

AGREEMENT
BETWEEN
THE PULLMAN COMPANY
AND
PORTERS, ATTENDANTS, MAIDS
AND BUS BOYS IN THE SERVICE
OF THE PULLMAN COMPANY

IN THE UNITED STATES OF AMERICA
AND CANADA

REPRESENTED BY THE
BROTHERHOOD OF SLEEPING
CAR PORTERS

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**REVISED,**  
**EFFECTIVE JANUARY 1, 1953**

# **Agreement**

**between**

## **THE PULLMAN COMPANY**

**and**

**Porters, Attendants, Maids  
and Bus Boys in the Service  
of The Pullman Company**

**In the United States of America  
and Canada**

**Represented by the  
Brotherhood of Sleeping  
Car Porters**



**Revised,  
Effective January 1, 1953**

## TABLE OF CONTENTS

---

### PREAMBLE SCOPE

Rule 1. Scope.

### RATES OF PAY

Rule 2. Rates of Pay.

- (a) Monthly Rates for Porter and Attendant Service.
- (b) Monthly Rates for Maid Service.
- (c) Monthly Rates for Bus Boy Service.
- (d) Rates of Pay for "In-Charge" Service.
- (e) Rates of Pay for Training Student Employes.
- (f) Rates of Pay for "Kitchen Work".
- (g) Daily and Hourly Rates of Pay.
- (h) Applying Progressive Rates of Pay.
- (i) Overtime Rates of Pay.

### BASIC MONTH

Rule 3. Basic Month.

Rule 4. Sleep Periods.

### BASIS OF CREDITING DAYS AND HOURS

Rule 5. Crediting Days in Road Service.

Rule 6. Crediting Hours in Road Service.

Rule 7. Deadhead Service.

Rule 8. Station Duty.

Rule 9. Witness Service.

Rule 10. Held for Service.

Rule 11. Release of Less Than One Hour Between Trips.

## TABLE OF CONTENTS (Continued)

---

### BASIS OF PAYMENTS

- Rule 12. Payment for Days Credited.
- Rule 13. Payment for Hours Credited.
- Rule 14. Payment for Overtime Credits.
- Rule 15. Additional Pay When Used on Lay-over or Relief Days.
- Rule 16. "In-Charge" Service.
- Rule 17. Instruction Period.
- Rule 18. Cleaning Interior of Cars.
- Rule 19. Pay Periods.

### LAYOVERS AND RELIEFS

- Rule 20. Layovers in Regular Assignments.
- Rule 21. Layovers Applicable for Purpose of Computing Held-for-Service.
- Rule 22. Days Off Duty.
- Rule 23. Periodic Relief in Overnight Runs.
- Rule 24. Prorating Relief.

### SENIORITY RIGHTS AND ROSTERS

- Rule 25. Basic Seniority Date.
- Rule 26. Seniority Rosters.
- Rule 27. Districts Consolidated.
- Rule 28. Districts Divided.
- Rule 29. Districts Discontinued.
- Rule 30. Permanent Transfer to Another District or Class.
- Rule 31. Temporary Attendant or Bus Boy Rosters.
- Rule 32. Runs Transferred to Another District.
- Rule 33. New Service Acquired by Company.
- Rule 34. Temporary Transfers.
- Rule 35. Employees Promoted to Supervisory or Higher-Rated Positions.
- Rule 36. Employees Serving in Organization Positions.
- Rule 37. Continuity of Seniority.



## TABLE OF CONTENTS (Continued)

---

### ASSIGNMENT OF RUNS

- Rule 38. Operating Schedules.
- Rule 39. Assignment of Runs to Districts.

### ASSIGNMENT TO RUNS

- Rule 40. Bulletining of Runs.
- Rule 41. Resigning from Regular Assignments.
- Rule 42. Re-Bulletining Changed Runs.
- Rule 43. Temporary Discontinuance of an Assignment.
- Rule 44. Displacement Rights of Employes.
- Rule 45. Seniority, Fitness and Ability.

### EXTRA EMPLOYES

- Rule 46. Operation of Extra Employes Out of Home Station.
- Rule 47. Regulating Number of Extra Employes.

### REDUCING AND INCREASING FORCES

- Rule 48. Reducing and Increasing Forces.

### GRIEVANCES AND CLAIMS

- Rule 49. Hearings.
- Rule 50. Unjust Treatment.
- Rule 51. Witnesses, Testimony, and Records.
- Rule 52. Date of Suspension.
- Rule 53. Appeals.
- Rule 54. Extension of Time Limits.
- Rule 55. Remanding Grievances.
- Rule 56. Application and Decision in Writing.
- Rule 57. Record Cleared of Charges.

### CLAIMS

- Rule 58. Application and Interpretation of Agreement.

## TABLE OF CONTENTS (Continued)

---

### REPRESENTATION

- Rule 59. Representation.

### MISCELLANEOUS RULES

- Rule 60. Time and Place for Reporting.  
Rule 61. Failure to Report.  
Rule 62. Absence Without Permission.  
Rule 63. Notification of Disallowed Time.  
Rule 64. Leaves of Absence.  
Rule 65. Committeemen.  
Rule 66. Period of Probationary Employment.  
Rule 67. Return to Work of Employes Retired  
Under Total Disability.  
Rule 68. No Shut-Down Nor Suspension of  
Work.  
Rule 69. Duration of Agreement.
-

Page Nos.

|                                                                                                                                                                           |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Memorandum of Understanding Regarding New York, New Haven and Hartford Railroad Parlor Car Service to be Acquired By The Pullman Company Effective September 1, 1949..... | 51-53 |
| Memorandum of Understanding Concerning Credit for Service in the Armed Forces to Enable Returning Veterans to Qualify for Vacations under the Vacation Agreement .....    | 53-55 |
| Memorandum of Understanding Concerning Leaves of Absence to Obtain Vocational Rehabilitation, Education or Training .....                                                 | 55-57 |
| Memorandum Agreement Concerning Employees Entering and Returning From Military Service.....                                                                               | 57-58 |
| Vacation Agreement for Pullman Porters, Attendants, Maids, and Bus Boys.....                                                                                              | 58-77 |
| Memorandum Agreement Concerning Union Membership.....                                                                                                                     | 78-82 |

## PREAMBLE

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## AGREEMENT

Between The Pullman Company and the Porters, Attendants, Maids and Bus Boys in its service in the United States of America and in Canada, represented by the Brotherhood of Sleeping Car Porters.

It is hereby agreed between The Pullman Company and the Porters, Attendants, Maids and Bus Boys in its service, represented by the Brotherhood of Sleeping Car Porters, that the following rules shall govern the rates of pay and working conditions of all employes of The Pullman Company in their performance of service as porters, attendants, maids and bus boys, and their rights as such.

## SCOPE

**RULE 1. Scope.** This Agreement shall apply to all employes of The Pullman Company in their performance of service in connection with sleeping, parlor, buffet, restaurant, dining, broiler, recreation, club and composite cars operated by The Pullman Company, which employes are classified as

(a) Porters, including porters in charge when so designated;

(b) Attendants, including attendants in charge when so designated and attendants assigned to kitchen work.

(Attendants are employes assigned to buffet, club, broiler, restaurant, dining, composite and recreation cars operated by The Pullman Company who, in addition to other duties, are held accountable for commissary supplies and equipment on such cars);

(c) Maids; and

(d) Bus Boys.

Q-1. What is a bus boy?

A-1. A bus boy is an employe assigned to assist an attendant in the handling of all work necessary to be performed on buffet, club, broiler, restaurant, dining, recreation and composite cars operated by The Pullman Company and which cars are equipped to provide commissary service. The bus boy shall perform such duties as he may be directed to by the attendant in charge.

## RATES OF PAY

**RULE 2. Rates of Pay.** The following rates of pay shall be applicable to all employes covered by this Agreement:



(a) Monthly rates for porter and attendant service—

(Basic Rates Effective  
February 1, 1951)

| Class of Service                                      | Mini-<br>mum | Over<br>2 to 5<br>Years | Over<br>5 to 15<br>Years | Over<br>15<br>Years |
|-------------------------------------------------------|--------------|-------------------------|--------------------------|---------------------|
| Standard Cars.....                                    | \$259.08     | \$262.58                | \$266.58                 | \$270.08            |
| Tourist Cars.....                                     | 265.58       | 269.08                  | 273.08                   | 276.58              |
| Private, Buffet,<br>Club and Com-<br>posite Cars..... | 271.58       | 275.08                  | 279.58                   | 281.18              |
| Swing .....                                           | 267.58       | 272.08                  | 275.58                   | 279.58              |
| Deadhead<br>Porters .....                             | 259.08       | 262.58                  | 266.58                   | 270.08              |
| Deadhead<br>Attendants .....                          | 271.58       | 275.08                  | 279.58                   | 281.18              |

(b) Monthly rates for maid service—

|                |          |          |          |          |
|----------------|----------|----------|----------|----------|
| All Cars ..... | \$258.98 | \$260.08 | \$263.58 | \$267.08 |
|----------------|----------|----------|----------|----------|

(c) Monthly rates for bus boy service—

|                   |          |          |          |          |
|-------------------|----------|----------|----------|----------|
| All Service ..... | \$258.38 | \$261.88 | \$266.38 | \$267.98 |
|-------------------|----------|----------|----------|----------|

(Progressive rates for bus boys effective Jan-  
uary 1, 1953.)

(d) Rates of pay for "in-charge" service—

An employe equipped for and assigned to "in-charge" service consisting of one car shall be paid at the rate of \$20.25 per month in addition to his established rate of pay, except that the differential for "in-charge" service on private cars shall be at the rate of \$26.75 per month.

An employe assigned to run "in-charge" of two or more cars shall be paid the conductor's minimum rate for time actually in such service.

**(e) Rates of pay for training student employes—**

An employe assigned to train student employes in road service shall be paid at the rate of \$26.75 per month in addition to his established rate of pay for the actual days the student employe is paid while under his supervision.

**(f) Rates of pay for "kitchen work"—**  
(Effective 10-26-43)

An attendant confined to work in the "kitchen" of a private, restaurant or composite car shall be paid at the rate of \$40.25 per month in addition to his established rate of pay.

**(g) Daily and hourly rates of pay—**

The daily rate of pay of an employe shall be determined by dividing his monthly rate by the number of days there are in the current month; his hourly rate, by dividing his monthly rate by 205.

**(h) Applying progressive rates of pay—**

When a leave of absence is granted for a period of more than 30 days, the time in excess of 30 days shall be deducted in the application of progressive rates of pay. Likewise, when an employe is furloughed for a period of more than 90 days, the time in excess of 90 days shall be deducted. Separate periods of leave or furlough shall not be cumulative when service intervenes. An extension of a leave shall be considered as a continuous period.

**(i) Overtime rates of pay—**

Time credited in excess of 205 hours, within a calendar month, shall be paid for as overtime at pro rata hourly rates up to and including 240 hours. Time in excess of 240 hours shall be paid for at the rate of time and one-half.

## BASIC MONTH

**RULE 3. Basic Month.** 205 hours' work, credited to a calendar month as hereinafter provided, shall constitute a basic month's service.

Where a regular assignment is less than 205 hours' work per month, deduction shall not be made from the respective established monthly wage in consequence thereof.

**RULE 4. Sleep Periods.** (a) Where the requirements of the service will permit employes shall be released from duty for sleep for 3 hours on overnight runs of 12 hours or less elapsed time, and 4 hours each night on runs of over 12 hours elapsed time. Sleep periods shall be granted between the hours of 9:30 P.M. and 6:30 A.M., and for regular assignments shall be designated in the operating schedules. During each sleep period the employe shall be provided with a suitable place for sleeping, such as a suitable porter's berth, an upper berth or a berth in a dormitory car.

### (b) Exceptions:

- (1) Deductions of time released for sleep in an overnight trip shall not be made to an extent which will reduce credited hours to less than 6:50 hours for the trip.

Q-1. What is meant by an overnight trip?

A-1. Any operation, the elapsed time of which is less than 14 hours, where the reporting and release time embrace the hours from 12 midnight to 6 A.M.

- (2) Extended Special Tours

A maximum of 6 hours may be deducted per night, provided the employe is released for sleep. The sleep period shall be verified by the Pullman conductor, or

employe "in-charge." Deduction shall be made for the time released up to the maximum established.

Q-1. What is an extended special tour?

A-1. A special service movement of 72 hours or more elapsed time, from time required to go on duty at point cars are placed in service to the time cars are released from the special service movement.

- (3) It is understood the requirements of the service may not always permit granting sleep periods to the extent provided in this Rule, and where the scheduled period of sleep is not obtainable, the deductible hours shall be reduced by the difference between the scheduled sleep period and the time actually released for sleep. Any loss of scheduled sleep shall be verified and explained by the Pullman conductor or employe in charge. No deduction shall apply to any release for sleep of less than 2 consecutive hours.

Any of the scheduled sleep periods not obtained shall be paid for at the hourly rate in addition to all other earnings for the month and shall be credited and paid for in the payroll period in which the loss of sleep occurred.

## **BASIS OF CREDITING DAYS AND HOURS**

**RULE 5. Crediting Days in Road Service.** In regular assignments, employes working full time shall be credited for each round trip performed the number of days there are employes in the assignment, as covered by operating schedule, except in assignments such as weekly, alternate-day, semi-weekly, tri-weekly and



"clocker" operations. The days credited for such latter assignments shall be those provided by the operating schedule.

When the days credited for the last trip in a month extend into the succeeding month, they shall be prorated by allowing one day's credit for each calendar day remaining in the month (including day of departure if reporting time on such day is before noon) in which the trip was started and crediting the balance of the days to the succeeding month.

**Example:** A porter in a Chicago-Los Angeles assignment requiring 14 men and carrying hourage credit of 95 hours (49:30 hours westbound and 45:30 hours eastbound) in making a "lapover" trip on the following schedule:

|          |             |                   |
|----------|-------------|-------------------|
| Report   | Chicago     | 8:00 P.M. June 27 |
| Released | Los Angeles | 7:30 A.M. June 30 |
| Report   | Los Angeles | 8:00 P.M. July 1  |
| Released | Chicago     | 7:30 A.M. July 4  |

should be credited with 3 days in June and 11 days in July.

An employe (regular or extra) working part time in regular assignment, or on extra-in-line cars operated on the same train, or section thereof, between the same terminals as the regular line car, shall be credited for a round trip the number of days there are employes in the regular assignment, as covered by operating schedule; a complete one-way trip in such service shall carry a credit of one-half of the round trip assignment.

Q-1. How shall an employe making less than a complete one-way trip in a regular assignment be credited?

A-1. On the hourly basis, under the rule for crediting hours in road service.



Time in excess of an average of 6:50 hours a day for the actual days credited in a part-time regular assignment shall be credited on the hourly basis, but such excess may be absorbed during the same month by the undertime hours in a similar assignment.

**Example:** During the month a porter makes one round trip in each of two regular assignments. One exceeds an average of 6:50 hours a day for the days credited and the other is an undertime run. The first trip has a credit of 4 days on the day-service basis and an alternative credit of 30:20 hours; the second trip has a credit of 5 days on the day-service basis and an alternative credit of 32:10 hours.

A porter making these two trips accumulates 9 days' credit on the day-service basis and an alternative credit of 62:30 hours. This employe should be credited on the day-service basis for 9 days and would have a balance of 1 hour credited on the hourly basis because 2 hours of the excess time on the first trip would be absorbed by the 2 hours' undertime on the second trip.

#### **RULE 6. Crediting Hours in Road Service.**

In all classes of road service, except deadheading, the time of each trip shall be credited from the time required to go on duty until released from duty, less deductions, if any. In regular assignments, time credited in excess of the normal operating schedule due to delayed arrival of trains, up to 205 hours within a calendar month, shall constitute a part of the regular assignment.

In regular assignments, where the days credited for the last trip in the month extend into the succeeding month, the service hours in the trip shall be prorated by allowing 6:50 hours' credit for each day credited in the month in which the trip was started and crediting the

balance of the hours to the succeeding month, except that late arrivals on trips (one way or round trips) completed within a month shall be credited in the month in which they occur.

**Example:** A porter in a Chicago-Los Angeles assignment requiring 14 men and carrying hourage credit of 95 hours (49:30 hours westbound and 45:30 hours eastbound) in making a "lapover" trip on the following schedule:

|          |             |                   |
|----------|-------------|-------------------|
| Report   | Chicago     | 8:00 P.M. June 27 |
| Released | Los Angeles | 7:30 A.M. June 30 |
| Report   | Los Angeles | 8:00 P.M. July 1  |
| Released | Chicago     | 7:30 A.M. July 4  |

should be credited, under the rule for crediting days in road service, with 3 days in June and 11 days in July; and on the basis of the above Rule should receive alternative credit of 20:30 hours in June and the balance of 74:30 hours in July.

**RULE 7. Deadhead Service.** Employees deadheading, either on passes or cars, on Company business (except in connection with witness service) shall receive credit of 10:15 hours for each 24-hour period, and actual time up to 10:15 hours for less than a 24-hour period, time to be computed from time required to go on duty until arrival at destination, with a minimum credit of 6:50 hours where overnight trips are involved.

Q-1. Shall two or more succeeding trips deadheading on passes or equipment be coupled together and treated as a continuous trip?

A-1. Yes, provided no "held-for-service" time intervenes and the two deadhead trips involved do not include arrival at and departure from home terminal.

**Example:**

|        |              |            |         |
|--------|--------------|------------|---------|
| Leave  | Miami        | 10:30 P.M. | 1st day |
| Arrive | Jacksonville | 6:30 A.M.  | 2nd day |
| Leave  | Jacksonville | 11:30 A.M. | 2nd day |
| Arrive | Washington   | 8:30 A.M.  | 3rd day |

The elapsed time on continuous trip basis is 34 hours. As no "held-for-service" time intervenes at Jacksonville, an employe making these two deadhead trips should be credited with 20:15 hours, instead of 8 hours for the first trip and 10:15 hours for the second trip.

Q-2. What is meant by an overnight trip for the purpose of this Rule?

A-2. A deadhead trip in which the reporting time and arrival time embrace the hours from 12 midnight to 6 A.M.

**RULE 8. Station Duty.** (a) When an extra employe is required to perform station duty or when called and reporting for road service and not used, such time shall be credited on the hourly basis and paid for in addition to all other earnings for the month with a minimum credit of 4 hours for each call if no other service follows continuously.

(b) When a regularly assigned employe is required to perform station duty or when called and reporting for road service and not used, such time shall be credited on the hourly basis and paid for in addition to all other earnings for the month, with a minimum credit of 6:50 hours for each call.

(c) Employes who are instructed to remain beyond their normal release time after arrival to be interviewed, to receive special instructions, for uniform inspection, or to make statements in connection with service matters, shall

be compensated for the actual time required to remain, with minimum credit and pay of 1 hour in addition to all other earnings for the month.

(d) Employees who are required to leave their place of residence (at home station or opposite terminal) and report to a Company representative for interview, special instructions, uniform inspection, or to make statements in connection with service matters shall be compensated in accordance with paragraphs (a) and (b) of this Rule, except that an employee called for interview concerning incidentals and Commissary shortages shall not be compensated.

Q-1. What is station duty?

A-1. Station duty is any work performed by an employee at terminals where Pullman offices are located, other than that required of an employee assigned to road service, but it may include assisting such employee in preparatory work, including receiving.

Q-2. Is an employee entitled to credit for station duty at an away-from-home station?

A-2. Yes, if called upon to perform such service during layover or during time that is not credited as "held for service."

Q-3. An employee performs 2 hours station duty and then immediately goes into road service. What credit for station duty shall he receive?

A-3. 2 hours.

Q-4. Is time spent attending safety and service meetings to be credited as station duty, or otherwise?

A-4. No.



**RULE 9. Witness Service.** An employe required by the Management to appear as witness in court proceedings shall receive credit of 6:50 hours for each 24-hour period and actual time up to 6:50 hours for less than a 24-hour period, while in such service, and allowed legitimate and reasonable expenses actually incurred.

**RULE 10. Held for Service.** An employe in extra, deadhead, or in incompleated regular service held at any point away from his home station beyond the layover established for his immediately preceding trip, as provided in Rule 21, with a maximum of 24 hours, shall be allowed "held for service" credit of 13:40 hours for each 24-hour period from expiration of layover and actual time up to 13:40 hours for less than a 24-hour period.

An employe operating in regular assignment who is held at the away-from-home station beyond the specified layover of the assignment shall be allowed hourly credit and pay from expiration of layover up to 6:50 hours for each succeeding 24-hour period. If the employe arrives at the away-from-home terminal after the specified layover has expired, "held-for-service" time will start after 12 hours from time he is released.

Employees "held for service" at home station by direction of the Management shall be credited with 6:50 hours for each 24-hour period, and actual time up to 6:50 hours for less than a 24-hour period. Regularly assigned employes so held shall be allowed total credits (including actual service) of not less than the credits they would have earned on their regular assignment.

Q-1. Shall an employe held out of service pending an investigation be credited under this Rule for time lost?

A-1. No, but see Rule 57.



**RULE 11. Release of Less Than One Hour Between Trips.** Time between trips shall be computed as continuous in all cases where the interval from time of release until again resuming duty is less than one hour.

Q-1. An employe performs deadhead service immediately prior to or following a service movement where the interval between movements is less than one hour. Shall layover for held-for-service purposes be determined on the basis of the combined credits for the deadhead and service movements?

A-1. Yes.

### **BASIS OF PAYMENTS**

**RULE 12. Payment for Days Credited.** An employe completing a regular monthly assignment, properly credited, shall be paid his established monthly wage for such time, except where payment therefor on the hourly basis will produce a greater amount.

Q-1. Why are the words "properly credited" used in this Rule?

A-1. To emphasize that the crediting of time for employes on regular assignments must take into consideration rules providing for the following conditions:

- (a) The deduction of time for sleep periods;
- (b) The prorating of time when the last trip in the month extends into the following month;
- (c) The inclusion of time credited in excess of the normal operating schedule due to delayed arrival of trains; and
- (d) The crediting of time for trips made on layover or relief days in addition to monthly assignments.

Q-2. An employe completes a round trip in regular assignment in June carrying 12 days' credit and has 4 days' layover credit extending into July. He then lays off or leaves the service. How shall this employe be paid for this trip?

A-2. He shall be paid 8/30ths of his monthly wage for June and 4/31sts of his monthly wage for July.

An employe working part of a month in service credited on the day-service basis shall be paid his current daily rate for such time, except where payment therefor on the hourly basis will produce a greater amount.

### **RULE 13. Payment for Hours Credited.**

An employe shall be paid at his established hourly rate for all time credited on the hourly basis within the limits of the basic month, not paid for otherwise.

Q-1. How could time be "otherwise" paid for?

A-1. At the monthly or daily rate, where time credited on the day-service basis did not average more than 6:50 hours per day for the days paid for.

### **RULE 14. Payment for Overtime Credits.**

An employe shall be paid at his established overtime hourly rate for all hours credited within a calendar month in excess of the basic month.

**Example:** A porter makes one round trip in a regular assignment requiring 14 men and carrying alternative credit of 95 service hours, and in addition performs irregular service during the same calendar month carrying 170 credit hours. He should be paid for 14 days at his daily rate, for 145 hours at straight-time hourly rate and for 25 hours at the rate of time and one-half (95 hours plus 170 hours = 265 hours).

**RULE 15. Additional Pay When Used On Layover or Relief Days.** (1) A regularly-assigned employee who performs service on his specified layover or relief days in his own or another regular assignment shall be paid for the days doubled on the day-service basis as a part of the scheduled assignment and, additionally, shall be paid for the hours credited on the double at half-time rate. Service performed by a regularly-assigned employee on his specified layover or relief days in irregular service shall be paid for on the hourly basis at the rate of time and one-half.

(2) When excess hours are included in payment on day-service basis, they shall not be paid for as overtime, except that hours so credited in excess of 240 per month shall be paid for additionally at half-time rate.

(3) An employee operating in a regular assignment which has a preferred side (see Question and Answer 2, Rule 40), whose operation is disturbed, shall be restored promptly after return to his home station to his regular side of his run. He shall be paid for such held-for-service time as may accrue in restoring him to his regular assignment.

(4) "Sides" shall not be recognized in assignments other than those having preferred sides. However, when a regularly-assigned employee is doubled, he shall be paid such held-for-service time as may accrue in restoring him to his regular assignment.

Q-1. An employee is doubled in a regular assignment 24 hours prior to the expiration of his regular layover, and is credited with 20 hours of service within this period. How shall he be paid for this double?

A-1. He shall be paid on the day-service basis as a part of the regular scheduled operation, the same as on any other

regularly-scheduled trip and, additionally, for 20 hours at half-time rate, and such held-for-service time as may accrue in restoring him to his regular assignment.

**RULE 16. "In-Charge" Service.** An employe in regular assignment equipped for and operating "in-charge" of one car shall be paid at his "in-charge" rate whether operating "in-charge" for the whole trip or only a portion thereof, or whether in one direction only or in both.

An employe in special service equipped for and operating "in-charge" a portion of a trip shall be paid his "in-charge" rate for the calendar days, any portion of which he is actually "in-charge."

**RULE 17. Instruction Period.** An employe, when hired, shall be placed under instruction for a reasonable period and shall be paid for such instruction period at his daily rate of pay.

**RULE 18. Cleaning Interior of Cars.** Employes required to perform interior cleaning of cars at layover points, as specified in operating schedules or otherwise authorized, shall be paid at the rate of \$1.00 per cleaning.

**RULE 19. Pay Periods.** Employes shall be paid not less frequently than semi-monthly.

## LAYOVERS AND RELIEFS

**RULE 20. Layovers in Regular Assignments.** Specific layovers at each terminal shall be designated in operating schedules for regular assignments.

**RULE 21. Layovers Applicable for Purpose of Computing Held-for-Service.** For the purpose of computing held-for-service, a layover of 2½ hours for each hour of credited service,



less time enroute not credited, if any, with a maximum layover of 24 hours at an away-from-home station, shall apply to the following classes of service:

Regular service which is terminated at a point where no specified layover is established;

Extra-in-line service;

Special Service;

Extended special tour;

Deadheading on car;

Deadheading on pass at direction of Management (except in connection with witness service).

The layover period of an employe filling a regular assignment shall expire with the expiration of the time paid for the services performed, which is the layover designated in the operating schedule.

**RULE 22. Days Off Duty.** Not less than 96 hours off duty each month in 24-consecutive-hour periods, or multiples thereof, shall be allowed at designated home terminal.

**RULE 23. Periodic Relief in Overnight Runs.** Not less than 3 employes shall be operated on overnight round trip runs which operate daily.

Q-1. What is meant by an overnight round trip run under this Rule?

A-1. Any operation where the spread of the trip includes the hours from 12 mid-night to 6 A.M. in each direction.

Employes operating in one night round trip assignments shall be given a 24-hour relief period after not more than 4 round trips.



**RULE 24. Prorating Relief.** When an employe operating in an assignment carrying periodic relief fails to complete the cycle, he shall be paid the pro rata proportion of the scheduled relief.

**Example:** In an assignment requiring 2 employes, where relief of one day is granted after 2 round trips, employes (regular or extra) making one round trip shall be allowed  $2\frac{1}{2}$  days' pay; likewise, employes making one-way trip shall be allowed  $1\frac{1}{4}$  days' pay.

## **SENIORITY RIGHTS AND ROSTERS**

**RULE 25. Basic Seniority Date.** Seniority begins the day the employe's pay starts in the seniority district and in the class to which assigned. Where the pay of two or more employes starts upon the same day the employing officer shall designate the order in which the names of such employes shall appear on the seniority roster.

The seniority of an employe shall be confined to the district in which regularly employed.

**RULE 26. Seniority Rosters.** Separate seniority rosters of each class, showing name and seniority date of employes, numbered in chronological order, in the respective districts, shall be revised and posted as of January 1st each year in a place accessible to those affected.

The following rosters shall be established:

- (a) Porters (including porters-in-charge)
- (b) Attendants (including Attendants-in-charge and Attendants assigned to kitchen work)
- (c) Maids
- (d) Bus Boys.

A copy of each seniority roster shall be furnished the Chairman of the Local Grievance Committee in the respective districts at the time posted.

An employe shall have 60 days from date his name first appears on the roster to protest his seniority date or relative position on the roster, except, where an employe is absent on leave or because of sickness at the time the roster is posted, this time limit shall apply from the date such employe returns to duty. If no such protest is taken within the 60 day period, future appeals shall not be recognized, unless the employe's seniority date or relative standing on the roster is changed from that first correctly posted.

**RULE 27. Districts Consolidated.** When districts are consolidated the employes affected shall be allowed full seniority on the consolidated roster. Assignments in existence shall not be bulletined as new runs at the time of consolidation.

**RULE 28. Districts Divided.** When a district is divided and the roster is separated, the employes involved shall have the choice on the basis of seniority of remaining in the old district or of transferring to the new district at the time of separation. All transfers under this Rule shall be made with seniority rights unimpaired.

**RULE 29. Districts Discontinued.** When a district is discontinued and runs are transferred, employes assigned to such runs, or an equivalent number, and a proportionate number of the extra employes, may transfer with the runs to the new point of operation, but such runs shall not be bulletined as new runs at the time of transfer. However, any vacancies caused by regularly-assigned employes not transferring shall be bulletined in the district

to which the run is transferred. Employees so transferred shall be allowed full seniority in the district to which transferred and their names shall be added to the seniority roster of that district in accordance with their full seniority rights.

Employees not so transferred shall, upon application, be privileged to transfer elsewhere under the provisions of Rule 30.

**RULE 30. Permanent Transfer to Another District or Class.** (a) When employees permanently transfer from one district to another (except as provided in Rules 27, 28, 29, 32 and 33), their seniority in the district to which transferred shall begin with the date of permanent transfer and they shall lose all seniority in the district from which transferred. Employees shall not be compelled to accept a permanent transfer to another district. The names of employees permanently transferred shall be posted for 30 days immediately after transfer in the district from which transferred.

(b) With Management's approval, an employee may transfer within the district where his name appears on the seniority roster from one class of service to another, coming within the scope of this Agreement with retention of accumulated seniority. However, when an employee transfers from one class of service to another his seniority in the class from which transferred will be retained and he will begin to accumulate seniority in the class to which transferred as of the date of transfer. His name shall appear only on the seniority roster of the class in which he is currently working. If such employee subsequently transfers back to a class in which he had previously worked, he would return with the same seniority he had in that class at the time he transferred from it. Likewise, if he again transfers to a second class of service in which he had previously

worked, he will take up seniority in that class where he left off. The names of employes permanently transferred from one class to another within the same district shall be posted for 30 days immediately after transferred.

**NOTE:** For the purposes of this paragraph the Chicago Commissary and the other Chicago districts shall be considered "the district."

(c) When attendants are needed, bus boys in that district shall be given the opportunity to transfer to the attendants' roster on a basis of seniority, fitness, and ability; fitness and ability being sufficient, seniority shall govern.

**RULE 31. Temporary Attendant or Bus Boy Rosters.** In districts where commissary service now is operated or may be inaugurated in the future and seniority rosters for attendants or bus boys are not established, Management shall be privileged to establish temporary attendant or bus boy rosters under the following conditions:

- (1) Attendants or bus boys from other districts operating such commissary service shall be given the opportunity to transfer to the temporary rosters without sacrificing their seniority in their home districts. Any additional requirements on these temporary rosters shall be filled by porters in the district concerned or by the employment of new porters, if necessary. All such porters shall be privileged to transfer to temporary rosters on a voluntary basis, seniority, fitness and ability to be considered; fitness and ability being sufficient, seniority shall govern.
- (2) Existing seniority of employes transferred to temporary rosters shall not be impaired in any way and they shall continue to accumulate seniority in their re-



spective classes while on temporary rosters. Seniority on the temporary rosters shall begin with date of transfer and terminate upon leaving those rosters.

- (3) Employes transferring to temporary rosters shall agree to remain on those rosters for at least 60 days.
- (4) Employes transferring to temporary rosters shall have full displacement rights when returning to their permanent classifications, in accordance with the provisions of Rule 44.
- (5) The bus boys' rate of pay shall apply to an employe transferring to a temporary bus boys' roster.
- (6) Management shall advise the International President of the Organization in writing 5 days in advance of the establishment of a temporary attendant or bus boy roster.
- (7) When new commissary service is established between a district having either a permanent or temporary attendant or bus boy roster and a district not having either such roster, the new commissary service shall be awarded to the district with the attendant or bus boy roster.

**Exception:** In the establishment of new commissary service on the "Clocker" operations between Philadelphia and New York, such commissary service shall be awarded to the district at which the long layover occurs.

- (8) When new commissary service is established between two districts having **temporary** attendant or bus boy rosters the seniority of the senior extra porters of the two districts concerned shall determine which district will operate the new service.



- (9) When new commissary service is established between a district having a permanent attendant or bus boy roster and a district having a temporary attendant or bus boy roster, the new service shall be awarded to the district having the permanent roster.

**RULE 32. Runs Transferred to Another District.** When a run is transferred from one district to another in the same city through change in ownership of roads over which it operates, terminal facilities or otherwise, the employes assigned to such run, or an equivalent number, may transfer with it, but such run shall not be bulletined as a new run at the time of transfer. However, any vacancies caused by regularly-assigned employes not transferring shall be bulletined in the district to which the run is transferred. Employes so transferred shall be allowed full seniority in the district to which transferred and their names shall be added to the seniority roster of that district in accordance with their full seniority rights.

**RULE 33. New Service Acquired by Company.** When sleeping or parlor car service is acquired by The Pullman Company, the employes taken over with such service shall retain their seniority rights in the lines acquired. When such service is consolidated with an existing district, the employes received by transfer shall begin to accumulate seniority rights in the district to which transferred as of the date taken over by The Pullman Company. Employes carried in the district at the time of transfer shall begin to accumulate seniority rights over the service acquired as of the date of transfer.

**RULE 34. Temporary Transfers.** When employes are transferred to other districts to work on seasonal runs or other temporary as-

signments, they shall retain their seniority in the district from which transferred, shall rank as junior to all employees in the district to which transferred and shall not accumulate seniority in such district, but shall exercise seniority rights among employees so transferred according to their seniority dates in their home districts.

**RULE 35. Employees Promoted to Supervisory or Higher-Rated Positions.** Employees promoted to supervisory or higher-rated positions with The Pullman Company shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such supervisory positions and shall have displacement rights as provided in Rule 44 when returning to road service. This Rule shall not be retroactive, but employees heretofore promoted and now filling such positions shall accumulate seniority from October 1, 1937.

Vacancies in positions of Custodian shall be offered in seniority order to employees coming under the provisions of this Agreement. Employees hereafter transferring to position of Custodian shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed as Custodian, and shall have displacement rights as provided in Rule 44 when returning to road service.

**RULE 36. Employees Serving in Organization Positions.** Employees elected or appointed to official positions in the Organization shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such official positions and shall have displacement rights as provided in Rule 44 when returning to road service.

**RULE 37. Continuity of Seniority.** No deductions shall be made from the seniority of employees coming within the scope of this

Agreement for time spent on authorized leaves of absence, furloughs or sickness.

### ASSIGNMENT OF RUNS

**RULE 38. Operating Schedules.** Schedules of regular lines shall be prescribed by the Management and posted in places accessible to those affected or concerned.

**RULE 39. Assignment of Runs to Districts.** In the establishment of new service, consideration will be given to the seniority of extra employees in the districts involved in determining which district shall furnish the employees. The facilities of the district and the number of extra employees carried being sufficient, the run shall be given to the district where the extra employees have the greater seniority.

Q-1. What shall be considered new service?

A-1. The following shall be considered new service:

- (a) Any additional service;
- (b) Change of a terminal in an established run;
- (c) A permanent change in the type of car regularly operated in a run which requires the assignment of an employee of a different classification under this Agreement.

Q-2. How shall "greater seniority" be determined?

A-2. It shall be the average seniority of the number of extra employees required for the service, starting with the senior extra employee.

Q-3. Who is the senior extra employee?

A-3. The employee whose name on the roster of the class involved immediately follows that of the junior employee

of the total number of employes of the class required to man the regular assignments of the district. To illustrate, if 55 porters are required to fill all of the regular porter assignments of a district, then the 56th porter of that district is the senior extra porter of the district. However, employes (other than furloughed employes) who have not performed service during the 6 months preceding the inauguration of the service shall not be counted in making this calculation.

### ASSIGNMENT TO RUNS

**RULE 40. Bulletining of Runs.** (a) New runs, each side of a run which has preferred sides, also seasonal runs and vacancies known to be of more than 60 days' duration shall be promptly bulletined for a period of 10 days in the district where they occur. Employes desiring to bid for such runs shall file their applications with the designated official within the prescribed period and assignment shall be made within 5 days thereafter. Employes bidding on more than one bulletined run shall specify in their applications their first choice, second choice, etc.

The name of each employe assigned shall be immediately posted where the run or vacancy was bulletined.

An employe who has been assigned to a run shall be placed in it in seniority order after expiration of the layover from his preceding trip except that he shall be privileged to depart before the expiration of the layover from his preceding trip with the understanding that when an employe departs prior to the expiration of the layover from his preceding trip, the Company shall pay him straight time only for such "double" and shall not be required to pay



at a punitive rate for any punitive time which may result from such "double." The hours accumulated on such doubles shall not be included in the total hours for the month.

For the purpose of this Rule extra employees shall not be considered as having a layover. A regularly-assigned employee who is awarded another run shall have no rights in the run from which he bid.

Q-1. If an employee is absent for a period of more than 60 days because of illness, suspension, or leave of absence, shall the run vacated by such employee be bulletined as provided in this Rule?

A-1. Yes, the run shall be bulletined as soon as it is known that the employee will be absent for more than 60 days.

Q-2. What are assignments having preferred sides?

A-2. Assignments where the home layovers occur on the same day or days of a week, as for instance, runs requiring 1-1/6, 1-3/4, 2-1/3, 3-1/2, 4-1/5, 4-2/3, 5-1/4, 7, 9-1/3, 10-1/2, or 14 employees.

(b) An employee absent in service, on leave of absence, on suspension or vacation, or absent account illness during the period a run is bulletined and awarded to a junior employee shall have the privilege, fitness and ability being sufficient, to displace any junior employee assigned to a line during his absence. Such displacement rights shall be exercised within 20 days from the date he returns to his home terminal or returns to duty.

(c) When no bids are filed for a bulletined assignment, such assignment shall be filled by assigning the junior extra employee having sufficient fitness and ability therefor and who has served his probationary period. However, such



an employe shall not be assigned until the day before he is due out and such assignment shall not be made until the employe is available on that day. A senior extra employe shall have the right to displace into the line.

**RULE 41. Resigning from Regular Assignments.** A regularly-assigned employe may resign from his assignment by giving a 15-day written notice to his district representative, provided there is an employe on the extra board in that district who is junior to him and who has served his probationary period, including employes on temporary transfer in that district. The 15-day period shall commence at the time and date written notice of resignation is postmarked or is filed with his district representative.

An employe who resigns from his assignment shall not have displacement rights, but shall have the right to exercise his seniority to bid on bulletined runs or assignments.

An employe who resigns from an assignment shall be considered an extra employe at the expiration of the specified layover accruing to the last trip he makes in his assignment from which he is resigning and provided the 15-day resignation period has expired.

Where a regularly-assigned employe resigns from his assignment, the vacancy will be promptly bulletined.

A regularly-assigned employe who resigns his assignment and accepts a temporary transfer to another seniority district shall retain seniority in his home district.

**RULE 42. Re-Bulletining Changed Runs.** A change in terminal, any change in a run that creates or eliminates a preferred side, alteration of total home layover in excess of 10 per cent or change from or to an "in-charge" operation shall constitute a changed run which shall be bulletined as provided in Rule 40.

Where a run is changed for any cause which requires that it be re-bulletined, the senior employees in the assignment up to the number required for the changed operation shall be privileged to continue in the run until awards are made under the new assignment, except in cases where a run is changed from a non-in-charge to an in-charge run in which event the employees not qualified to run in-charge shall immediately be displaced and may exercise their displacement rights as provided in Rule 44.

**RULE 43. Temporary Discontinuance of an Assignment.** (a) Where a regular assignment has been temporarily discontinued or interrupted due to "acts of God," such as storms, hurricanes, earthquakes, floods, etc., the employees affected, when at or returned to their home station, shall not be considered as "held for service." Their names shall be placed on the extra list after expiration of layover and they may be assigned as extra employees in accordance with Rule 46 to service which will make them available for their regular assignment when resumed. If such an employee is due an assignment which would not make him available for his regular run, he will be excused and revert to the foot of the extra list.

(b) Where a regular assignment has been temporarily discontinued or interrupted due to causes other than "acts of God," the employees affected, when at or returned to their home station, shall be placed on the extra list after expiration of layover and as extra employees shall be subject to any assignment or assignments which will make them available for their next regular trip, if possible, or otherwise within a reasonable time. They shall not receive less credit than they would have earned on their regular runs had such runs not been temporarily discontinued, provided they do not refuse an assignment.

(c) When a regularly-assigned car is cut out en route and the run is blanked to the away-from-home station of the assignment the employe assigned to such run, when conditions permit, may be deadheaded to the away-from-home station of the run to protect the return trip of the assignment.

(d) When a regularly-assigned car having commissary features is temporarily replaced by another type of car having commissary features, either at the home station or at the away-from-home station of the attendant, the regularly-assigned attendant shall go out on the run, except that when at his home station, if he signifies a desire not to go out, the assignment shall be filled from the "extra" list of attendants. Under such circumstances the regularly-assigned attendant shall automatically revert to the "off" list with loss of time.

When a non-commissary car is temporarily substituted for a commissary car, an extra porter shall be assigned.

(e) Where the temporary discontinuance of a regular assignment under this rule extends beyond 15 days, the assignment shall be discontinued and the employe thus affected shall have displacement rights as provided in Rule 44. When the assignment is restored, it shall not be considered as new service under the provisions of Rule 39 but shall be rebulletined in accordance with the provisions of Rule 40.

**RULE 44. Displacement Rights of Employees.** An employe who loses his run through no fault of his own may apply for and shall have the right, in accordance with the provisions of Rule 45, to occupy any assignment covered by the same seniority roster in his district where his seniority is greater than that of an employe on such assignment. Displacements shall be made at the designated home

terminal of the run at least 3 hours prior to the reporting time of the run into which displacement is to be made.

The right of a displaced employee to apply for another assignment must be exercised within 20 days (480 hours) from the time and date of displacement (expiration of layover), except that when displaced while absent in service or absent on account of illness, suspension, leave of absence or vacation, the 20 days (480 hours) shall date from the time and date the employee returns to his home terminal from service or reports for duty at his home terminal following illness, suspension, leave of absence or vacation.

In the event an employee becomes ill, goes on vacation or on leave of absence, or is suspended after being displaced, the right to apply for another assignment must be exercised within 20 days (480 hours) from time and date of displacement.

For the purpose of this Rule, an employee desiring to displace a junior employee shall signify his intention in writing and shall immediately be considered as assigned to such a run and shall be permitted to enter the run in the same manner as provided in the third paragraph of Rule 40 (a).

An employee who has resigned from a regular assignment to accept a temporary transfer shall not have displacement rights in runs bulletined during the period he was absent on temporary transfer.

An employee absent in service or who is absent because of illness, suspension, leave of absence, or vacation, during the period an assignment is bulletined and awarded to a junior employee shall have the privilege of displacing such junior employee in accordance with the provisions of Rule 45.



**RULE 45. Seniority, Fitness and Ability.** Assignments to regular service, by bulletin or displacement, shall be made on the basis of seniority, fitness and ability; fitness and ability being sufficient, seniority shall govern.

Employees shall not be paid for time lost in the exercise of seniority.

In the event the senior applicant is not assigned and waives his right to appeal, he may, within 5 days from date of non-assignment, request the district representative of the Company to suggest a course of training or preparation designed to correct his shortcomings. Such suggestion shall be made, and if within 30 days thereafter, the employee is able to qualify without expense to the Company he shall be placed in the assignment for which he made application.

**Exception:** Where the expense for maid service is borne by a railroad company or companies, maids may be, in order to meet the wishes of the roads, assigned without regard to seniority.

## **EXTRA EMPLOYES**

**RULE 46. Operation of Extra Employees Out of Home Station.** (a) Extra employees when available, except as provided herein, shall be used "first-in, first-out" in accordance with expiration of layover. The layover shall be the total credited hours the employee accumulated from the time he last left his home station until he returns, with a maximum layover of 5 days. Upon return to his home station, the employee shall promptly inform the signout office of the total number of credited hours accumulated since he last left his home station. Employees may report in person or by telephone to the signout office. Extra employees shall be furnished an assignment slip showing time and place required to report for duty, also destination.



(b) A regular signout period shall be established in each district and agency where a porters', attendants', maids', or bus boys' roster is maintained, at which time assignments will be made for a succeeding 24-hour period. Such 24-hour period shall be designated as a signout day, and the specific starting hour of the signout day shall be determined by local conditions. The signout period shall be determined by local conditions. The local representative of the Brotherhood of Sleeping Car Porters shall be notified in writing by the district representative at least 5 days in advance of any change in the schedule of the signout period or the signout day and bulletin shall be posted for the information of the employees.

*changed*  
(c) At the beginning of the signout period, all known assignments which have a reporting time falling within the next signout day shall be listed in the order of reporting time separately for each group of employees carried on rosters. Road service assignments (which include dead-head assignments) shall first be grouped in chronological order. Thereafter, station duty assignments shall be grouped in chronological order. During the specified signout period, such assignments shall be held for the required number of extra employees in the order of their standing on the extra list and those who are excused or who fail to make themselves available shall be dropped to the bottom of the extra list at the close of the signout period, except that an employee excused from station duty shall not lose his position on the extra list.

(d) An employee released at his home station following a road service assignment must register in person or by telephone before he will be considered for another assignment. He will be considered for assignment during a signout period only if he has previously registered at least one hour prior to the scheduled start of the signout period; however, if he registers

during the signout period, he shall be considered for assignments to be filled after the signout period is completed. It shall be the obligation of each employee to contact the signout office during the signout period to receive an assignment to which he is entitled.

*Changed*  
(e) An assignment remaining unfilled at the close of the signout period and all assignments developing after the beginning of the signout period which have a reporting time prior to the end of the signout day shall be made to the remaining available employees of that group, according to their standing on the extra list, who are registered for that signout day, except that an extra employee assigned to station duty shall be given a road service assignment which both arises, and has a reporting time within his tour of station duty.

*Changed*  
(f) When there is service requiring 2 or more employees with the same reporting time and employees eligible under this Rule have layovers expiring simultaneously, the senior employee shall be given the assignment with the farthest destination. Likewise, when there is requirement for one employee and there are 2 or more employees eligible under this Rule whose layovers expire at the same hour, the senior employee shall be given the assignment.

*Changed*  
(g) An employee whose assignment is canceled or an employee who reports at his home terminal after the assignments have been made for the day, shall not be privileged to displace another local extra employee of his group already assigned, but may displace a regularly-assigned employee who is being "doubled." An employee shall not be removed from an assignment after reporting time of the assignment.

*Changed*  
(h) An employee excused from an assignment outside of the signout period under this Rule shall immediately revert to the bottom of

the extra list, which shall be the position immediately following the name of the employe having the longest layover at the time.

(i) Witness service of less than 6:50 hours, station duty and "called and not used," shall not be considered an assignment under this Rule.

(j) This Rule shall not operate to prohibit the use of an employe out of an away-from-home station (including an intermediate station) in service moving toward his home station on a direct railroad route having through Pullman service or by a rail route diverging in mileage from the direct route not to exceed 15 per cent or to a point within a radius of 50 miles of his home station. The 50-mile radius shall be applicable when the 15 per cent of the mileage off the direct route is less than 50 miles.

Q-1. What is meant by "the direct route" as used in this paragraph (j)?

A-1. The direct route means the railroad route with the shortest mileage between two points.

(k) An employe absent from service because of illness, injury, or on a leave of absence when again reporting for duty shall have his name entered at the bottom of the extra list. Likewise, an employe received on or from temporary transfer, recalled from furlough, or a regularly-assigned employe displaced or resigning from an assignment, shall have his name entered at the bottom of the extra list.

(1) An employe who has served a suspension shall upon completion of such time have his name entered on the extra list in the position he would occupy had such time been treated as layover. (An employe suspended shall be given definite advice of the date and hour the suspension expires.)

(m) A daily record shall be kept at each district and agency showing the employees available for the signout period, listing them in chronological order and showing their layover expiration, covering all assignments of extra employees, both local and foreign. The daily record shall also include notations indicating date and time requests for cars were received from the railroads covering assignments made after the close of the signout period. These records shall be kept on a uniform basis in all districts and agencies and shall be available for inspection by employees or their representatives at any time.

**Exceptions to "first-in, first-out" provision:**

(1) Use of employees while serving their 6 months' probationary period.

**NOTE:** It is understood that under this exception the Management will use such extra employees with a view to giving them the greatest variety of experience.

(2) Use of employees with less than 2 years' service in filling "in-charge" assignments.

**NOTE:** When no two-year employees are available on the extra list, regular line employees may be used.

(3) Use of employees, irrespective of seniority or assignment, in filling private car or unusual special service requirements.

**Q-1. What is a private car?**

**A-1.** A private car is a railroad private car or railroad business car operated by The Pullman Company for an individual of prominence.

**Q-2. What constitutes an unusual special service requirement?**



A-2. A car provided for an individual or individuals of prominence such as the President of the United States, the Governor of a State, or the President of a Railroad Company. This exception is not to apply to special service tours such as for Kiwanis Clubs, chambers of commerce, and fraternal organizations.

**RULE 47. Regulating Number of Extra Employees.** Extra boards shall be so maintained as to afford each employe carried thereon, as nearly as possible, minimum earnings of approximately two-thirds of basic month's pay.

This Rule shall not be construed as guaranteeing two-thirds of a basic month's pay.

## **REDUCING AND INCREASING FORCES**

**RULE 48. Reducing and Increasing Forces.** In reducing forces, seniority shall prevail in determining those to be retained in service. When more than one employe is to be furloughed, senior employes of the group to be furloughed shall be withheld from service until the arrival at the home station and furlough of the junior employe of the group.

When forces are increased, those furloughed shall be returned to service in the order of their seniority, provided they have filed their names and addresses with the district representative of the Company. Failure to report for duty within 7 days after written notice shall have been mailed or telegraphed to the last recorded address shall automatically terminate employment relation with the Company, unless a satisfactory explanation is given.

## **GRIEVANCES AND CLAIMS**

**RULE 49. Hearings.** An employe shall not be disciplined, suspended or discharged without a fair and impartial hearing.



2 Discipline shall be imposed only when the evidence produced proves beyond a reasonable doubt that the employe is guilty of the charges made against him.

3 An employe may, however, be held out of service pending investigation, hearing, and decision.

An employe shall be notified in writing of the time and place of hearing and the specific charge against him not later than 90 days from the date the Company receives the original complaint. The charge shall not be made up solely of broad and general words but shall state the particular acts the employe is charged with committing. If the Company fails to notify the employe of time and place of hearing or fails to make a specific charge against him within 90 days from receipt of original complaint, the complaint shall be barred.

5 Hearings shall be held within 20 days from the date the specific charge shall have been mailed to the employe at his last recorded address and decision shall be rendered in writing within 20 days after hearing is completed.

6 When charges are preferred against an employe under this Rule, a copy of said charges shall be mailed to the local representative of the Organization in the district where the hearing is to be held. Copies of all decisions rendered by the Company in which discipline is assessed against an employe covered by this Agreement shall be mailed to the local representative of the Organization in the district where the hearing is held.

7 No charges upon which an employe has been disciplined which appear on the employe's service record shall be introduced into the hearing of a current case unless previous disciplinary action was a result of charges similar to the current charge and shall be limited to such

previous incidents as have occurred within a 5-year period prior to the date of the current incident.

8 An employe shall be furnished a full and exact copy of the original letter of complaint within 30 days after date of receipt by Management. If such letter is not given the employe or mailed to his last recorded address within 30 days from date of receipt by Management, the complaint shall be barred.

9 When an employe is to be interviewed by a representative of The Pullman Company or of a Railroad Company on a complaint, he shall be privileged to have his duly-authorized representative present.

**RULE 50. Unjust Treatment.** When an employe considers he has been unjustly treated and desires a hearing, he or his duly authorized representative shall make written request containing the specific charge to his district representative within 60 days from date of alleged unjust treatment or it shall be barred. Hearing shall be held within 20 days from date of receipt by the district representative of request for hearing. Decision shall be rendered in writing within 20 days after hearing is completed.

**RULE 51. Witnesses, Testimony, and Records.** At the hearing the employe aggrieved may remain throughout the proceedings and with the designated representatives of the interested parties shall have the following privileges:

- (1) To produce witnesses and cross-examine any who are present at the hearing and testify;
- (2) To make statements off the record upon request.

When testimony, written or oral, is presented in a hearing against an employe, only that part of the testimony which is germane or relevant

to the charges against the employe shall be admitted in the record.

A transcript of all hearings shall be made and two copies furnished the employe or his representative.

**RULE 52. Date of Suspension.** If a regularly-assigned employe is suspended, the suspension shall date from the time he is taken out of service which shall be the expiration of his layover at his home station from the previous trip. Where an extra employe is suspended, the suspension shall date from the reporting time of the next assignment due him at his home station.

If an employe shall have been held out of service pending investigation for a longer period than is represented by the discipline administered, he shall be compensated for the wage loss, if any, suffered by him for the time in excess of the disciplinary period. Such compensation shall be the amount of wages he would have earned, less compensation received in other employment.

**RULE 53. Appeals.** If the decision of the district representative is not satisfactory, the employe involved or his representative shall have the right of appeal. Such appeal shall be made in writing within 30 days from date of decision of the official initially handling the case to the Appeals Officer, or to such other officer as may be designated from time to time by the Vice-President, Operating Department. If conference on appeal is requested, it shall be held within 20 days of date of receipt of request and decision shall be rendered within 20 days after conference is completed. If no conference is requested, decision of the Appeals Officer shall be made within 20 days after receipt of the appeal. Decision of the highest officer designated to handle appeals shall be

final and binding, unless appealed in accordance with the provisions of the Railway Labor Act within 60 days from the date of decision.

**RULE 54. Extension of Time Limits.** The time limits provided in Rules 49, 50, and 53 (discipline and grievance rules) may be extended by mutual agreement.

**RULE 55. Remanding Grievances.** When new evidence or testimony, not available at the last hearing, is introduced at the time a grievance is being considered in conference on appeal, either party may elect to have the case remanded for rehearing and decision under Rule 49. If not then satisfactorily adjusted, it shall be returned to the remanding official. No case shall be remanded more than three times.

**RULE 56. Application and Decision in Writing.** Applications for appeals and all decisions thereon shall be in writing.

**RULE 57. Record Cleared of Charges.** If final decision exonerates the employe of the charge preferred against him, his record shall be cleared of such charge, and if held out of service or dismissed he shall be reinstated and compensated for the wage loss, if any, suffered by him. Such compensation shall be the amount of wages he would have earned, less compensation received in other employment.

## **CLAIMS**

**RULE 58. Application and Interpretation of Agreement.** Claims involving the application and interpretation of rules of the Agreement shall be handled as promptly as possible. When such claims are presented in writing to the district representative of the Company by the local representative of the Organization, the latter shall submit a statement of facts in



the case and refer to the Rule or decision on which the Organization bases its claim. If the claim is not allowed by the district representative, he shall furnish the local representative of the Organization with a written statement of facts and reasons why claim is not allowed. If conference is desired by either party, it shall be granted without unnecessary delay.

If the claim is not adjusted by the district representative and the local representative of the Organization, they shall prepare and exchange separate statements setting forth their respective versions of the facts for the information of an International Vice-President of the Organization or such other officials as the Organization may from time to time designate and the Appeals Officer in Chicago or to such other operating officer as may be designated from time to time by the Vice-President, Operating. No argument shall be used in the statement of facts. Any further appeal may be taken in accordance with provisions of the Railway Labor Act.

Claims shall be outlawed unless instituted within two years from date of alleged infraction of rules.

Q-1. What is a claim?

A-1. A claim is a dispute involving the application or interpretation of rules of the Agreement.

## REPRESENTATION

**RULE 59. Representation.** The Brotherhood of Sleeping Car Porters, referred to in this Agreement as the "Organization," shall represent all employes covered by this Agreement in the making of Agreements concerning rates of pay, rules and working conditions, and interpretations thereof, generally applicable to said employes, for so long as such representa-

tion is maintained in accordance with the provisions of the Railway Labor Act, and shall have the right to initiate claims alleging violation of Agreement rules.

An individual employe, in handling a grievance involving himself or handling his own personal claim, shall have the right to and must designate his representative at the hearing or at the first conference, as the case may be, and advise whether he will be represented in person, by counsel (any other person or persons), or by the Organization, and he shall notify the Management and his representative in writing of any change in representation.

All personal claims involving the application or interpretation of rules of this Agreement, handled by an individual employe without representation by the Organization, shall be adjusted in accordance with the rules of the Agreement and interpretations agreed upon between the Organization and the Management, and the advice of settlement made shall be in written form and a carbon copy thereof shall be furnished to the district representative of the Organization.

In hearings and conferences (excepting Agreement negotiations), the conferees shall not exceed 4 in number on each side.

## MISCELLANEOUS RULES

**RULE 60. Time and Place for Reporting.** Operating schedules for regularly-assigned employes and assignment slips for other employes shall prescribe the time and place required to report for duty.

In event a dispute arises over the amount of time allotted for the preparation of or putting away of cars at terminals, a joint investigation shall be conducted to review the work required and, if necessary, a test made to determine the proper time allowance.

**RULE 61. Failure to Report.** An employe unable to report for duty for any cause shall notify his supervisor, in advance if possible, otherwise as soon as conditions permit, preferably in writing.

**RULE 62. Absence Without Permission.** An employe absent from work without permission for a period in excess of 7 days shall be considered out of the service, unless a satisfactory explanation is given.

**RULE 63. Notification of Disallowed Time.** When time claimed on time sheet by an employe is not allowed, he shall be promptly notified and, on request upon his district representative, shall be given reasons why such time was not allowed.

**RULE 64 Leaves of Absence.** Employes on request will be granted reasonable leaves of absence when they can be spared without interference to the service, but not to exceed 90 days. An employe who fails to report for duty at expiration of his leave of absence shall be considered out of the service unless such failure is the result of unavoidable delay, under which condition the leave shall be extended to include the delayed time. Employes on leave of absence accepting other employment without the Management's written permission shall be considered out of the service. This Rule shall not take precedence over Rule 36.

**RULE 65. Committeemen.** Employes acting as committeemen representing employes governed by the provisions of this Agreement will, upon request, be granted necessary time off and shall retain their seniority rights unimpaired during the time so occupied. They shall be furnished available sleeping accommodations designated by the Management when required to travel on committee work.

**RULE 66. Period of Probationary Employment.** 6 months from date last employed (exclusive of time on furlough or time absent for any cause) shall be considered sufficient time to determine the competency of an employe. Within the probationary period the service of an employe may be terminated for any cause. He shall have the right to a hearing in accordance with the provisions of Rule 49, but shall not be privileged to appeal therefrom.

**RULE 67. Return to Work of Employees Retired Under Total Disability.** An employe retiring under the disability provisions of the Railroad Retirement Act or The Pullman Company's Retirement and Pension Plan will retain seniority until he attains the age of 65 years. The vacancy resulting from such an employe's retirement will be bulletined as provided in Rule 40. Should the employe recover sufficiently to resume service prior to reaching the age of 65, he may exercise his seniority as provided in Rule 44.

**RULE 68. No Shut-Down Nor Suspension of Work.** While questions in dispute are pending, there shall be neither a shut-down by The Pullman Company nor a suspension of work by the employes.

**RULE 69. Duration of Agreement.** This Agreement, when signed by the authorized representative of The Pullman Company and of the employes, shall become effective January 1, 1953, and shall supersede all Agreements governing rates of pay, rules and working conditions heretofore made for the employes involved herein. It shall continue in force until changed in accordance with the provisions of the Railway Labor Act.

Signed at Chicago, Illinois, this 25th day of November, 1952.



**FOR THE PULLMAN COMPANY:**

H. R. LARY

Supervisor, Labor Relations

**APPROVED:**

F. J. BOECKELMAN

Manager, Employee Relations

**FOR THE EMPLOYEES REPRESENTED  
BY THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:**

A. PHILIP RANDOLPH

International President

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**MEMORANDUM OF UNDERSTANDING  
REGARDING NEW YORK, NEW HAVEN  
AND HARTFORD RAILROAD PARLOR  
CAR SERVICE TO BE ACQUIRED BY  
THE PULLMAN COMPANY EFFECTIVE  
SEPTEMBER 1, 1949**

It is hereby understood and agreed between The Pullman Company and its porters, attendants, maids and bus boys, represented by the Brotherhood of Sleeping Car Porters, that the following exceptions shall be made to **Rule 34. New Service Acquired by Company** when New York, New Haven and Hartford Railroad parlor car operations are acquired by The Pullman Company effective September 1, 1949:

(a) The runs involved in the New York, New Haven and Hartford Railroad parlor car service to be acquired by The Pullman Company shall be assigned to the New York District and the Boston District in accordance with the provisions of **Rule 40. Assignment of Runs to Districts**. These runs shall be bulletined on September 1, 1949, in the New York District and the Boston District. Until awards are made on these bulletins, the assignments shall be filled from the extra boards of the New York District and the Boston District.

(b) Porters, attendants and bus boys now employed by the New York, New Haven and Hartford Railroad Company, and who were in an employment status with The Pullman Company at the time the operation of parlor cars was taken over by the New York, New Haven and Hartford Railroad Company February 1, 1948, shall be reinstated on Pullman seniority rosters effective September 1, 1949, with the same seniority dates and relative positions held by them on January 31, 1948, in the districts at which they were formerly employed. These employees shall have full seniority and displacement rights on Pullman sleeping and parlor car service in their respective districts. They shall operate on the extra boards until awards are made in the parlor car runs to be bulletined September 1.

(c) Porters, attendants and bus boys now employed by the New York, New Haven and Hartford Railroad Company and assigned to parlor car service to be taken over by The Pullman Company September 1, 1949, who were employed by that railroad on or after February 1, 1948, shall be placed on Pullman seniority rosters effective September 1, 1949, in either the New York District or the Boston District with the same seniority dates and relative positions held by them on the New York, New Haven and Hartford Railroad parlor car employee seniority roster. These employees shall have full seniority and displacement rights in accordance with such seniority dates on sleeping and parlor car service in the district where these employees are placed on the Pullman seniority rosters. They shall operate on the extra boards until awards are made in the parlor car runs to be bulletined September 1.

(d) Porters, attendants and bus boys now employed by The Pullman Company and who appear on the seniority rosters in the New York District and the Boston District shall,

effective with the bulletining of the New York, New Haven and Hartford parlor car runs on September 1, 1949, be allowed to exercise full seniority rights in bidding for such runs and shall have displacement rights in such service after the awards are made.

(e) Porters, attendants and bus boys now operating in New York, New Haven and Hartford Railroad parlor car service who are 70 years of age or over shall not be taken up in Pullman service.

Signed at Chicago, Illinois, this 22nd day of August, 1949.

Re-executed at Chicago, Illinois, this 25th day of November, 1952.

**FOR THE PULLMAN COMPANY:**

H. R. LARY

Supervisor, Labor Relations

**FOR THE EMPLOYES REPRESENTED  
BY THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:**

A. PHILIP RANDOLPH

International President, Brotherhood  
of Sleeping Car Porters

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING CREDIT FOR SERVICE  
IN THE ARMED FORCES TO ENABLE  
RETURNING VETERANS TO QUALIFY  
FOR VACATIONS UNDER THE VACA-  
TION AGREEMENT**

It is hereby understood and agreed between The Pullman Company and its Porters, Attendants, Maids and Bus Boys, represented by the Brotherhood of Sleeping Car Porters, that any employe coming within the scope of the working Agreement who returns to active Pullman service from military service prior to the close of any calendar year in accordance with the

provisions of the Selective Training and Service Act of 1940, as amended, or the Selective Service Act of 1948, as amended, and who holds an employment relationship with the Company at the end of such year of his or her return, will be granted a vacation in the next succeeding calendar year as if he or she had performed the amount of service in the year of his or her return required to qualify for a vacation the following year, such vacation to be granted in accordance with the terms of the Vacation Agreement covering the employees above specified.

Thus, if an employe returned from military service to active Pullman service during the year 1952, but was not able to perform the required 160 or more days of compensated service in 1952 to qualify for a vacation in 1953, he or she will nevertheless be treated as if he or she had performed such service in 1952 and be granted a vacation in 1953 in accordance with the terms of the Vacation Agreement covering Porters, Attendants, Maids and Bus Boys. Such employe will not be paid for time not worked on any of the days which are credited under the terms of this Memorandum solely for vacation purposes.

**Example:** An employe who had been with the Company since 1945 was inducted into military service in 1949 and returned to work on October 1, 1952. This employe would not be able to accrue 160 days of compensated service in 1952 and therefore would not be entitled under the present Vacation Agreement to a vacation in 1953. Under the provisions of this Memorandum of Understanding, however, this employe would be credited in 1952 with 160 days of vacation qualifying service regardless of the fact that he did not actually work that number of days for the Company in 1952.

Signed at Chicago, Illinois, this 25th day of November, 1952.



**FOR THE PULLMAN COMPANY:**

**H. R. LARY**

Supervisor, Labor Relations

**FOR THE EMPLOYEES REPRESENTED  
BY THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:**

**A. PHILIP RANDOLPH**

International President

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**MEMORANDUM OF UNDERSTANDING  
CONCERNING LEAVES OF ABSENCE  
TO OBTAIN VOCATIONAL, REHABILI-  
TATION, EDUCATION OR TRAINING**

It is hereby understood and agreed between The Pullman Company and its Porters, Attendants, Maids and Bus Boys, represented by the Brotherhood of Sleeping Car Porters, that any employe covered by the working Agreement who served in the active service of the army, navy, marine corps, coast guard or the merchant marine on or after September 16, 1940, and who is entitled to vocational rehabilitation, or to education or training, under the provisions of the Servicemen's Readjustment Act of 1944, as amended (G. I. Bill of Rights), or Veterans' Readjustment Assistance Act of 1952, shall, upon proper written application, be granted a leave of absence solely for the purpose of obtaining such vocational rehabilitation, or education or training, under either of these Acts, PROVIDED:

- (1) that he or she left the position of porter, attendant, maid or bus boy with the Company to enter military or naval service;
- (2) that he or she has been discharged or released from such service under conditions other than dishonorable; and
- (3) that he or she has protected his or her rights to re-employment by returning to active service with the Company or by

applying for and being granted a leave of absence within the time limit prescribed by law.

The leave of absence granted shall be for the period of time necessary for such vocational rehabilitation or education or training as he or she is entitled to under either of the aforementioned Acts, and for 30 days thereafter. In the event the employee's educational privileges under such Acts are terminated short of the period for which the employee was certified by the Administrator of Veterans Affairs or other proper governmental official, such leave of absence shall be considered terminated 30 days thereafter.

It is further agreed that in the application of this Memorandum Agreement it will be permissible for an employee to engage in part-time employment outside of the Company while on leave of absence. He or she shall not be permitted to re-enter the employ of the Company by the exercise of seniority rights during the period covered by such leave of absence but may be taken up temporarily in any vacant position for which no qualified employee bids or for which no qualified furloughed employee is available.

It is understood that an employee who makes application for return to Pullman service following completion or termination of his or her vocational rehabilitation or education or training under the aforementioned Acts, shall be required to submit satisfactory evidence to verify the fact that his or her time absent while on leave has been used for the purpose of obtaining such rehabilitation, education or training and that he or she has applied for re-employment within 30 days after completion or termination of such rehabilitation, education or training. Failing to do so, such employee shall forfeit all seniority held under the working

Agreement covering the employees above specified.

Signed at Chicago, Illinois, this 25th day of November, 1952.

**FOR THE PULLMAN COMPANY:**

H. R. LARY

Supervisor, Labor Relations

**FOR THE EMPLOYEES REPRESENTED  
BY THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:**

A. PHILIP RANDOLPH

International President

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**MEMORANDUM AGREEMENT  
CONCERNING EMPLOYEES ENTERING  
AND RETURNING FROM MILITARY  
SERVICE**

It is hereby understood and agreed by and between The Pullman Company and its porters, attendants, maids and bus boys, represented by the Brotherhood of Sleeping Car Porters, that any employee covered by the Agreement, revised effective January 1, 1953, who, in the event of war or national emergency, enters the military service either by draft, call or voluntary enlistment, shall be considered on leave of absence in accordance with the Selective Service Act of 1948, as amended. His or her re-employment rights with the Company shall be governed by the provisions of the working Agreement, revised effective January 1, 1953, and the above-mentioned Act.

Written advice relative to employees entering military service under the provisions of this Memorandum Agreement shall be furnished the local representative of the employees.

Signed at Chicago, Illinois, this 25th day of November, 1952.

**FOR THE PULLMAN COMPANY:**

**H. R. LARY**

Supervisor, Labor Relations

**FOR THE EMPLOYEES REPRESENTED  
BY THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:**

**A. PHILIP RANDOLPH**

International President

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**VACATION AGREEMENT  
FOR  
PULLMAN PORTERS, ATTENDANTS,  
MAIDS, AND BUS BOYS**

This Vacation Agreement is made this 7th day of July, 1950, by and between The Pullman Company and its porters, attendants, maids, and bus boys, hereinafter referred to as employees, represented by the Brotherhood of Sleeping Car Porters.

**IT IS HEREBY AGREED:**

**Section 1.** (a) Effective August 1, 1950, each employe subject to the working Agreement between The Pullman Company and its porters, attendants, maids, and bus boys, represented by the Brotherhood of Sleeping Car Porters, will be qualified for an annual vacation of 6 days with pay, or pay in lieu thereof, if, during the preceding calendar year, the employe renders compensated service for The Pullman Company in any capacity on 160 days, or if he is paid for a total of 160 days or 1093 hours as provided in the employees' working Agreement.

Because of the change in the basic month from 240 hours to 205 hours effective September 1, 1949, the qualifying days and hours for 1950 vacations shall be 160 days or 1217 hours.



(b) Effective August 1, 1950, each employe subject to the working Agreement between The Pullman Company and its porters, attendants, maids, and bus boys, represented by the Brotherhood of Sleeping Car Porters, having 5 or more years of continuous service with The Pullman Company in any capacity will be qualified for an annual vacation of 12 days with pay, or pay in lieu thereof, if, during the preceding calendar year the employe renders compensated service for The Pullman Company in any capacity on 160 days or 1093 hours (1217 hours for 1950 vacations) as provided in the employes' working Agreement and during the said 5 or more years of continuous service rendered service for The Pullman Company in any capacity on not less than 800 days, or if he is paid for a total of 800 days or 5465 hours as provided in the employes' working Agreement, except as provided in the following paragraph.

Because of the change in the basic month from 240 hours to 205 hours effective September 1, 1949, the qualifying days and hours for 12-day vacations for employes with 5 or more years of service shall be as follows:

Vacations granted in 1950—800 days or 6337 hrs.

|   |   |         |   |   |          |
|---|---|---------|---|---|----------|
| " | " | " 1951— | " | " | " 6150 " |
| " | " | " 1952— | " | " | " 5963 " |
| " | " | " 1953— | " | " | " 5776 " |
| " | " | " 1954— | " | " | " 5589 " |

(c) When computing the days and hours enumerated in paragraphs (a) and (b) above, all payments made under the employes' working Agreement and this Vacation Agreement shall be taken into account in determining qualification for vacation.

(d) Each 6:50 hours paid for in extra service subsequent to September 1, 1949, shall be considered the equivalent of one day in the application of paragraphs (a) and (b) of Section

1. Prior to September 1, 1949, each 8 hours paid for in extra service shall be considered the equivalent of one day.

(e) Calendar days on which an employe carried on the extra board is available for service and on which days he performs no service, not exceeding 60 such days (the equivalent of 410 hours) in the last qualifying calendar year, will be included in the determination of qualification for vacation; calendar days, not in excess of 30 days (the equivalent of 205 hours) in the last qualifying calendar year, on which an employe is absent from and unable to perform service because of injury received on duty will also be included.

(f) Where an employe is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before such discharge and after restoration shall be included in computing 800 days (the equivalent of 5465 hours) under Section 1 (b).

(g) Only service performed for and paid for by The Pullman Company may be combined in determining the qualifications provided for in this Section 1.

**Section 2.** Vacation allowances for employes qualified for a vacation under Section 1 hereof shall be calculated on the following basis:

(a) An employe having a regular assignment entitled to receive 6 days' vacation, or pay in lieu thereof under Section 1 (a), shall be credited and paid the number of days there

are employees in the assignment held by him for the maximum number of round trips (including layover days) he could complete during the vacation period (as shown in Section 13 (a) hereof). He shall be credited with the number of service hours shown on operation form 93.127 for the maximum number of round trips he could complete during his vacation period.

(b) In the event the number of days in the round trip or trips taken off for vacation, under paragraph (a) of this Section, does not equal the full 6-day vacation period, the additional day or days, as shown in the vacation table in Section 13 (a) hereof, shall be paid in addition to all other earnings at the employee's current daily rate, but no hourly credit shall accrue for such additional days.

(c) An employee having a regular assignment who qualifies for a vacation under Section 1 (a) and who is in a run to which more than 6 employees are assigned at the time his vacation is due to be taken shall be given one round trip off and be credited with the number of service hours shown on operation form 93.127 and paid the number of days there are employees in the assignment.

(d) An employee operating on the extra board who qualifies for a vacation under Section 1 (a) shall be paid 6 days at his current daily rate.

(e) An employee having a regular assignment entitled to receive 12 days' vacation, or pay in lieu thereof under Section 1 (b), shall be credited and paid the number of days there are employees in the assignment held by him for the maximum number of round trips (including layover days) he could complete during the vacation period (as shown in Section 13 (b) hereof). He shall be credited with the number of service hours shown on operation form 93.127 for the maximum number of round trips he could complete during his vacation period.

(f) In the event the number of days in the round trip or trips taken off for vacation, under paragraph (e) of this Section, does not equal the full 12-day vacation period, the additional day or days, as shown in the vacation table in Section 13 (b) hereof, shall be paid in addition to all other earnings at the employe's current daily rate, but no hourly credit shall accrue for such additional days.

(g) An employe having a regular assignment who qualifies for a vacation under Section 1 (b) and who is in a run to which more than 12 employes are assigned at the time his vacation is due to be taken shall be given one round trip off and credited with the number of service hours shown on operation form 93.127 and paid the number of days there are employes in the assignment.

(h) An employe operating on the extra board who qualifies for a vacation under Section 1 (b) shall be paid 12 days at his current daily rate.

**Section 3.** Vacation, or allowances therefor, under two or more agreements held by different organizations on The Pullman Company shall not be combined to create a vacation of more than the maximum number of days provided for in any of such agreements. Each employe who qualifies for a vacation will be granted a vacation or will be paid in lieu thereof under the provisions of the Agreement of the craft or class in which the employe is working at the time the vacation is granted or payment made in lieu thereof.

**Section 4.** Time off on account of vacation with pay will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.



**Section 5.** The absence of an employe on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the working Agreement, unless an employe requests and is granted additional time off, which combined with vacation time will exceed 60 days, in which event the bulletin rules shall apply.

**Section 6.** Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service shall be given to the preference of employes in their seniority order when granting vacations. Representatives of The Pullman Company and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit. Each employe qualified for a vacation or payment in lieu thereof shall be paid the vacation allowance not later than the payroll covering his assigned vacation period.

**Section 7. (a)** Vacations shall not be accumulated or carried over from one vacation year to another.

**(b)** Employes operating on the extra board shall take off as vacation either 6 days or 12 days according to their length of service as provided in paragraphs (a) and (b) of Section 1.

**(c)** The vacation period for regularly assigned employes shall begin at the expiration of the specified home layover. After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

(d) The vacation period for extra employes shall start as outlined in Questions and Answers 15, 16, 17, 18, 19, and 20 and the Examples thereto, as shown in Section 12 hereof.

**Section 8.** No vacation with pay, or payment in lieu thereof, will be due an employe whose employment relation with The Pullman Company has terminated prior to the scheduled vacation period as provided in Section 6, except as follows:

(a) An employe who retires under the provisions of the Railroad Retirement Act shall receive payment for vacation due; and

(b) In the event an employe who has earned a vacation dies before receiving such vacation or payment in lieu thereof, payment for the vacation due shall be made to the widow or widower, if one survives, otherwise to the estate of the deceased employe.

**Section 9.** Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either The Pullman Company or the Organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee composed of the Vice-President in Charge of Operations for The Pullman Company and the International President of the Brotherhood of Sleeping Car Porters for the employes or to representatives whom they may designate. It is agreed that the committee herein provided will meet between January 1st and June 30th and July 1st and December 31st of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbi-

tration being handled by such committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this Agreement.

**Section 10.** This Vacation Agreement shall become effective August 1, 1950, and shall supersede the Vacation Agreement for Pullman porters, attendants, maids, and bus boys, effective January 1, 1944, and all memoranda of understanding regarding vacations for Pullman porters, attendants, maids, and bus boys.

An employee who has taken or is scheduled to commence his vacation during the year 1950 prior to August 1, 1950, shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period August 1, 1950—December 31, 1950.

**Section 11.** This Vacation Agreement shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

**Section 12.** The parties agree that the following interpretations apply to the applicable provisions of this Vacation Agreement:

Q-1. When shall vacation schedules be prepared and posted?

A-1. Vacation schedules shall be prepared and posted not later than January 15 of each calendar year covering vacations to be taken during that year. They shall be posted in a place accessible to all employees affected.

Q-2. When a vacation schedule is being prepared shall each employee in selecting his vacation period designate a specific date he desires to have his vacation start, or shall he designate a specific semi-monthly payroll period?

A-2. A specific semi-monthly payroll period. However, once a vacation schedule is established the employe shall designate the specific date on which he desires to commence his vacation period not more than 30 days nor less than 15 days prior thereto. The specific starting date must be on a day he is scheduled to report for duty and must fall within the previously designated specific semi-monthly payroll period.

Q-3. Shall a new vacation period be assigned to an employe when operating conditions do not permit him to have the one scheduled for him?

A-3. No, he will be paid for his vacation period in lieu thereof.

Q-4. Shall an employe who is displaced after he designates the date for starting his vacation be paid in lieu of his vacation?

A-4. Yes, except as provided in Question 5 and Answer 5 of this Section.

**Example:** On July 21, an employe regularly assigned in a 13-man run designates August 5 as the starting day of his vacation. He is scheduled to depart at 5:30 P.M., July 23, on the last trip prior to his scheduled vacation. However, he is notified on July 22 that he will be displaced by a senior employe at 5:30 P.M., July 23. The displaced employe shall be paid for his vacation. He shall be privileged to exercise his displacement rights under Rule 44 of the employes' working Agreement. When service conditions permit he shall be privileged to lay off on his own time whatever trips he may desire in the assignment into which he displaces.



- Q-5. Shall an employe who is displaced on the date he is due to start his vacation be paid in lieu of his vacation?
- A-5. No. He shall take the number of days represented by the maximum number of round trips (as shown in applicable vacation table in Section 13 hereof) he could complete during the vacation period without loss of time in the assignment from which he was displaced. He shall have displacement rights as provided in the employes' working Agreement, or he shall be placed on the extra board.
- Q-6. Is it permissible for employes to exchange (swap) assigned vacation periods?
- A-6. No.
- Q-7. Is it permissible for an employe upon written request to change his assigned vacation period with consent of the Management?
- A-7. Yes.
- Q-8. How shall the vacation allowance be calculated for an employe who is absent for more than 31 days on account of illness, on leave of absence, or under suspension at the time his vacation period begins?
- A-8. He shall be compensated as provided in Section 2, paragraphs (d) or (h), whichever is applicable.
- Q-9. Shall an employe be credited with the number of service hours shown on operation form 93.127 and paid the number of days there are employes in the assignment held by him for the

maximum number of round trips he could complete during the vacation period, as shown in Section 13, paragraphs (a) or (b), whichever is applicable, when his assignment is discontinued during his vacation period?

A-9. Yes.

Q-10. What allowance shall be made when an employe dies, enters military service, or is retired under the provisions of the Railroad Retirement Act before he receives his vacation?

A-10. If the employe qualified under the provisions of Section 1 (a), his allowance shall be 6 days' pay at his last daily rate.

If the employe qualified under the provisions of Section 1 (b), his allowance shall be 12 days' pay at his last daily rate.

Q-11. When shall an employe be paid his vacation allowance if he qualified one year and is furloughed the following year prior to his scheduled vacation period?

A-11. In the semi-monthly pay period following the date furloughed, and his scheduled vacation period shall then be canceled.

Q-12. When shall an employe be paid his vacation allowance if he qualifies one year for a vacation in the following year but is furloughed in the qualifying year?

A-12. He shall be paid in the first semi-monthly pay period of the year in which the vacation is due, provided he is still on furlough.

Q-13. Shall an employe be paid under the provisions of Rule 15 of the employes' working Agreement when he is required to perform road service on his specified layover or relief days occurring within his scheduled vacation period?

A-13. Yes.

Q-14. Shall an employe have displacement rights, as provided in the employes' working Agreement while on vacation the same as though absent because of sickness or on leave of absence?

A-14. Yes.

Q-15. Shall an extra employe who is at his home station on the day designated to start his vacation be considered for an assignment on that day?

A-15. No, he shall start his vacation that same day. Extra employes shall not be required to wait until their layover has expired to start their vacation.

Q-16. Exactly when does an extra employe's vacation start and end?

A-16. An extra employe who receives a vacation shall begin his vacation at 12:01 A.M. on the date he has designated as the start of his vacation. If he has qualified for 6 days' vacation as provided in Section 1 (a), his vacation shall expire 6 calendar days later at 11:59 P.M. If he has qualified for 12 days' vacation as provided in Section 1 (b), his vacation shall expire 12 calendar days later at 11:59 P.M.

**Example:** An extra employe qualified for 6 days' vacation has designated August 5 as the specific starting date

of his vacation. He arrives in his home station and is released from duty at 2:30 P.M. on August 5, the starting date of his vacation. This employee's vacation shall start as scheduled on August 5, 12:01 A.M., and shall expire 6 calendar days later at 11:59 P.M., August 10.

Q-17. When does an extra employee on vacation first become eligible for assignment?

A-17. After expiration of his vacation he shall be considered for any assignment that arises and has to be filled between the expiration of his vacation and the next signout period, in accordance with his layover date and time as provided in Rule 46 of the employees' working Agreement.

**Example:** An extra employee takes his vacation from 12:01 A. M., August 5 to 11:59 P.M., August 10. He shall not be considered for an assignment at the signout period on August 10 but shall be considered, in accordance with his layover date and time, for an assignment which occurs after 12:01 A.M., August 11, and has to be filled before the signout period on August 11.

Six days shall be added to the expiration of an extra employee's layover date and time for the purpose of establishing his position on the signout list on return from vacation.

An extra employee who is scheduled to take his vacation August 5 may arrive at his home station August 4 with layover expiring August 6 at 3:00 P.M. This employee can start his vacation at 12:01 A.M., August 5. Upon his return



to duty, August 11, he would be placed on the signout list with layover expiring August 12 at 3:00 P.M. (6 days being added to the layover he had when he went on vacation).

Extra employees entitled to 12 days vacation shall have 12 days added to the layover they had when they went on vacation.

Q-18. Shall an extra employe who is at his home station on the day prior to the date designated to start his vacation and who is due an assignment with reporting time prior to midnight of that day be given the assignment?

A-18. Yes. If the assignment prevents him from returning to his home station and being released on the date designated to start his vacation, he shall be paid in lieu of his vacation in accordance with the provisions of this Vacation Agreement.

Q-19. Shall an extra employe who is at his home station on the day prior to the day designated to start his vacation and is due an assignment after midnight of that day be given the assignment?

A-19. No, he shall start his vacation on the date previously designated.

Q-20. Shall an extra employe who is out in service and does not arrive at his home station on the date designated to start his vacation be paid in lieu of his vacation in accordance with the provisions of this Vacation Agreement?

A-20. Yes.

Q-21. What vacation privileges shall be given to an employe returning to Pullman service from military service?

- A-21. A sufficient amount of service shall be credited to such employee in the year in which he returns to entitle him to a vacation in the next succeeding year. For example: An employee who had been with the Company since 1940 was inducted into military service in 1947 and returns to work on November 1, 1950. This employee would not be able to accrue 160 days or 1093 hours of compensated service in 1950. However, this employee would be credited with 160 days of compensated service in 1950, regardless of the fact that he did not actually work that number of days in 1950 as an employee.

Thus, any employee returning from military service late in the year will be credited with a sufficient amount of service to entitle him to a vacation in the next succeeding year. This credit shall not be counted as part of the 800 days specified in Section 1 (b), upon which an employee must render service to qualify for a 12-day vacation.

An employee who returns from military service early in the year will not be given credit for service in the preceding year while he was in military service, which would entitle him to a vacation in the year in which he returns to Pullman service.

- Q-22. An extra employee entitled to 6 days' vacation starts his vacation on September 28 and thereby receives 3 days of his vacation in September and 3 days of his vacation in October. How shall he be paid for his vacation?

- A-22. He shall be paid 3/30ths of a month's pay in September, in addition to all other earnings for that month, and

3/31sts of a month's pay in October,  
in addition to all other earnings for  
that month.

**Section 13.** (a) Vacation table for regularly-  
assigned employes due a vacation of 6 days  
under Section 1 (a):

| 1                             | 2                                                             | 3                                                | 4                                                                           |
|-------------------------------|---------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------|
| Employees<br>in<br>Assignment | Round<br>Trips<br>Employees<br>Shall Be<br>Off on<br>Vacation | Days<br>Credited<br>and Paid<br>for Trips<br>Off | Day or<br>Days To Be<br>Paid for in<br>Addition to<br>All Other<br>Earnings |
| 1                             | 6                                                             | 6                                                | None                                                                        |
| 1-1/6                         | 5                                                             | 5-5/6                                            | 1/6                                                                         |
| 1-1/5                         | 5                                                             | 6                                                | None                                                                        |
| 1-1/4                         | 4                                                             | 5                                                | 1                                                                           |
| 1-1/3                         | 4                                                             | 5-1/3                                            | 2/3                                                                         |
| 1-1/2                         | 4                                                             | 6                                                | None                                                                        |
| 1-2/3                         | 3                                                             | 5                                                | 1                                                                           |
| 1-3/4                         | 3                                                             | 5-1/4                                            | 3/4                                                                         |
| 2                             | 3                                                             | 6                                                | None                                                                        |
| 2-1/6                         | 2                                                             | 4-1/3                                            | 1-2/3                                                                       |
| 2-1/5                         | 2                                                             | 4-2/5                                            | 1-3/5                                                                       |
| 2-1/4                         | 2                                                             | 4-1/2                                            | 1-1/2                                                                       |
| 2-1/3                         | 2                                                             | 4-2/3                                            | 1-1/3                                                                       |
| 2-1/2                         | 2                                                             | 5                                                | 1                                                                           |
| 2-2/3                         | 2                                                             | 5-1/3                                            | 2/3                                                                         |
| 2-3/4                         | 2                                                             | 5-1/2                                            | 1/2                                                                         |
| 3                             | 2                                                             | 6                                                | None                                                                        |
| 3-1/6                         | 1                                                             | 3-1/6                                            | 2-5/6                                                                       |
| 3-1/5                         | 1                                                             | 3-1/5                                            | 2-4/5                                                                       |
| 3-1/4                         | 1                                                             | 3-1/4                                            | 2-3/4                                                                       |
| 3-1/3                         | 1                                                             | 3-1/3                                            | 2-2/3                                                                       |
| 3-1/2                         | 1                                                             | 3-1/2                                            | 2-1/2                                                                       |

Section 13. (a)—Continued.

| 1                             | 2                                                             | 3                                                | 4                                                                           |
|-------------------------------|---------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------|
| Employees<br>in<br>Assignment | Round<br>Trips<br>Employees<br>Shall Be<br>Off on<br>Vacation | Days<br>Credited<br>and Paid<br>for Trips<br>Off | Day or<br>Days To Be<br>Paid for in<br>Addition to<br>All Other<br>Earnings |
| 3-2/3                         | 1                                                             | 3-2/3                                            | 2-1/3                                                                       |
| 3-3/4                         | 1                                                             | 3-3/4                                            | 2-1/4                                                                       |
| 4                             | 1                                                             | 4                                                | 2                                                                           |
| 4-1/6                         | 1                                                             | 4-1/6                                            | 1-5/6                                                                       |
| 4-1/5                         | 1                                                             | 4-1/5                                            | 1-4/5                                                                       |
| 4-1/4                         | 1                                                             | 4-1/4                                            | 1-3/4                                                                       |
| 4-1/3                         | 1                                                             | 4-1/3                                            | 1-2/3                                                                       |
| 4-1/2                         | 1                                                             | 4-1/2                                            | 1-1/2                                                                       |
| 4-2/3                         | 1                                                             | 4-2/3                                            | 1-1/3                                                                       |
| 4-3/4                         | 1                                                             | 4-3/4                                            | 1-1/4                                                                       |
| 5                             | 1                                                             | 5                                                | 1                                                                           |
| 5-1/5                         | 1                                                             | 5-1/5                                            | 4/5                                                                         |
| 5-1/4                         | 1                                                             | 5-1/4                                            | 3/4                                                                         |
| 5-1/3                         | 1                                                             | 5-1/3                                            | 2/3                                                                         |
| 5-1/2                         | 1                                                             | 5-1/2                                            | 1/2                                                                         |
| 5-2/3                         | 1                                                             | 5-2/3                                            | 1/3                                                                         |
| 5-3/4                         | 1                                                             | 5-3/4                                            | 1/4                                                                         |
| 6                             | 1                                                             | 6                                                | None                                                                        |
| *                             |                                                               |                                                  |                                                                             |

\*NOTE: A regularly-assigned employe in an assignment involving more than 6 men shall be given one round trip off. He shall be credited with the number of service hours shown on operation form 93.127 and paid the number of days there are employes in the assignment.



**Section 13. (b) Vacation table for regularly-assigned employes due a vacation of 12 days under Section 1 (b):**

| 1                            | 2                                                            | 3                                                | 4                                                                           |
|------------------------------|--------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------|
| Employes<br>in<br>Assignment | Round<br>Trips<br>Employes<br>Shall Be<br>Off on<br>Vacation | Days<br>Credited<br>and Paid<br>for Trips<br>Off | Day or<br>Days To Be<br>Paid for in<br>Addition to<br>All Other<br>Earnings |
| 1                            | 12                                                           | 12                                               | None                                                                        |
| 1-1/6                        | 10                                                           | 11-2/3                                           | 1/3                                                                         |
| 1-1/5                        | 10                                                           | 12                                               | None                                                                        |
| 1-1/4                        | 9                                                            | 11-1/4                                           | 3/4                                                                         |
| 1-1/3                        | 9                                                            | 12                                               | None                                                                        |
| 1-1/2                        | 8                                                            | 12                                               | None                                                                        |
| 1-2/3                        | 7                                                            | 11-2/3                                           | 1/3                                                                         |
| 1-3/4                        | 6                                                            | 10-1/2                                           | 1-1/2                                                                       |
| 2                            | 6                                                            | 12                                               | None                                                                        |
| 2-1/6                        | 5                                                            | 10-5/6                                           | 1-1/6                                                                       |
| 2-1/5                        | 5                                                            | 11                                               | 1                                                                           |
| 2-1/4                        | 5                                                            | 11-1/4                                           | 3/4                                                                         |
| 2-1/3                        | 5                                                            | 11-2/3                                           | 1/3                                                                         |
| 2-1/2                        | 4                                                            | 10                                               | 2                                                                           |
| 2-2/3                        | 4                                                            | 10-2/3                                           | 1-1/3                                                                       |
| 2-3/4                        | 4                                                            | 11                                               | 1                                                                           |
| 3                            | 4                                                            | 12                                               | None                                                                        |
| 3-1/6                        | 3                                                            | 9-1/2                                            | 2-1/2                                                                       |
| 3-1/5                        | 3                                                            | 9-3/5                                            | 2-2/5                                                                       |
| 3-1/4                        | 3                                                            | 9-3/4                                            | 2-1/4                                                                       |
| 3-1/3                        | 3                                                            | 10                                               | 2                                                                           |
| 3-1/2                        | 3                                                            | 10-1/2                                           | 1-1/2                                                                       |
| 3-2/3                        | 3                                                            | 11                                               | 1                                                                           |
| 3-3/4                        | 3                                                            | 11-1/4                                           | 3/4                                                                         |
| 4                            | 3                                                            | 12                                               | None                                                                        |
| 4-1/6                        | 2                                                            | 8-1/3                                            | 3-2/3                                                                       |
| 4-1/5                        | 2                                                            | 8-2/5                                            | 3-3/5                                                                       |
| 4-1/4                        | 2                                                            | 8-1/2                                            | 3-1/2                                                                       |
| 4-1/3                        | 2                                                            | 8-2/3                                            | 3-1/3                                                                       |
| 4-1/2                        | 2                                                            | 9                                                | 3                                                                           |
| 4-2/3                        | 2                                                            | 9-1/3                                            | 2-2/3                                                                       |
| 4-3/4                        | 2                                                            | 9-1/2                                            | 2-1/2                                                                       |

## Section 13. (b)—Continued.

| 1                             | 2                                                             | 3                                                | 4                                                                           |
|-------------------------------|---------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------|
| Employees<br>in<br>Assignment | Round<br>Trips<br>Employees<br>Shall Be<br>Off on<br>Vacation | Days<br>Credited<br>and Paid<br>for Trips<br>Off | Day or<br>Days To Be<br>Paid for in<br>Addition to<br>All Other<br>Earnings |
| 5                             | 2                                                             | 10                                               | 2                                                                           |
| 5-1/5                         | 2                                                             | 10-2/5                                           | 1-3/5                                                                       |
| 5-1/4                         | 2                                                             | 10-1/2                                           | 1-1/2                                                                       |
| 5-1/3                         | 2                                                             | 10-2/3                                           | 1-1/3                                                                       |
| 5-1/2                         | 2                                                             | 11                                               | 1                                                                           |
| 5-2/3                         | 2                                                             | 11-1/3                                           | 2/3                                                                         |
| 5-3/4                         | 2                                                             | 11-1/2                                           | 1/2                                                                         |
| 6                             | 2                                                             | 12                                               | None                                                                        |
| 6-1/4                         | 1                                                             | 6-1/4                                            | 5-3/4                                                                       |
| 6-1/3                         | 1                                                             | 6-1/3                                            | 5-2/3                                                                       |
| 6-1/2                         | 1                                                             | 6-1/2                                            | 5-1/2                                                                       |
| 6-2/3                         | 1                                                             | 6-2/3                                            | 5-1/3                                                                       |
| 6-3/4                         | 1                                                             | 6-3/4                                            | 5-1/4                                                                       |
| 7                             | 1                                                             | 7                                                | 5                                                                           |
| 7-1/4                         | 1                                                             | 7-1/4                                            | 4-3/4                                                                       |
| 7-1/3                         | 1                                                             | 7-1/3                                            | 4-2/3                                                                       |
| 7-1/2                         | 1                                                             | 7-1/2                                            | 4-1/2                                                                       |
| 7-2/3                         | 1                                                             | 7-2/3                                            | 4-1/3                                                                       |
| 8                             | 1                                                             | 8                                                | 4                                                                           |
| 8-1/3                         | 1                                                             | 8-1/3                                            | 3-2/3                                                                       |
| 8-1/2                         | 1                                                             | 8-1/2                                            | 3-1/2                                                                       |
| 8-2/3                         | 1                                                             | 8-2/3                                            | 3-1/3                                                                       |
| 9                             | 1                                                             | 9                                                | 3                                                                           |
| 9-1/3                         | 1                                                             | 9-1/3                                            | 2-2/3                                                                       |
| 9-1/2                         | 1                                                             | 9-1/2                                            | 2-1/2                                                                       |
| 9-2/3                         | 1                                                             | 9-2/3                                            | 2-1/3                                                                       |
| 10                            | 1                                                             | 10                                               | 2                                                                           |
| 10-1/2                        | 1                                                             | 10-1/2                                           | 1-1/2                                                                       |
| 11                            | 1                                                             | 11                                               | 1                                                                           |
| 11-1/2                        | 1                                                             | 11-1/2                                           | 1/2                                                                         |
| 12                            | 1                                                             | 12                                               | None                                                                        |
| *                             |                                                               |                                                  |                                                                             |

**\*NOTE:** A regularly-assigned employe in an assignment involving more than 12 men shall be given one round trip off. He shall be credited with the number of service hours shown on operation form 93.127 and paid the number of days there are employes in the assignment.

Signed at Chicago, Illinois, this 7th day of July, 1950.

**FOR THE PULLMAN COMPANY:**

M. B. OSBURN  
Vice-President, Operating

**FOR THE EMPLOYES:**

A. PHILIP RANDOLPH  
International President,  
Brotherhood of Sleeping Car Porters

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**MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT between The Pullman Company, hereinafter called the "Company," and its porters, attendants, maids, and bus boys represented by the Brotherhood of Sleeping Car Porters, hereinafter called the "Organization."

In disposition of all of the issues involved in connection with the Union Membership notice served upon the Company on January 31, 1951, by the Organization under Section 6 of the amended Railway Labor Act, IT IS AGREED THAT:

(1) Within 60 days following the effective date of this Agreement or within 60 days following the first day of compensated service as a Pullman porter, attendant, maid, or bus boy, whichever is later, each employe who is regu-

larly assigned to a position or is on an extra list and is subject to all of the provisions of the collective Agreement between the parties hereto, bearing date of June 1, 1941, supplemented August 8, 1949, shall as a condition of continued employment become and remain a member of the Organization;

Provided: That this Agreement shall not require such condition of employment in the case of employes to whom Organization membership is not available upon the same terms and conditions as are generally applicable to other members or in the case of an employe to whom membership has been denied or terminated for any reason other than failure of the employe to pay the periodic dues, initiation fees, and assessments (not including fines, penalties, and insurance premiums) uniformly required as a condition of acquiring or retaining membership.

(2) Upon receipt of a demand from the Organization, party hereto, served in accordance with the requirements of Section (3) of this Agreement, that an employe be discharged from the Company's service for failure to pay the periodic dues, initiation fees or assessments, referred to in Section (1) hereof, the Company will cause such employe to be discharged from the Company's service within 30 days from the date of receipt of such demand (if it is not withdrawn prior to the employe's discharge from service), except in the case of an employe for whom a qualified replacement is not available, in which case the employe referred to in the demand of the Organization may be continued in the Company's service until a qualified replacement is available.



Provided:

- (a) No such demand shall be served until 60 days have elapsed after return to the Company's service of an employee who has been absent from duty following:
    - 1. A properly approved leave of absence of 30 days or more, or
    - 2. Disability of 30 days or more resulting from sickness or injury, or
    - 3. Reduction of force of 30 days or more.
  - (b) No such demand shall be served until 60 days have elapsed subsequent to the return of an employee to service in a class or craft covered by the collective Agreement between the parties hereto who holds seniority therein from employment on a position not subject to all of the provisions of the Agreement, a non-represented position, or in a supervisory or official capacity.
  - (c) No such demand shall be served at any time involving an employee whom the Company is required by State or Federal statute to retain in its service.
- (3) The demand for the discharge of an employee from the Company's service under the provisions of Sections (1) and (2) hereof must be on the form attached hereto as Appendix 1 and the discharge of an employee from the Company's service will be subject to the conditions stipulated therein. Such demands must be served upon the Supervisor, Labor Relations of the Company and must be signed by the Organization's International President or such other officer of the Organization as he may designate in writing, with copy to the employee involved.

(4) Rules pertaining to unjust treatment, grievances, discipline, and hearings shall not be applicable to employes whose services are terminated under this Agreement.

(5) Neither severance from service under this Agreement nor any provision of this Agreement shall be used as a basis for a time or money claim against the Company, nor shall any provision of any other agreement between the parties hereto be relied upon in support of any claim that may arise as a result of the application of this Agreement.

The provisions of this Agreement shall become effective on August 23, 1951, and shall continue thereafter until altered or cancelled in accordance with the terms of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 23rd day of August, 1951.

**FOR THE PULLMAN COMPANY:**

H. R. LARY  
Supervisor, Labor Relations

**FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:**

A. PHILIP RANDOLPH  
International President

Subject: Demand for discharge of employe  
from Company's service.

Mr. H. R. Lary  
Supervisor, Labor Relations  
The Pullman Company  
5th Floor—Room 22-A  
Merchandise Mart  
Chicago 54, Illinois

Dear Sir:

The Brotherhood of Sleeping Car Porters hereby demands of The Pullman Company that the Company discharge.....

(EMPLOYE) (Occupation) (District) (Location) from its service for failure to become and remain a member of the Brotherhood of Sleeping Car Porters in accordance with the provisions of the Union Membership Agreement dated August 23, 1951, covering the subject of discharge from service of employes for failure to pay periodic dues, etc., and represents and warrants that membership in the Brotherhood of Sleeping Car Porters has been during the periods of time specified in the Agreement and is now available to.....

(EMPLOYE) upon the same terms and conditions as are generally applicable to any other member thereof; and represents and warrants that membership of said.....

.....(EMPLOYE) in the Brotherhood of Sleeping Car Porters has been denied or terminated as of ..... (date),

solely for the reason that said named employe has failed and now continues to fail to tender to the Organization the periodic dues, initiation fees, and assessments (not including fines, penalties, and insurance premiums) uniformly required as a condition of acquiring or retaining

membership in the Brotherhood of Sleeping  
Car Porters, as contemplated by Union Mem-  
bership Agreement of August 23, 1951.

BROTHERHOOD OF SLEEPING  
CAR PORTERS

By.....

Copy to: .....  
(Name of Employee Involved)

.....  
(Street Address)

.....  
(City)

.....  
(State)



northern california  
CENTER  
FOR AFRO  
AMERICAN  
HISTORY  
AND LIFE

ARCHIVES  
COLLECTION