

AGREEMENT

Between

**SEABOARD COAST LINE
RAILROAD COMPANY**

And Its

CHAIR CAR ATTENDANTS

Represented By

**THE BROTHERHOOD OF
SLEEPING CAR PORTERS**

EFFECTIVE JANUARY 1, 1969

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RULE 1

SCOPE

The following rules will govern working conditions of Chair Car Attendants of the Seaboard Coast Line Railroad Company (hereinafter referred to as the "Company"), represented by the Brotherhood of Sleeping Car Porters (hereinafter referred to as the "Organization").

RULE 2

RATES OF PAY

Chair Car Attendants will be paid as follows, effective July 1, 1969:

Basic Monthly Rate	Straight Time Per Hour
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\$528.65	3.038
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Effective January 1, 1970, all basic monthly rates of pay shall be increased by three and one-half per cent (3-1/2%).

Effective July 1, 1970, all basic monthly rates of pay shall be increased by two per cent (2%).

Effective January 1, 1971, all basic monthly rates of pay shall be increased by three per cent (3%).

RULE 3

BASIC MONTH

(a) Effective July 1, 1969, one hundred seventy-four (174) hours of service or less in regular assignment will constitute a basic month's work for attendants who are ready for service and who lose no time on their own account. When such employees are absent from duty on their own account, or due to suspension, before completion of one hundred seventy-four (174) hours of service, they will be paid for actual hours worked. Pay for deadheading when properly authorized will be counted as service. All time actually worked in excess of one hundred seventy-four (174) hours up to one hundred eighty-four (184) hours in a calendar month shall be paid for at appropriate pro rata rate. All time actually worked in excess of one hundred eighty-four (184) hours in a calendar month shall be paid for at one and one-half (1-1/2) times the appropriate basic straight time hourly rate. Monthly assignments in excess of one hundred seventy-four (174) hours are permissible under this rule.

(b) Except as provided in this rule, unassigned employees working from the extra list are excepted from the guarantee provisions of this rule and will be compensated for the actual number of hours worked.

(c) It is recognized that the Management has the right to discontinue using an attendant in any calendar month when his use will result in payment of overtime. All time made in excess of 184 hours in a calendar month shall be compensated at overtime rate.

(d) An extra employee who, in a calendar month, has accumulated in excess of 174 hours will be continued in his position on the extra board but will not be assigned therefrom during the balance of such calendar month while qualified extra employees who have not accrued such hourage are available.

(e) When employees are relieved, in order to avoid overtime, they will be allowed pro rata payment for the difference between the current basic month and the hours actually earned when they were relieved.

(f) Where extra lists are maintained, employees will be called "first in - first out" for extra work originating at those points, except that where vacancy is known to be open for more than thirty (30) days, it will be bulletined in accordance with Rule 4(d).

(g) Employees will furnish their employing officer a telephone number at which they can be contacted at least once each day they are not on duty and at a time of day specified by the employing officer, or make other arrangements acceptable to the employing officer. An employee failing to comply with all or any part of this rule, or to be available when called, shall be dropped to the bottom of the extra list.

RULE 4

SENIORITY

(a) Seniority of each employee shall begin as of the date of employment, except that no employee shall establish seniority until he has rendered all service required of him by the Company during a period of sixty (60) calendar days, at the expiration of which time he shall be given seniority dating from the first day of compensated service. Seniority shall terminate on the last date of the calendar month in which the employee attains the age of 70. Employees shall be retired from the service of the Company on the last day of the calendar month in which

they attain the age of 70, and when that occurs, the provisions of this agreement, other than that providing for retirement at the age of 70, shall automatically terminate as to each employee so retired, provided, however, that any claim which such employee may have for time lost prior to such retirement shall not be affected thereby.

(b) Seniority will be on a systemwide basis.

(c) Seniority roster will be posted in July of each year. Five (5) copies of the roster will be furnished to the General Chairman. Changes will not be made in the seniority roster except upon protest filed within sixty (60) calendar days from date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. Typographical errors which might occur in transcribing the seniority roster from one year to another will be corrected.

(d) When new positions are created, or vacancies occur, which are known to be of more than thirty (30) days' duration, bulletin will be posted for a period of ten (10) days in places accessible to all employees affected, such bulletin to show location, trains and tour of duty. Employees desiring such positions shall file application, bearing their personal signature, with Superintendent Dining Cars, Jacksonville, Florida, and send copy to the General Chairman. Assignments will be made, subject to provisions of Paragraph 1 of this Rule 4(d) within ten (10) days thereafter and the name of the successful applicant will be posted for a period of five (5) days.

1. Senior employees will be given choice of runs, and cars, provided they possess sufficient ability and fitness. Choice of cars may not be exercised more often than once each six (6) months.

2. Ability and fitness being sufficient, seniority shall prevail. The responsibility of judging ability and fitness in a fair and impartial manner rests with the Management, subject to appeal by the employee affected or his representative.

(e) When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all positions, stating preference.

(f) When schedule time of arrival or departure of assignment at home terminal is changed for more than one (1) hour, it will be considered a new run and shall be bulletined as provided for in Paragraph (d) of this rule.

(g) Employees covered by this agreement who are on leave of absence, sick leave, or who are under suspension at the time positions are advertised, will be permitted, if they so desire, to return to their former position, provided it has not been abolished or assumed by a senior employee in the exercise of seniority rights, or to make application for positions advertised during their absence, providing they so do within five (5) days after returning to work.

(h) Loss of time through exercise of seniority in bidding or displacement shall not be paid for. During such time an employee may be used in extra service if his seniority permits.

RULE 5

ABOLISHMENT OF POSITIONS

(a) Employees whose positions are abolished may exercise their seniority rights over junior employees in the same craft who hold permanent positions or temporary vacancies which have been bulletined as such. Other employees affected may exercise their seniority in the same manner. In exercising seniority in a pool assignment, the junior employee must be displaced. Employees displaced in the operation of this rule shall file their applications for positions within five (5) calendar days or forfeit this right.

(b) When a position is to be abolished, not less than five (5) days' advance notice will be given, except that not more than sixteen (16) hours' advance notice shall be required under emergency conditions, such as flood, snowstorm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part.

RULE 6

OPERATION OF CHAIR CAR ATTENDANTS

(a) The Company will be privileged to run its employees over portions of other roads; and vice versa, permit employees of other roads to run over portions of its lines.

(b) Employees on assignments that require overnight trips will be released from duty for not less than three (3) hours and not more than eight (8) hours between the hours of 9:00 p.m. and 6:30 a.m. When released, employees

will be provided with a suitable place for sleeping, such as a berth in a dormitory car. When not released, they will be allowed compensation at pro rata rate.

(c) Operating schedules of regular lines, showing time of reporting, sleep period and time of release, at home and away from home, shall be posted at accessible locations at terminals, and copy will be furnished to the General Chairman.

RULE 7

CALLED AND NOT USED

Employees called and reporting for duty and not used, will be paid the actual time held, at pro rata rate, with a minimum of two (2) hours. Time allowed under this rule will be applied in calculating the monthly guarantee.

RULE 8

REDUCTION OF FORCES

When reducing forces seniority rights shall govern. When forces are increased, employees shall be returned to service in the order of their seniority rights, provided this is done within a period of twenty-four (24) months; otherwise, seniority standing is forfeited. Employees desiring to avail themselves of this rule must file their addresses, in duplicate, with the proper official (the officer authorized to bulletin and award position) at time of reduction (within three calendar days), advise promptly of any change in address and renew address each ninety (90) calendar days. Employees failing to renew their address each ninety (90) calendar days or to return to service within seven (7) calendar days after being notified (by letter or telegram sent to the address last given) or give satisfactory reason for not doing so will be considered out of the service. The official will sign and return to the employee as his receipt one copy of the address as filed.

RULE 9

EMPLOYEES APPOINTED TO EXCEPTED, SUPERVISORY OR OFFICIAL POSITIONS

Employees promoted to excepted or supervisory positions with the Company or appointed to official positions with the Brotherhood of Sleeping Car Porters shall retain all their rights and continue to accumulate seniority during the time they are solely employed in such positions,

and shall have displacement rights (as provided in Rule 4) when returning to active duty as a Chair Car Attendant, provided such seniority rights are exercised within thirty (30) days.

RULE 10

DISCHARGED OR RESIGNED EMPLOYEES

When an employee leaves the service of the Company of his own accord, he forfeits all seniority rights. If discharged, he forfeits all rights previously held unless reinstated within ninety (90) days, or his case is pending on appeal as per Rule 15.

RULE 11

DISCIPLINE, GRIEVANCES AND INVESTIGATION

(a) An employee who has been in service more than sixty (60) calendar days and whose application has been formally approved will not be disciplined or dismissed without a hearing by a designated officer of the Company. At such hearing, he may be assisted by a fellow employee of his craft or the duly accredited representative party to this agreement. He may, however, be held out of service pending such investigation. He will be advised in writing, at his home address, of the charges against him, together with time, date and place of hearing.

(b) The hearing will be held within fifteen (15) calendar days of the date held out of service. A decision will be rendered within fifteen (15) calendar days after completion of the investigation, unless extension of time for same is requested.

(c) An employee will be given a letter stating cause of discipline. A transcript of the evidence taken at the investigation will be signed by the employee concerned, or his representative, and the officer conducting the hearing. A copy will be furnished the employee and his representative, on request.

(d) The right of appeal by an employee or his duly accredited representative in the regular order of succession, up to and inclusive of the highest officer designated by the Company to handle such appeals, is hereby recognized.

(e) If an appeal is taken from this hearing it must be filed with the next higher official within fifteen (15)

calendar days after the date of the decision. The conference on this appeal shall be held within forty-five (45) calendar days from the date of the appeal and a decision rendered within fifteen (15) calendar days after completion of the conference unless a longer period might be agreed to at the conference.

(f) If a further appeal is taken it must be filed as provided in Paragraph (e) of this rule within twenty (20) calendar days of the date of the decision appealed from. Conference shall be held within sixty (60) calendar days from date of appeal and decision rendered within fifteen (15) calendar days from the close of conference unless a longer period is agreed to.

(g) The decision of that officer designated by the carrier as the highest officer to handle claims or grievances shall be final and binding unless within six (6) calendar months from the date of the said officer's decision proceedings for the final disposition of the claim or grievance are instituted by the employee or his duly authorized representative, and such officer is so notified. Proceedings shall be deemed to have been instituted for the final disposition of the claim or grievance when and only when notice has been given to the appropriate division of the National Railroad Adjustment Board of intention to file Ex Parte Submission or when a summons has been issued from any court of competent jurisdiction, or when any such claim or grievance properly referable to the National Mediation Board has been docketed by that Board. It is understood, however, that the parties may, by agreement in any particular case, extend the six months' period herein referred to.

(h) If the final decision decrees that charge against an employee is not sustained, the record shall be cleared of the charges; if suspended or dismissed, the employee shall be reinstated and paid for all lost time, less amount earned in any other employment.

(i) An employee called by the Company to attend an investigation shall be paid for time lost if the investigation establishes that he was in no way involved or at fault and was appearing as a Company witness.

RULE 12

LIMITATIONS IN PRESENTING GRIEVANCES OR CLAIMS

All grievances and/or claims must be presented, in writing, to the proper official of the Company within

ninety (90) days of occurrence. If not presented within the time specified, the matter will be considered closed.

RULE 13

EMPLOYEES ATTENDING COURT

Regularly assigned employees attending court, by direction of an official of the Company, will be paid actual time lost for each day so used, with a minimum of eight (8) hours when used on layover day. When such employees miss their regular assignment by reason of attending court, they may be used for extra work, if needed, pending their return to their regular assignment, and any time so earned will be deducted from time lost. Extra men will be allowed five and eight-tenths (5.8) hours at straight time rate for each day so used. When an extra man is required to attend court he shall, upon release from court duty, return to the extra board and revert to the position he held on that board when called to attend court. Employees required to be away from their home station, attending court, will, in addition, be allowed necessary living expenses during such period of absence. Any witness fees or mileage accruing will be assigned to the Company.

RULE 14

LEAVE OF ABSENCE

(a) When the requirements of the service will permit, employees upon written request may be granted leave of absence, in writing, for a period not exceeding thirty (30) calendar days. Extension of such leave of absence may be granted by the Management for succeeding period of thirty (30) calendar days, but not exceeding a total of three (3) months, unless by agreement between the Management and the representative of the employees. Employees on leave of absence shall not enter into other employment or business without first procuring permission of the Management and the representative of the employees; otherwise they will forfeit their seniority rights and will automatically terminate their relationship with the Company. In the absence of an acceptable explanation, an employee who is absent from duty, without notice or permission, for more than sixty (60) days shall be considered as out of service and will forfeit his seniority.

(b) An employee detained from work on account of sickness or for any other good reason, shall notify the employing officer at least three (3) hours before the report-

ing time for his next assignment, and shall keep him informed regarding the probable length of absence. Employees off duty account of personal sickness or injury will not be required to secure leave of absence to protect their seniority, but may be required to furnish proof of disability. If sickness extends beyond thirty (30) days, the employee may be required to furnish proof thereof each thirty (30) days.

(c) An employee returning from leave of absence may: (1) return to the position held at time leave was granted, provided such position has not been abolished or has not been assumed in exercise of seniority by a senior employee, or (2) exercise his seniority on any position which was bulletined during his absence and bid in by a junior employee, or (3) place himself on the extra board.

RULE 15

UNIFORMS

(a) The Carrier shall continue to designate a uniform to be worn by its Chair Car Attendants at all times while on duty and said uniform shall be subject to change from time to time as prescribed by the Carrier but shall, for the present, consist of cap, coat and trousers with the following accessories: a white shirt, brown four-in-hand tie, brown or tan socks and brown shoes, as well as the prescribed badges, buttons and insignia.

(b) 1. When it becomes necessary after the effective date of this agreement to purchase a new uniform and when such purchase has been authorized, by the Superintendent Dining Cars, Jacksonville, Florida, the Carrier will assume 50 per cent of the cost of the uniform, consisting of cap, coat and trousers, but not to exceed two (2) uniforms per calendar year and the employee will assume the balance. Employees will be required to replace caps and/or uniforms when it is necessary to do so in the judgment of the Superintendent Dining Cars, Jacksonville, Florida.

2. To the end that uniform suits will present a good appearance, employees agree to keep them properly repaired, cleaned and pressed at all times at their own expense and it is understood and agreed that when it is necessary to replace a uniform suit, a complete new suit will be purchased; that is, coat and trousers, on each such occasion — for the reason that it is undesirable to wear a new uniform coat with old trousers.

3. It is understood and agreed that uniforms will be worn only when performing the service for which purchased and are not to be used for other occasions when it can be avoided.

4. When it becomes necessary for an employee to obtain a new uniform, the Carrier may, if the employee so desires, collect the employee's portion of cost of uniforms by the payroll deduction plan and remit such portion to the clothier.

5. In the event the uniform, or any portion thereof, is lost, stolen or destroyed, the employee will pay full cost of necessary replacement.

(c) Employees will assume and pay the entire cost of shirts, neckties, socks and shoes as specified by the Carrier to be worn with the prescribed uniform.

(d) The Carrier will supply, free of charge, such buttons, badges and insignia as employees may be required to wear, and employees shall be responsible for their safekeeping. When a new uniform is purchased, the employee shall if necessary, transfer buttons, badges and insignia, if usable, from the old uniform to the new one in accordance with the standard prescribed by the Carrier.

RULE 16

LODGING AND MEALS

(a) Management shall furnish without cost to the employees proper sanitary sleeping accommodations while laying over while away from home terminal or as available in company-owned equipment while deadheading in the interest of the Company.

(b) Employees required to layover at other than home terminals for a period of eight (8) hours or more shall receive a meal allowance of \$1.50 except that no allowance shall be paid to employees released after 7:00 p.m. and scheduled to report before 7:00 a.m. the following day. A second meal allowance of \$1.50 will be provided if the employee's period of layover extends beyond twenty-four (24) hours from the time of release at the away-from-home terminal.

RULE 17

VACATIONS

(a) A vacation of six (6) consecutive days with pay will be allowed to Chair Car Attendants who worked in the preceding calendar year not less than 1,152 compensated

hours, and continued to be employed in the current year, with the understanding that when the work of an employee on vacation can be absorbed by remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

(b) A vacation of twelve (12) consecutive days with pay will be allowed to Chair Car Attendants who worked in the preceding calendar year not less than 1,056 hours, and who have two (2) or more years of continuous service, and who, during such period of continuous service, rendered compensated service on not less than 1,056 hours in each of two (2) of such years, not necessarily consecutive, and continued to be employed in the current year, with the understanding that when the work of an employee on vacation can be absorbed by remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

(c) A vacation of eighteen (18) consecutive days with pay will be allowed to Chair Car Attendants who worked in the preceding calendar year not less than 960 hours, and who have ten (10) or more years of continuous service, and who, during such period of continuous service, rendered compensated service on not less than 960 hours (1,280 hours in each year prior to 1960) in each of ten (10) of such years, not necessarily consecutive, and continued to be employed in the current year, with the understanding that when the work of an employee on vacation can be absorbed by remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

(d) A vacation of twenty-four (24) consecutive days with pay will be allowed Chair Car Attendants who worked in the preceding calendar year not less than 960 hours, and who have twenty (20) or more years of continuous service, and who, during such period of continuous service, rendered compensated service on not less than 960 hours (1,280 hours in each year prior to 1960) in each of twenty (20) of such years, not necessarily consecutive, and continued to be employed in the current year, with the understanding that when the work of an employee on vacation can be absorbed by remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

(e) The vacation period of an employee occupying a regular position shall begin on a date on which his regular tour of duty normally commences; however, after such vacation period begins the layover days of such regular

position shall be counted as part of the vacation. If an employee, by reason of taking vacation, is unable to make sufficient time that when combined with his vacation hourage it does not meet his monthly guarantee, he shall, for guarantee purposes, be considered as not being available and the guarantee shall not apply.

(f) Vacation allowance, or payment in lieu thereof, for an employee entitled to 6 days', 12 days', 18 days' or 24 days' vacation, shall be an amount equal to the pay for the following number of hours at the straight time hourly rate of last service performed:

<u>6 days</u>	<u>12 days</u>	<u>18 days</u>	<u>24 days</u>
40 hours	80 hours	120 hours	160 hours

(g) If the Management finds it cannot release an employee for vacation during the calendar year because of the requirements of the service, then such employee shall be paid as outlined above in lieu of the vacation.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

NOTE: In the application of this paragraph (h), where Rule 20 sets forth vacation qualifying service on the basis of hours rather than days, the maximum set forth above will be 66, 133 and 200 hours respectively.

(i) In instances where employees have performed seven (7) months' service with this carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Carrier.

(j) The vacation provided for herein shall be considered to have been earned when the employee has

qualified under this rule. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under this rule. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not yet received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(k) Employees qualifying for twelve (12) or more days' vacation under this rule may, at their option, split their vacations into two (2) periods, subject to the following conditions:

1. Split vacations must be requested in writing and seniority preference will govern the assignment of both periods, the same as though the vacation were not split.

2. For the purpose of making vacation assignments of Attendants, each calendar month shall be considered to consist of four quarters, the first beginning on the 1st day of the month; the second on the 8th day; the third on the 15th day; and the fourth on the 22nd day. Attendants may file their vacation choices by specifying the quarter or quarters in which they prefer their vacation period or periods to begin and the beginning date shall be at 12:01 a.m. of the day following scheduled arrival of the regular assignment at home terminal.

3. Employees qualifying for twelve (12) days' vacation may split their vacation into two six-day periods, and those qualifying for eighteen (18) days' vacation may split their vacation into one twelve-day period and one six-day period, or vice versa. Those qualifying for twenty-four (24) days' vacation may split their vacation into two twelve-day periods.

4. The date upon which the employee begins the first portion of the split vacation will be used in determining his continuous service and the number of days' vacation which he is due.

5. It is not intended that the Company will assume any additional expense by permitting employees to split vacations.

(k) Vacations shall not be accumulated or carried over from one calendar year to another.

RULE 18

REPRESENTATION

Employees serving as committeemen representing employees coming within the scope of the agreement will, upon request, be granted leave of absence covering time so employed, and will be given the same consideration in the granting of free transportation as is granted committeemen representing other similar classes of employees for this purpose.

RULE 19

HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this Plan has been revised and amended up to and including the National Agreement of January 11, 1968, shall be applicable to the employees covered by this Agreement.

RULE 20

EMPLOYEES' PROTECTIVE AGREEMENT

(S.A.L. -A.C.L. MERGER)

The provisions of the agreement signed November 3, 1966, effective August 1, 1966, for the protection of the employees of the Seaboard Coast Line Railroad as a result of the merger of the Seaboard Air Line Railroad and the Atlantic Coast Line Railroad Company (I.C.C. Finance Docket No. 21215) is by reference made a part of this Agreement.

RULE 21

UNION SHOP AGREEMENT

It is agreed that in the application of this agreement, which becomes effective on January 1, 1969, any Chair Car Attendant of the Seaboard Coast Line Railroad Company

who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the Brotherhood of Sleeping Car Porters, or any employee entering service as a Chair Car Attendant after the effective date of this agreement, if he would otherwise be required to be a member of the Brotherhood of Sleeping Car Porters under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement provided he pays to the Brotherhood of Sleeping Car Porters the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreement, become members of the Organization party to this agreement within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreement.

Section 2.

(a) Employees who retain seniority under the Rules and Working Conditions Agreement governing Chair Car Attendants and who are regularly assigned or transferred to full-time employment not covered by such agreement, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreement and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during

that period, they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members of the Brotherhood of Sleeping Car Porters within thirty-five (35) calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of their employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreement for Chair Car Attendants and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreement, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreement, they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members of the Brotherhood of Sleeping Car Porters.

Section 3.

Nothing in this agreement shall require an employee to become or to remain a member of the Brotherhood of Sleeping Car Porters if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to render the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 4.

(a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met

the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by certified or registered mail, return receipt requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organization and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified or registered mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by certified or registered mail, return receipt requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by certified or registered mail, return receipt requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above-described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that hearing is closed, and the employee and

the Organization shall be promptly advised thereof in writing by certified or registered mail, return receipt requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization, it may be appealed in writing, by certified or registered mail, return receipt requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by certified or registered mail, return receipt requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by certified or registered mail, return receipt requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the Organization or the employee involved requests such

highest officer in writing by certified or registered mail, return receipt requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the International President of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by certified or registered mail, return receipt requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal share by the Carrier, the Organization and the employee.

(d) The time period specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the Organization will not apply to cases arising under this agreement.

(f) The International President of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the International President of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 5.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 4, or ninety (90) calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested, pending the assignment of the successful applicant, unless displaced, or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization.

Section 6.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 5 shall have no time or money claims by reason thereof.

If the final determination under Section 4 of this Agreement is that an employee's seniority and employment shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90-day periods, specified in Section 5, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 4

of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 7.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in concert with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

Section 8.

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 9.

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments,

which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

RULE 22

UNION DUES DEDUCTIONS

Payroll deduction of union dues shall be effective as set forth herein as Addendum "A".

RULE 23

DURATION OF AGREEMENT

This agreement, which shall become effective January 1, 1969, supersedes all previous agreements, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 17th day of December 1968.

BROTHERHOOD OF SLEEPING CAR PORTERS

/S/ B. F. McLaurin, Eastern Zone
Supervisor, for International President
C. L. Dellums

SEABOARD COAST LINE RAILROAD COMPANY

/S/ C. E. Mervine, Jr.
Assistant Vice President - Personnel

ADDENDUM "A"

1. Subject to the terms and conditions of this agreement, the Company will deduct from wages due employees represented by the Organization sums for periodic dues, initiation fees and assessments (not including fines and penalties) payable to the Organization, upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" to be made a part hereof.

2. The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" to be made a part hereof.

3. Both the authorization forms and the revocation of authorization forms shall be furnished as necessary by the Organization without cost to the Company and the Organization shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Company.

4. Deductions as provided for herein shall be made by the Company in accordance with certified deduction lists furnished by the International Secretary-Treasurer of the Organization in behalf of each local lodge of the Organization of which the employee is a member. Such lists, accompanied by executed authorization forms, shall be furnished annually, in triplicate, and shall show, in alphabetical order, the employee's name, identification number and the amount to be deducted. Thereafter, two lists, in duplicate, shall be furnished not later than the 18th of each month as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and any changes to be made in the amounts to be deducted; also the names of employees from whose wages no further deductions are to be made which shall be accompanied by revocation of authorization forms signed by each employee so listed. Where no changes are to be made, the list shall so state.

(b) A list showing additional employees from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each employee so listed. Where there are no such additional employees, the list shall so state.

5. Deductions as provided for herein will be made monthly by the Company from wages due employees for the second pay period in each calendar month, and the Company will, subject to the provision of Paragraph 6 hereof, remit to the International Secretary-Treasurer of the Organization the total amount of such deductions, less sums withheld in accordance with Paragraph 7, on or before the 20th day of the month following the month in which such deductions are made, together with a statement showing employees from whom deductions were made and the amount of deductions.

6. (a) In the event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(b) In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent payroll period.

(c) The following payroll deductions shall have priority over the deductions covered by this agreement:

(1) Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

(2) Amounts due the Company.

(3) Watch orders

Uniforms and shoes

Group Health Insurance

Railroad Y. M. C. A.

Credit Unions

United Fund

United States Saving Bonds

(4) Other valid assignments and deductions.

7. In consideration of the services herein described, the Organization agrees that the Company shall retain ten (10) cents per month per employee from whom deduction is made.

8. Responsibility of the Company under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees, less the amounts to be retained as provided for in Paragraph 7 of this agreement, and the Company shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Company in connection therewith shall be handled by the Organization on behalf of the employee concerned.

9. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employees; and no part of this or any other agreements between the Company and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this agreement.

10. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability losses or damage resulting from the entering into or complying with the provisions of this agreement.

Division _____
Authorized Representative _____
Occupation _____
Location _____
Lodge or Division No. _____
Date _____

RETURN THIS AUTHORIZATION TO YOUR AUTHORIZED REPRESENTATIVE

ATTACHMENT "A"

WAGE ASSIGNMENT AUTHORIZATION

I hereby assign to the Organization shown below that part of my wages necessary to pay my monthly union dues, assessments, initiation fees and insurance premiums (but not fines or penalties levied) as reported to the Seaboard Coast Line Railroad Company by the representative of the Organization shown below in monthly statements, as provided under the Deduction Agreement entered into by and between the Organization specified and the Seaboard Coast Line Railroad Company on contract date shown below; and I hereby authorize the Seaboard Coast Line Railroad Company to deduct from my wages all such sums and pay them over to said representative in accordance with said Deduction Agreement. This assignment shall continue for one year from date, and may be terminated by me thereafter as provided in said Deduction Agreement.

Contract Date _____

Signature _____

Name of Organization _____

Identification Number _____

Division _____

Authorized Representative: _____

Occupation _____

Location _____

Lodge or Division No. _____

Date _____

RETURN THIS AUTHORIZATION TO YOUR
AUTHORIZED REPRESENTATIVE.

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Organization shown below that part of my wages necessary to pay my monthly union dues, assessments and initiation fees and I hereby cancel the Authorization now in effect authorizing the Seaboard Coast Line Railroad Company to deduct such monthly union dues, assessments, initiation fees, and insurance premiums from my wages.

Contract Date _____

Signature _____

Name of Organization _____

Identification Number _____

Division _____

Authorized Representative: _____

Occupation _____

Location _____

Lodge or Division No. _____

Date _____

RETURN THIS REVOCATION TO YOUR
AUTHORIZED REPRESENTATIVE.

northern california
CENTR
FOR AFRO
AMERICAN
HISTORY
AND LIFE

ARCHIVES
COLLECTION