

copy sent to Greene
1-15-76

A G R E E M E N T

between

BROTHERHOOD OF SLEEPING CAR PORTERS

and

HOTEL AND RESTAURANT EMPLOYEES AND BARTENDERS INTERNATIONAL UNION

and

NATIONAL RAILROAD PASSENGER CORPORATION

On-Train service employees in the employ of the National Railroad Passenger Corporation represented by the Hotel & Restaurant Employees and Bartenders International Union and the Brotherhood of Sleeping Car Porters, may retain seniority under the provisions of both agreements in accordance with the following understanding:

1. An employee holding seniority under both agreements must work under the agreement in which he has the earliest seniority date if a position is available.

2. Employees who are furloughed under the provisions of either of the agreements may then exercise their seniority under the provisions of the other agreement as follows:

- a. Request a position on the extra board.
- b. Bid on any assignment that is posted.

Employees may not directly displace employees on regular assignments.

3. If and when a position becomes available, or the employee is, in fact, recalled under the provisions of the agreement where he has the earliest seniority date, he must return to a position under that agreement or his seniority under said agreement will be terminated.

This understanding will become effective on November 1, 1975.

FOR:

BROTHERHOOD OF SLEEPING CAR PORTERS

/S/ C. L. DELLUMS
C. L. Dellums

FOR:

HOTEL AND RESTAURANT EMPLOYEES
AND BARTENDERS INTERNATIONAL UNION

/S/ RICHARD W. SMITH
R. W. Smith

FOR:

NATIONAL RAILROAD
PASSENGER CORPORATION

/S/ A. R. LOWRY
A. R. Lowry

Keep For Negotiation
File

Agreement Between The
National Railroad Passenger Corporation
and
Hotel and Restaurant Employees and
Bartenders International Union
and
Brotherhood of Sleeping Car Porters

Inasmuch as several employees represented by the organizations signatory hereto who have acquired seniority on the rosters of both crafts are attempting to bid from one roster to another, and this practice disrupts the operation of the Corporation and is unfair to other employees on the respective rosters,

IT IS AGREED:

1. Employees now holding seniority on the roster of both crafts may retain their seniority on such rosters in accordance with paragraphs 2 and 3 of this agreement.

~~2. Employees will make every effort to work a position on the roster on which they hold the greatest amount of seniority.~~
2. Employees will make every effort to work a position on the roster on which they hold the greatest amount of seniority. In the event that an employee is ^{Furloughed &} unable to hold a position on such roster, he will be permitted to exercise his seniority on the other roster.

3. When forces are increased and the employee's seniority permits him to hold a position on the roster on which he holds the greatest amount of seniority, he must exercise his seniority to a position on that roster or he will forfeit his seniority on that roster. If such an employee so exercises his greatest seniority, he shall retain his position on the roster on which he holds the lesser amount of seniority.

signed at Washington, D. C. this ____ day of ____, 1975.

For Hotel & Restaurant Employees
& Bartenders International Union

For National Railroad Passenger
Corporation

R. W. Smith

A. R. Lowry

For Brotherhood of Sleeping Car
Porters

J. R. Johnson

C. L. Dellums

A G R E E M E N T

between

NATIONAL RAILROAD PASSENGER CORPORATION

and

HOTEL AND RESTAURANT EMPLOYEES AND
BARTENDERS INTERNATIONAL UNION

Recognizing the need for separate seniority rosters for employees performing various categories of work, it was decided to create additional seniority classifications to reflect more accurately the different skill and qualification requirements of the various positions covered by the Agreement between the parties. Therefore:

IT IS AGREED:

- 1.) The current "Food Specialist " seniority rosters will be maintained for employees performing the work normally performed by Second and Third Cooks in the Railroad Industry.
- 2.) A "Chef" seniority roster will be established separate and apart from the "Food Specialist" roster. Affected railroad employees holding "Chef" seniority will be assigned to that roster in order of such seniority. Other Amtrak employees who have been assigned to work as "Chef" and have qualified as "Chef" by working 60 days on such positions will be assigned to the "Chef" seniority roster with a seniority date as of the date they first held a regular position as "Chef". Positions of "Chef" not filled by an employee holding "Chef" seniority may be filled by the senior "Food Specialist", and such employee will acquire "Chef" seniority after he has qualified for the position and occupied a "Chef" position for 60 working days.
- 3.) A category of "Apprentice Food Specialist" is hereby established, and new employees not qualified to be employed as "Food Specialists" will be employed in this category. Such employees will be placed on the "Food Specialist" seniority roster but will be permitted to exercise "Food Specialist" seniority only after they have met the qualifications for and been promoted to a position of "Food Specialist". An employee who does not qualify as a "Food Specialist" within 18 months of his employment as an "Apprentice Food Specialist" will be dropped from the "Food Specialist" Roster and, unless he has seniority in another craft or class, will be considered as having resigned from the service. Such employees will be considered for positions in other categories consistent with their qualifications and the availability of such positions.

- 4.) The current "Service Attendant" seniority rosters will be maintained for employees performing duties which do not require the coordinating of activities of other employees or accountability for the handling of Corporate funds (i.e.: Chair Car Attendants, Waiters, etc.)
- 5.) A "Lead Service Attendant" seniority roster will be established separate and apart from that of "Service Attendant". Affected employees holding railroad seniority as "Employees in Charge" (i.e.: Bartenders, Lounge Car Attendants, Waiters in Charge, etc.) will be assigned to that roster in order of such seniority. Other Amtrak employees who have been assigned to work as "Employees in Charge" and have qualified for such positions, will be assigned to the "Lead Service Attendant" seniority roster with seniority date as of the date they first held a regular position as "Employee in Charge". Positions of "Lead Service Attendant" not filled by an employee holding "Lead Service Attendant" seniority may be filled by the senior qualified "Service Attendant", and such employee will acquire "Lead Service Attendant" seniority after he has occupied a "Lead Service Attendant" position for 60 working days.

It is agreed and understood that employees assigned to the "Chef" seniority roster will retain their seniority on the "Food Specialist" seniority roster, and employees assigned to the "Lead Service Attendant" seniority roster will retain their seniority on the "Service Attendant" seniority roster.

The following are the rates of pay effective October 1, 1975, for employees holding a position in the categories described above:

Chef - \$6.45 per hour

Food Specialist - First	6 months	\$5.52 per hour
Second	6 months	\$5.65 per hour
Third	6 months	\$5.76 per hour
Fourth	6 months	\$5.89 per hour
Fifth	6 months	\$6.01 per hour
Sixth	6 months	\$6.12 per hour
Thereafter -		\$6.25 per hour

Apprentice Food Specialists

First	6 months	\$5.10 per hour
Second	6 months	\$5.25 per hour
Third	6 months	\$5.40 per hour

Lead Service Attendant - \$5.79 per hour

Service Attendants

First	6 months	\$5.10 per hour
Second	6 months	\$5.22 per hour
Third	6 months	\$5.34 per hour
Fourth	6 months	\$5.46 per hour
Thereafter =		\$5.59 per hour

This agreement supersedes any and all agreements which conflict with the provisions herein and will become effective January 1, 1976, and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C., this 30th day of December, 1975.

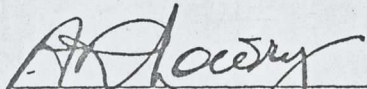
FOR:

THE HOTEL AND RESTAURANT EMPLOYEES
AND BARTENDERS INTERNATIONAL UNION

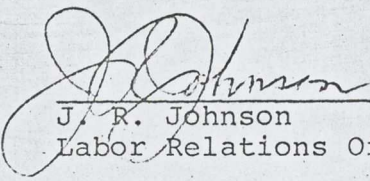
Richard W. Smith
International Vice President
Hotel & Restaurant Employees &
Bartenders International Union

FOR:

THE NATIONAL RAILROAD
PASSENGER CORPORATION



A. R. Lowry, Asst. Vice President
& Director - Labor Relations



J. R. Johnson
Labor Relations Officer

NATIONAL RAILROAD PASSENGER CORPORATION

INTEROFFICE MEMO

DATE: December 31, 1975

TO: J. R. Johnson
FROM: S. M. Holmes
SUBJECT: New Staffing - B.S.C.P.

The following formula is used in figuring the number of Brotherhood of Sleeping Car Porters crews needed for a run:

$$\frac{[R + 1.25 \text{ hours} - (4 \text{ hours} \times B)] \times 2 \times (n)}{180}$$

R = Running time one way for trip
1.25 = Advanced prep time needed for crew
4 hours = Sleep period allowed
B = Bed nights during one way trip
2 = to compute round trip
n = Frequency of service, which will be either:

4.3 = runs one day a week
13.5 = runs tri-weekly
30.5 = runs daily

Example - train 3 & 4

Running time = 40.5
2 over nights - each way
Operates daily = 30.5

$$\frac{[R + 1.25 \text{ hours} - (4 \text{ hours} \times B)] \times 2 \times (n)}{180}$$

$$\frac{[40.5 + 1.25 \text{ hours} - (4 \text{ hours} \times 2)] \times 2 \times (30.5)}{180}$$

$$\frac{[41.75 - 8 = 33.75 \times 2 = 67.5 \times 30.5]}{180} = 2058.75$$

$$2058.75 \div 180 = 11.4375$$

So - 11 crews are needed to staff the run for the entire month.

S. M. Holmes
S. M. Holmes
Labor Relations Officer

Attachment

Eastern Zone
Brotherhood Of Sleeping Car Porters

RATES OF PAY

effective October 1, 1975

AMTRAX SYSTEM

SLEEPING CAR PORTER

				1-1-76	4-1-76			1-1-76
Start	\$ 4.92	Per Hour	- 4.94	- 5.09	= 914.20	\$ 885.60	Monthly	- 889.20
6 Months	5.06	"	- 5.07	- 5.22	= 939.60	909.00	"	- 912.60
12 Months	5.17	"	- 5.19	- 5.35	= 963.00	930.60	"	- 934.20
18 Months	5.29	"	- 5.31	- 5.47	= 984.60	952.20	"	- 955.80
24 Months	5.42	"	- 5.43	- 5.59	= 1006.20	973.80	"	- 977.40

SERVICE ATTENDANT - (FLA, COA, BLA, WAITER)

				1-1-76	4-1-76		
Start	\$ 5.10	Per Hour	- 5.12	- 5.27	= 948.66	\$ 910.00	Monthly - 921.60
6 Months	5.22	"	- 5.24	- 5.40	= 972.00	939.60	" - 943.20
12 Months	5.34	"	- 5.36	- 5.52	= 993.60	961.20	" - 964.80
18 Months	5.46	"	- 5.48	- 5.64	= 1015.20	982.80	" - 986.40
24 Months	5.59	"	- 5.61	- 5.78	= 1040.00	1006.20	" - 1009.80

FOOD SPECIALIST

Start	\$ 5.52	Per Hour	- 5.54	- 5.71
6 Months	5.65	"	- 5.67	- 5.84
12 Months	5.76	"	- 5.78	- 5.95
18 Months	5.89	"	- 5.91	- 6.09
24 Months	6.01	"	- 6.03	- 6.21
30 Months	6.12	"	- 6.14	- 6.32
36 Months	6.25	"	- 6.25	- 6.44

5.41
32.46
19.476

5.59
33.52
20.124

L. H. Greene, Jr.
Supervisor

A. PHILIP RANDOLPH
International President Emeritus

C. L. DELLUMS
International President
1716 Seventh Street
Oakland, California 94607

L. J. SHACKELFORD, JR.
International Vice-President
431 S. Dearborn St. - Suite 1224



Train, Chair Car, Coach Porters and Attendants

AN INTERNATIONAL UNION

Affiliated with the AFL-CIO/CLC

~~GEORGE JACKSON, Secretary-Treasurer~~

431 S. DEARBORN ST. - SUITE 1224
CHICAGO, ILLINOIS 60605
312-427-5347



October 22, 1975

W. W. SEYMOUR, SR.
International Secretary-Treasurer
5253 Thrill Place
Denver, Colorado 80207

L. H. GREENE, JR.
Eastern Zone Supervisor
103 East 125th St. - Suite 710
New York, N. Y. 10035

A. R. BLANCHETTE
International Field Rep.
Dominion of Canada
517 Castle Building
1410 Stanley
Montreal 110, Quebec

Mr. C. L. Dellums
International President
Brotherhood of Sleeping Car Porters
1716 Seventh Street
Oakland, California 94607

Dear Brother Dellums:

In response to your letter of inquiry, dated October 16th, concerning the implementation of the Burlington Northern and Santa Fe Protection Agreements:

I am sending you this information about how both of these Carriers paid the protection money due employees from shortly after the effective date of the Agreements through December, 1974:

As I recall, I did send you a copy of the Burlington Northern Protection Agreement; however, I am sending another copy of that Agreement and copy of the Santa Fe Protection Agreement. You will note that the Santa Fe Agreement has a provision in it that the Burlington Northern Agreement does not have. That provision is contained on Page 3, Paragraph 8, and states:

"Employees who accept employment with Amtrak or 'other employment' with the Carrier and who are protected under either the February 7, 1965 Mediation Agreement or Appendix C-1, will be protected at the hourly rates (January 1, 1974), of the positions to which they were regularly assigned (including extra board) at the time of Amtrak's assumption of on-board train service, which will not be subject to any further increases, for the number of hours they actually work, including overtime hours."

We felt this was an improvement over the Burlington Northern Agreement, and the Santa Fe paid according to the provision of this Paragraph.

Mr. C. L. Dellums:

-2-

October 22, 1975

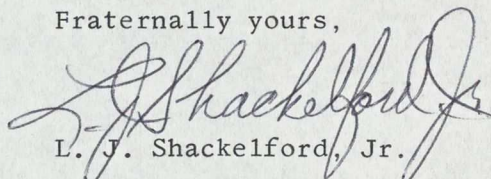
I am also enclosing copy of the Santa Fe Protection Claim Form, which had to be filled out by the employe and turned in to the Company before the 10th of the following month. Also enclosed is copy of the Burlington Northern Claim Form for Merger Protection Pay. After these Forms were filled out by the employe, the Carrier then paid him a check for the amount of money claimed. You will note that shown on the Burlington Claim Form and the Protection List is the employe's rate of regularly assigned position held on January 2, 1966, plus subsequent general wage increases; also, for those non-regularly assigned employes their monthly allowances were listed. If they earned less than the monthly allowance shown on the Protection List, the Carrier made up the difference.

The Burlington did not pay protection on an hourly basis. On the Santa Fe protection payments, the employe had to list all of the hours he worked for Amtrak and the amount of his income for that work and if he fell below the protective amount on the Santa Fe's Protection List, he was issued a check in the amount of the difference. Most of the Santa Fe employes received a differential of 27¢ for every hour worked from the initial takeover date on the Santa Fe until August 1, 1974, when the Santa Fe instructed the porters that they were to discontinue taking up tickets. This order only lasted during the month of September and the 20¢ an hour differential rate was restored, which brought them back up to the 27¢ per hour differential. When the 10% increase on the hourly rate became effective January 1, 1975, this wiped out the differential that was received by Santa Fe sleeping car porters because the amount of money earned by them exceeded the amount of money listed as their protected rate on the Santa Fe's Protection List.

I thought I would send you this information because this is exactly how the protection amounts have been paid and if I contacted DeButts of the Burlington or Jones of the Santa Fe asking this information, they would wonder why I did not know it already, since I had handled the claims for protection pay for Santa Fe and Burlington Northern employes.

I hope this information will be helpful to you in clearing up this matter with the Southern Pacific.

Fraternally yours,



L. J. Shackelford, Jr.

Enclosures