 U.S.C. 30118 and 30120.

Issued on December 10, 1999.

Stephen R. Kratzke,

Acting Associate Administrator for Safety Performance Standards.

[FR Doc. 99–32464 Filed 12–14–99; 8:45 am]

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DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[STB Finance Docket No. 29430 (Sub–No. 21)]

Norfolk Southern Corporation—Control—Norfolk and Western Railway Company and Southern Railway Company (Arbitration Review)

ACTION: Request for comments.

SUMMARY: The Transportation • Communications International Union (TCU) has filed with the Board an appeal of an arbitration panel's decision holding that the Norfolk Southern Railway Company (NSR) is not required to pay displacement allowances to claimant employees after (1) their work was transferred to a new location as a result of the railroad consolidation that created NSR and (2) they exercised their seniority rights to take lower paying jobs at their current locations rather than follow their jobs to the new location. We are requesting comments from the public to develop a more complete record on the fundamental issue raised here concerning displacement allowances under our labor protective conditions imposed in rail consolidation approvals.

DATES: Comments are due by February 14, 2000. By March 14, 2000, TCU, NSR, and intervener, Brotherhood of Maintenance of Way Employes, may file replies to the comments.

ADDRESSES: Send an original and 10 copies of comments referring to STB Finance Docket No. 29430 (Sub-No. 21) to: Surface Transportation Board, Office of the Secretary, Case Control Unit, 1925 K Street, N.W., Washington, DC 20423–0001. In addition, send one copy of comments to the representatives of TCU and NSR and to intervener, Brotherhood of Maintenance of Way Employes:

Mitchell M. Kraus, Christopher Tully, Transportation • Communications International Union, 3 Research Place, Rockville, Maryland 20850

Jeffrey S. Berlin, Krista L. Edwards, Sidley & Austin, 1722 Eye Street, N.W., Washington, DC 20006

Donald F. Griffin, Brotherhood of Maintenance of Way Employes, Suite 460, 10 G Street, N.E., Washington, DC 20002

FOR FURTHER INFORMATION CONTACT: Joseph H. Dettmar, (202) 565–1600. [TDD for the hearing impaired: (202) 565–1695.]

SUPPLEMENTARY INFORMATION:

By this notice, we are requesting public comments on issues presented by the record on the appeal of an arbitration award issued by a panel chaired by neutral member William E. Fredenberger, Jr. (the Award).

Background

In Finance Docket No. 29430 (Sub-No. 1), *Norfolk Southern Corp.—Control—Norfolk & W. Ry. Co.,* 366 I.C.C. 173 (1982), our predecessor agency, the Interstate Commerce Commission (ICC), approved the railroad consolidation that resulted in the creation of NSR. This consolidation was approved subject to the standard labor protective conditions established in *New York Dock Ry.—Control—Brooklyn Eastern Dist.,* 366 I.C.C. 60, 84–90 (1979) (*New York Dock*), *aff'd, New York Dock Ry.* v. *United States,* 609 F.2d 83 (2d Cir. 1979). Under *New York Dock,* labor changes related to approved transactions are implemented by agreements negotiated before the changes occur. If the parties cannot agree on the nature or extent of the changes, the issues are resolved by arbitration, subject to appeal to the Board under our deferential *Lace Curtain* standard of review.[1] Once the scope of the necessary changes is determined by negotiation or arbitration, employees adversely affected by them are entitled to receive comprehensive displacement and dismissal benefits for up to 6 years.

As a recent initiative in continuing to carry out that consolidation, NSR developed a plan to coordinate and to centralize certain crew calling functions performed at various locations throughout the merged system into a Crew Management Center located in Atlanta, GA. On July 3, 1996, the carrier and TCU reached an agreement to implement this plan (the Implementing Agreement).[2] On May 13, 1997, NSR notified TCU of its intention to transfer work in accordance with the Implementing Agreement. Specifically, the carrier announced that crew calling work performed on the Tennessee Division at Knoxville, TN, would be transferred to the Atlanta Crew Management Center. Positions would be abolished at Knoxville and similar positions would be established in Atlanta. On July 21, 1997, the carrier announced a similar transfer of work from the Kentucky Division to the Atlanta Crew Management Center.

Claimants worked on the Tennessee and Kentucky Divisions before their positions on those divisions were abolished. Claimants were offered similar positions in Atlanta, carrying the same rate of pay. Acceptance would have required claimants to change their residences to Atlanta. Rather than move to Atlanta, the claimants exercised seniority under their collective bargaining agreement to obtain positions on the Tennessee and Kentucky Divisions that carried rates of pay that were less than the rates in Atlanta, but that did not require them to move.

Claimants subsequently requested displacement allowances under *New York Dock* in order to recoup the difference between (1) the salaries they received on those divisions for the year before their positions were abolished and (2) their reduced salaries on the

[1] Under 49 CFR 1115.8, the standard of review is provided in *Chicago & North Western Tptn. Co.—Abandonment,* 3 I.C.C.2d 729 (1987), *aff'd sub nom. IBEW* v. *ICC,* 826 F.2d 330 (D.C. Cir. 1988) (*Lace Curtain*).

[2] TCU submitted the Implementing Agreement in pages 8–15 of Exh. 9 of its submission to the arbitration panel.