

Revised
AGREEMENT

Between

**THE ATLANTIC COAST LINE
RAILROAD COMPANY**

and its

**TRAIN PORTERS, MAIL PORTERS AND
CHAIR CAR ATTENDANTS**

Represented By

**THE BROTHERHOOD OF SLEEPING
CAR PORTERS**

RATES EFFECTIVE NOVEMBER 1, 1956

RULES EFFECTIVE AUGUST 1, 1957

Revised
AGREEMENT

Between

**THE ATLANTIC COAST LINE
RAILROAD COMPANY**

and its

**TRAIN PORTERS, MAIL PORTERS AND
CHAIR CAR ATTENDANTS**

Represented By

**THE BROTHERHOOD OF SLEEPING
CAR PORTERS**

RATES EFFECTIVE NOVEMBER 1, 1956

RULES EFFECTIVE AUGUST 1, 1957

RULE 1.

Scope

The following rules will govern working conditions of Train Porters, Mail Porters and Chair Car Attendants of the Atlantic 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

Employees mentioned in Rule 1 will be paid, effective November 1, 1956, as follows:

Class of Service	Basic (*) Monthly Rate	Straight Time Per Hour
Train Porters	\$348.72	\$1.71
Mail Porters	361.62	1.765
Chair Car Attendants ---	339.66	1.657

(*) Cost-of-living adjustments not included.

RULE 3.

Basic Month

(a) Train Porters:

1. Regularly assigned Train Porters will be required, in order to qualify for the monthly guarantee, to make a given number of round trips per month. Those who are so assigned, who are ready for service and who lose no time on their own account, or by reason of suspension, will be paid a minimum of \$348.72 a month. When less than the assigned number of trips are made, Train Porters will be compensated at the trip rates, as specified in the Addenda affixed to this agreement, for the actual number of trips made. Additional trips not embraced in the regular assignment will be paid for at the trip rates.

2. Extra Train Porters will be compensated at trip rates for the actual number of trips made.

3. Trip rates of pay will apply when Train Porters are assigned to operate between the points indicated in the Addenda. The Company may discontinue certain runs or inaugurate other runs, on a basis comparable with the schedule shown in the Addenda, to meet service requirements.

4. Nothing in this rule will be construed to prohibit the discontinuance of assignments at any time, in accordance with the needs of the service.

(b) Mail Porters and Chair Car Attendants:

1. Two hundred and five (205) hours of service or less in regular assignment will constitute a basic month's work for Mail Porters and Chair Car 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 two hundred and five (205) 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 two hundred and five (205) hours up to two hundred and forty (240) hours in a calendar month shall be paid for at appropriate pro rata rate. All time actually worked in excess of two hundred and forty (240) hours in a calendar month shall be paid for at one and one-half ($1\frac{1}{2}$) times the appropriate basic straight time hourly rate. Monthly assignments in excess of two hundred and five (205) hours are permissible under this rule.

2. Unassigned employees working from the extra list are excepted from the guarantee provisions of this rule and will be compensated at hourly rate for the actual number of hours worked.

RULE 4.

Seniority

(a) Seniority of each employe shall begin as of the date of employment in his respective classification, and shall terminate on the last date of the calendar month in which the employe attains the age of 70. Employes 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 employe so retired, provided however, that any claim which such employe may have for time lost prior to such retirement shall not be affected thereby.

(b) Seniority of Train and Mail Porters will attach to the district in which they are employed, except as provided in Rule 6.

(c) Seniority of Chair Car Attendants will attach to the system.

(d) Separate seniority rosters will be prepared for each classification; i.e., Train Porters, Mail Porters and Chair Car Attendants. Rosters will be posted in January of each year. Copy of roster for each district will be furnished to the General Chairman of each classification, and copy of the district roster will be furnished to the Local Chairman of that district. Changes will not be made in seniority rosters except upon protest filed within sixty (60) calendar days from date of posting. Upon presentation of proof of error by an employe 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.

(e) 1. When new positions are created or vacancies occur for Chair Car Attendants, bulletin will be posted for a period of ten (10) days in places accessible to all employes affected, such bulletin to show location, trains and

tour of duty. Employees desiring such positions shall file application, bearing their personal signature, with General Superintendent Dining Cars, and send copy to the Local Chairman. Assignments will be made, subject to provisions of paragraph 3 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.

2. New positions or vacancies for Chair Car Attendants known to be of less than thirty (30) days' duration shall be considered temporary and may be filled without bulletining, as provided in Rule 8.

3. Senior Chair Car Attendants 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.

4. When new runs as Train Porter or Mail Porter are put on or established runs are abolished, notice of such change will be posted promptly. Senior Train Porters or Mail Porters will be given choice of runs on their seniority district, provided they possess sufficient ability and fitness.

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

(f) 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.

(g) Train and Mail Porters may be used interchangeably. Mail Porters assigned to the position of Train Porter will retain seniority as Mail Porter and will begin to accumulate seniority as Train Porter from date first assigned.

(h) 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 (e) of this rule.

(i) 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 employe 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.

(j) A regularly assigned Train or Mail Porter desiring to exercise seniority over a junior employe shall, within two (2) hours after his arrival in home terminal, give notice thereof to the proper office. An employe displaced through the provisions of this paragraph shall exercise his seniority in accordance with the provisions of this agreement.

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

RULE 5.

Promotion or Reduction

(a) Mail Porters promoted to position of Train Porter will retain seniority as Mail Porter and when displaced as Train Porter in reduction of forces will be privileged to displace Mail Porters their junior in service as Mail Porters, and will retain their seniority as Train Porter, provided they return to Train Porter position at first opportunity; otherwise they will forfeit their seniority as Train Porter.

(b) Chair Car Attendants whose positions are abolished may exercise their seniority rights over junior employes in the same craft who hold permanent positions

or temporary vacancies which have been bulletined as such. Other employes affected may exercise their seniority in the same manner. In exercising seniority in a pool assignment, the junior employe must be displaced. Employes displaced in the operation of this rule shall file their applications for positions within five (5) calendar days or forfeit this right.

RULE 6.

Inter-District Runs

The Company will be privileged to establish inter-district runs for Train and Mail Porters. Each seniority district involved will furnish its proportion of employes in accordance with mileage run over each district.

RULE 7.

Operation of Chair Car Attendants

The Company will be privileged to run its Chair Car Attendants over portions of other roads; and vice versa, permit Chair Car Attendants of other roads to run over portions of its lines.

RULE 8.

Extra Work

Where extra lists are maintained, employes will be called "first in—first out" for extra work originating at that point, except that where vacancy on a regular run is known to be open for more than ten (10) days and less than thirty (30) days, the senior unassigned employe may claim such run.

RULE 9.

Extra Assignment

An extra porter required to make an extra trip as Mail Porter will be given no less than a day's pay if no other service is performed that calendar day.

RULE 10.

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 11.

Held Away from Extra Board Point

Extra porters used in extra or unassigned service, held away from the extra board point, will be allowed eight (8) hours pay, at the prevailing hourly rate, for each twenty-four (24) hours so held, the pay to start after the expiration of sixteen (16) hours from time of release. If held sixteen (16) hours and less than twenty-four (24) hours, he will be allowed pro rata pay for actual minutes held beyond sixteen (16) hours until called for service or deadheaded. In no case will the payment under this rule exceed eight (8) hours in any twenty-four (24) hour period.

RULE 12.

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 twelve (12) 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 13.

Employees Appointed to Official Positions in the Brotherhood of Sleeping Car Porters

Employees appointed to official positions in the Brotherhood of Sleeping Car Porters shall continue to accumulate seniority during the time solely employed in such positions and shall have right to exercise seniority when returning to the service of the Company, provided such seniority rights are exercised within thirty (30) days.

RULE 14.

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 15.

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

(d) The right of appeal by an employe 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 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 said officer's decision proceedings for the final disposition of the claim or grievance are

instituted by the employe 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 employe is not sustained, the record shall be cleared of the charges; if suspended or dismissed, the employe shall be reinstated and paid for all lost time, less amount earned in any other employment.

RULE 16.

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 17.

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; extra men will be allowed eight (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 18.

Calling Train and Mail Porters

Train and Mail Porters will be called under the same condition as train crews at the following terminals:

Richmond	Albany
South Rocky Mount	Thomasville
Florence	Montgomery
Augusta	Jacksonville
Charleston	Tampa
Savannah	

RULE 19.

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.

(b) An employee detained from work on account of sickness or for any other good reason, shall notify the employing officer promptly and keep him informed re-

garding 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.

(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 20.

Vacations

(a) A vacation of six (6) consecutive days with pay will be allowed in 1957 (and thereafter to employees similarly employed during preceding calendar year) to Train Porters who worked in 1956 not less than one hundred sixty (160) compensated days and to Mail Porters and Chair Car Attendants who worked in 1956 not less than 1,280 compensated hours and continued to be employed in the year 1957, 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) Train Porters having a regular assignment, will be paid while on vacation the compensation they would have earned during the six (6) day period had they continued at work. Unassigned or extra Train Porters will be paid while on vacation six-thirtieths (6/30ths) of the monthly guarantee. Mail Porters and Chair Car Attendants, while on vacation, will be paid forty-eight (48) hours at the rate of the position to which regularly assigned, the forty-eight (48) hours to apply on monthly guarantee.

(c) A vacation of twelve (12) consecutive days with pay will be allowed in 1957 (and thereafter to employees

similarly employed during similar calendar years) to Train Porters who worked in 1956 not less than one-hundred-sixty (160) compensated days and who have five (5) or more years continuous service, and who, during such period of continuous service, rendered compensated service on not less than one-hundred-sixty (160) days in each of such years, not necessarily consecutive, and to Mail Porters and Chair Car Attendants who worked in 1956 not less than 1,280 compensated hours and who have five (5) or more years continuous service and who, during such period of continuous service, rendered compensated service on not less than 1,280 hours in each of five such years, not necessarily consecutive, and continued to be employed in the year 1957, with the understanding that when the work of an employe 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) Train Porters having a regular assignment will be paid while on vacation the compensation they would have earned during the twelve (12) day period had they continued at work. Unassigned or extra Train Porters will be paid while on vacation twelve-thirtieths (12/30ths) of the monthly guarantee. Mail Porters and Chair Car Attendants, while on vacation, will be paid ninety-six (96) hours at the rate of the position to which regularly assigned, the ninety-six (96) hours to apply on monthly guarantee.

(e) A vacation of eighteen (18) consecutive days with pay will be allowed in 1957 (and thereafter to employes similarly employed during similar calendar years) to each employe who has fifteen (15) or more years of continuous service as of the beginning of the year in which vacation is to be taken, and who otherwise qualifies for a vacation in accordance with other provisions of this rule. Qualification requirements will be applied for the eighteen (18) days' vacation in the same manner as employes now

qualify for a twelve (12) days' vacation and the eighteen (18) days' vacation and payment therefor shall be granted in the same manner as now granted for a twelve (12) days' vacation.

(f) 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 at the rate of the position to which regularly assigned.

(g) No vacation with pay or payment in lieu thereof will be due an employee whose employment relation has terminated prior to the taking of his vacation.

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

(i) If an employee who performed the necessary qualifying service in the year prior to the year of his death, dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow. (Example: If an employee in 1956 qualified for a 1957 vacation and dies in 1957 before receiving his 1957 vacation, payment in lieu thereof will be made to his widow. No vacation allowance will be due for 1958 even though such employee may have qualified therefor in 1957).

RULE 21.

Representation

Employees serving as committeemen representing employees coming within the scope of this 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 22.

Effective Date and Duration

This agreement shall become effective as of August 1, 1957 and shall remain in effect thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WILMINGTON, NORTH CAROLINA,
THIS FIRST DAY OF JULY, 1957.

Brotherhood of Sleeping
Car Porters

A. PHILIP RANDOLPH
International President

Atlantic Coast Line
Railroad Co.

W. S. BAKER
Assistant Vice-President

ADDENDA

Basic Trip Rates of Pay for Train Porters Effective November 1, 1956

Based on Basic Monthly Guarantee of \$348.72

Between	Basic Trip Rate
Richmond — Florence	\$17.44 one way
Richmond — Wilmington	11.62 one way
Richmond — Fayetteville	11.62 one way
Richmond — Rocky Mount	5.81 one way
Richmond — Petersburg	11.62 for two complete round trips
Richmond — Petersburg	14.53 for three complete round trips
Rocky Mount — Florence	11.62 one way
Rocky Mount — Wilmington	8.30 one way
Wilmington — Augusta	17.44 one way
Wilmington — Florence	5.81 one way
Florence — Augusta	11.62 one way
Florence — Robbins	8.72 one way
Charleston — Columbia	11.62 round trip
Florence — Savannah	11.62 one way
Florence — Yemassee	8.72 one way
Florence — Charleston	6.23 one way
Savannah — Jacksonville (via JSL)	8.72 one way
Savannah — Jacksonville (via Waycross)	11.62 one way
Savannah — Thomasville	11.62 one way
Savannah — Waycross	5.81 one way
Waycross — Thomasville	5.81 one way

Based on Basic Monthly Guarantee of \$348.72

Between	Basic Trip Rate
Waycross — Jacksonville.....	5.81 one way
Montgomery — Thomasville.....	11.62 one way
Montgomery — Cairo.....	17.44 round trip
Albany — Jacksonville.....	11.62 one way
Albany — Waycross.....	5.81 one way
Albany — Tampa or St. Petersburg.....	17.44 one way
Trilby — St. Petersburg or Tampa.....	11.62 one way
Jacksonville — Tampa.....	14.53 one way
Jacksonville — Lakeland.....	11.62 one way
Jacksonville — St. Petersburg.....	17.44 one way
Jacksonville — Sarasota.....	17.44 one way
Tampa — Fort Myers.....	5.81 one way
Tampa — Sarasota.....	5.81 one way

SUPPLEMENTAL AGREEMENT

This agreement made this 20th day of March, 1956, by and between the Atlantic Coast Line Railroad Company and its train porters, mail porters and chair car attendants, represented by the Brotherhood of Sleeping Car Porters; witnesseth:

IT IS AGREED

Article I

HEALTH AND WELFARE PLAN.

1. Article I (b) of agreement dated January 10, 1956, between the parties signatory hereto, provided for a wage increase of four cents (4c) per hour, effective December 1, 1955, in lieu of a health and welfare plan, and further provided that:

"If the Brotherhood of Sleeping Car Porters desires to pursue notice for health and welfare benefits on a Carrier-financed plan on or after March 1, 1956, this additional wage increase of four cents (4c) per hour or such portion thereof as may be required under a plan adopted by mutual agreement will be automatically converted for payment of such health and welfare plan as may be adopted."

2. Request having been served on March 13, 1956 by the Brotherhood of Sleeping Car Porters, for the establishment of a health and welfare plan for employes it represents, membership in the Atlantic Coast Line Railroad Company Relief Department Hospitalization Fund is hereby made available to train porters, mail porters and chair car attendants on the following basis:

Beginning with the month of April, 1956, there shall be deducted from the monthly compensation earned by employes who are now members or who may hereafter qualify to become members of the Hospitalization Fund an amount, not to exceed \$6.80 per month,

sufficient to defray the entire cost of the established monthly contribution to the Hospitalization Fund (presently \$5.00 per month). Membership in the Hospitalization Fund shall be on a voluntary basis and shall be in accordance with Revised Regulations of the Relief Department of the Atlantic Coast Line Railroad Company, as they may be amended from time to time.

ARTICLE II

This agreement, between the parties signatory hereto, is in full and final settlement of health and welfare notices served by the Brotherhood on the Carrier on or about August 1, 1955 and March 13, 1956, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WILMINGTON, NORTH CAROLINA,
THIS 20th DAY OF MARCH, 1956.

For the Employees:

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

For the Company:

W. S. BAKER
Assistant Vice-President,
Atlantic Coast Line Railroad
Company

SUPPLEMENTAL AGREEMENT

This Agreement made this 8th day of March, 1957, by and between the Atlantic Coast Line Railroad Company and its Train Porters, Mail Porters and Chair Car Attendants, represented by the Brotherhood of Sleeping Car Porters; witnesseth:

IT IS AGREED:

Article I

INITIAL WAGE INCREASE

Effective November 1, 1956, all hourly and monthly rates of pay for employees covered by this Agreement will be increased in the amount of ten cents (10c) per hour, applied so as to give effect to this increase in pay irrespective of the method of payment.

Article II

SECOND-YEAR INCREASE

Effective November 1, 1957, all hourly and monthly rates of pay for employees covered by this Agreement will be increased in the amount of seven cents (7c) per hour, applied so as to give effect to this increase in pay irrespective of the method of payment.

Article III

THIRD-YEAR INCREASE

Effective November 1, 1958, all hourly and monthly rates of pay for employees covered by this Agreement will be increased in the amount of seven cents (7c) per hour, applied so as to give effect to this increase in pay irrespective of the method of payment.

Article IV

COST-OF-LIVING ADJUSTMENT

(a) Wage rates resulting from the increases provided for in Articles I, II and III of this Agreement, without

taking into consideration cost-of-living adjustments, will not be reduced under this Article IV. However, such wage rates are subject to a cost-of-living adjustment to be made on the dates provided in paragraph (b) whereby the adjusted rate as of May 1 and November 1 each year will exceed the rates resulting from the increases provided for in Articles I, II and III by 1c per hour for each five-tenths of a point by which the index specified in paragraph (b) as of March 15 and September 15, respectively, each succeeding year exceeds the index of 117.1 for September 15, 1956. The initial allowance of 1c per hour made when the index reached 117.6 will not be eliminated unless the index reaches the 117.1 level or less.

(b) The cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined" — "All Items" (1947-1949 = 100) — as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. The cost-of-living adjustment shall be made commencing May 1, 1957, and each sixth month thereafter based on the BLS Consumers' Price Index as of March 15, 1957, and the BLS Consumers' Price Index each sixth month thereafter as illustrated by the following table:

BLS Consumers' Price Index as of:		Effective Date of Adjustment—first pay period on or after:	
March	15, 1957	May	1, 1957
September	15, 1957	November	1, 1957
March	15, 1958	May	1, 1958
September	15, 1958	November	1, 1958
March	15, 1959	May	1, 1959
September	15, 1959	November	1, 1959

The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment. The cost-of-living adjustment will be applied as a wage in-

crease or a wage reduction in the same manner as the wage increase provided for in Articles I, II and III hereof.

(c) The adjustments are to be made on the dates as illustrated in paragraph (b) of this Article in the amounts illustrated in the following examples:

BLS Consumers' Price Index	Cost-of-Living Allowance
117.1 and less than 117.6	None
117.6 and less than 118.1	1 cent per hour
118.1 and less than 118.6	2 cents per hour
118.6 and less than 119.1	3 cents per hour
119.1 and less than 119.6	4 cents per hour

and so forth, with corresponding 1 cent per hour adjustment for each .5 point change in the index.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (b), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f), shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this Agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for September 15, 1956, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for Septem-

ber 15, 1956, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index for September 15, 1956, described in paragraph (b) hereof.

Article V

HEALTH AND WELFARE

(a) In addition to the wage adjustments provided for in Articles I, II, III and IV of this Agreement, the Company will pay to The Travelers Insurance Company for each month after March, 1957, \$4.2075 (\$4.25 less one per cent for railroad costs) per month for each employee who is a "Qualifying Employee" as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000, and who shall have rendered compensated service to the Company in such month.

(b) The parties hereto will secure expansion of the terms of The Travelers Insurance Company Group Policy Contract No. GA-23000 so as to provide, effective May 1, 1957, to dependents (as defined in The Travelers Insurance Company Group Policy No. GA-23111) of all employees for whom payments are required to be made under paragraph (a) above, as nearly as practicable, the same Hospital, Medical and Surgical benefits now provided to "Qualifying Employees" under said Group Policy Contract No. GA-23000 in so far as the funds available will permit consistent with a reasonable margin of safety.

Article VI

DURATION OF AGREEMENT

The purpose of this Agreement is to fix the general level of compensation during the period of this Agreement. Therefore, subject to the provisions of paragraphs (d) and (e) of this Article, the parties to this Agreement will not serve any notice or progress any pending notice to—

- (a) Increase or decrease rates of pay established by Articles I, II, III and IV of this Agreement.
- (b) Increase or decrease the rate of compensation provided in existing agreements or understandings, or eliminate or establish agreements providing the rate of compensation, covering overtime payments, arbitrary payments, Sunday or holiday payments, time paid for but not worked, or increase or decrease the number of paid holiday or paid vacation days.
- (c) Increase or decrease the amount of payments made under the terms of Supplemental Agreement of March 20, 1956, and Article V of this Agreement for hospital, medical and surgical benefits for the employees and their dependents.
- (d) This Article VI does not prevent adjustments under normal processes in the rates of pay of individual positions; correction of inequities as between rates for different individual positions; or negotiation of rates for new positions or positions where the duties or responsibilities have been or are changed. This Article VI will not debar the parties hereto from agreeing upon any subject of mutual interest.
- (e) This Article VI does not prevent the progressing of pending notices, the serving of notices and the negotiation of agreements dealing with stabilization of employment, separation allowances or other matters not prohibited by the foregoing provisions of this Article VI.

Article VII

EFFECT OF THIS AGREEMENT

This Agreement is in full settlement of notices served by the Employees on the Company on June 20, 1956, and to proposals served by the Company on the Employees in-

volved on July 1, 1956, and shall remain in effect until October 31, 1959 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices may be served before the expiration of the three-year period, provided such notices do not contemplate effective dates earlier than November 1, 1959.

SIGNED AT WILMINGTON, NORTH CAROLINA,
THIS 8th DAY OF MARCH, 1957.

For the Employees:

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

For the Company

W. S. BAKER
Assistant Vice-President,
Atlantic Coast Line Rail-
road Company.

MEMORANDUM OF AGREEMENT

Between

ATLANTIC COAST LINE RAILROAD COMPANY

and its

Train Porters, Mail Porters and Chair Car Attendants

Represented by the

BROTHERHOOD OF SLEEPING CAR PORTERS

IT IS AGREED:

Section 1. The Carrier shall continue to designate a uniform to be worn by its train porters and 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, vest and trousers for train porters, and cap, coat and trousers for chair car attendants, with the following accessories for both train porters and chair car attendants: A white shirt, black four-in-hand tie, black or white socks and black shoes, as well as the prescribed badges, buttons and insignia.

Section 2. (a) When it becomes necessary after the effective date of this agreement for a regular or extra train porter or chair car attendant to purchase a new uniform and when such purchase has been authorized, by the Superintendent in the case of train porters and by the Superintendent Dining Cars in the case of chair car attendants, the Carrier will assume 50 per cent of the cost of the uniform, consisting of cap, coat, vest and trousers for train porters and cap, coat and trousers for chair car attendants, but not to exceed two uniforms per calendar year, and the train porter or chair car attendant will assume the balance. Employes will be required to replace caps and/or uniforms when it is necessary to do so in

the judgment of the Superintendent in the case of train porters and the Superintendent Dining Cars in the case of chair car attendants.

(b) In applying paragraph (a) of this section to train porters who are used temporarily to fill vacancies as chair car attendants, such employes may, if they desire, purchase one train porter's uniform and one chair car attendant's uniform, but the Carrier's responsibility for assuming 50 per cent of the cost thereof shall not exceed that specified in paragraph (a).

(c) To the end that the uniform suits will present a good appearance, train porters and chair car attendants 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, the coat, vest and trousers for train porters and coat and trousers for chair car attendants, on each such occasion—for the reason that it is undesirable to wear a new uniform coat with an old vest and trousers, or vice versa.

(d) 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.

(e) When it becomes necessary for a train porter or chair car attendant to obtain a new uniform, the Carrier may, if the employe so desires, collect the employe's portion of cost of uniforms by the payroll deduction plan and remit such portion to the clothier.

(f) In the event the uniform, or any portion thereof, is lost, stolen or destroyed, the employe will pay full cost of necessary replacement.

Section 3. Train porters and chair car attendants 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.

Section 4. The Carrier will supply, free of charge, such buttons, badges and insignia as employes may be required to wear, and employes shall be responsible for their safe-keeping. When a new uniform is purchased, the employe 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.

Section 5. This agreement shall be effective on and after January 1, 1958, and shall continue in full force and effect unless and until changed, amended or cancelled under the provisions of the Railway Labor Act, as amended.

SIGNED AT WILMINGTON, NORTH CAROLINA,
THIS 23rd DAY OF MAY, 1957.

For the Brotherhood of
Sleeping Car Porters:

A. PHILIP RANDOLPH
International President.

For the Atlantic Coast Line
Railroad Company:

W. S. BAKER
Assistant Vice-President.

Small house

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W 15

10.21

Search

21

WILMINGTON PRINTING COMPANY
34892

northern california
CENTER
FOR AFRO
AMERICAN
HISTORY
AND LIFE

ARCHIVES
COLLECTION