

**AGREEMENT**

Between

**SEABOARD COAST LINE  
RAILROAD COMPANY**

And Its

**SLEEPING CAR PORTERS AND  
SLEEPING CAR ATTENDANTS**

Represented By

**THE BROTHERHOOD OF SLEEPING  
CAR PORTERS**

**EFFECTIVE APRIL 1, 1969**

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## RULE 1 — SCOPE

These rules shall govern the rates of pay, rules and working conditions of Sleeping Car Porters and Sleeping Car Attendants, hereinafter designated as "Porters" and "Attendants", represented by the Brotherhood of Sleeping Car Porters, hereinafter referred to as the "Organization"

## RULE 2 — RATES OF PAY

(a) Employees covered by this agreement will be paid as follows:

Date Effective	Basic Monthly Rate	Straight Time Hourly Rate
1-1-69	\$500.00	\$2.873
7-1-69	\$528.65	\$3.038
1-1-70	\$547.15	\$3.144
7-1-70	\$558.09	\$3.207
1-1-71	\$574.83	\$3.304

(b) Employees used as Sleeping Car Attendants shall receive, in addition to the basic rates established in (a), seven cents (7 ¢) per hour for each credited hour of service as an Attendant.

(c) The hourly rate of pay of an employee shall be determined by dividing his monthly rate of pay by 174.

(d) Time credited in excess of 174 hours, within a calendar month, shall be paid for as overtime at pro rata hourly rates up to and including 184 hours. Time in excess of 184 hours shall be paid for at the rate of time and one-half. Time paid for but not actually worked shall not be considered as time worked in the application of this rule.

## RULE 3 — BASIC MONTH

(a) 174 hours work, credited to a calendar month, as hereinafter provided, shall constitute a basic month's service, except that in the month of February each regular assignment shall be reduced by one layover day at a time designated by the Company, as to which the employee will be notified not less than 24 hours in advance of scheduled departure.

(b) Where a regular assignment is less than 174 hours worked per month, deduction shall not be made

from the established monthly wage in consequence thereof. Monthly assignments in excess of 174 hours are permissible under this rule.

(c) It is recognized that the Company has the right to discontinue using an employee in any calendar month when his use will result in payment of overtime.

(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.

#### **RULE 4 — SLEEPING PERIODS**

(a) Where the requirements of the service will permit, employees shall be relieved from duty for sleep for not to exceed four (4) hours, except that employees assigned to military movements may be relieved for up to six (6) hours. Sleep periods shall be granted between the hours of 9:30 p. m. and 6:30 a. m.; and for regular assignments, the duration of sleep period shall be designated in the operating schedules. During each sleep period the employee shall be provided with a berth in a sleeping car, when available, or in a dormitory car.

(b) In special service moves covering period of 72 hours or more elapsed time from time required to go on duty at point cars are placed in service to the time cars are released from the special service movement, a maximum of six (6) hours may be deducted each night, provided the employee is released for sleep.

(c) If circumstances prevent granting sleep period specified in the operating schedule, deduction shall only be made for the actual sleep period granted, upon verification by train conductor or supervisor. No deduction shall apply to any release for sleep of less than two (2) consecutive hours.

## **RULE 5 — CREDITING HOURS IN ROAD SERVICE**

In all classes of road service, except deadheading, the time of each trip shall be credited from the time required to go on duty until released from duty, less deductions, if any. In regular assignments, time credited in excess of the normal operating schedule due to delayed arrival of trains up to 174 hours within a calendar month, shall constitute a period of the regular assignment.

## **RULE 6 — DEADHEADING**

Employees deadheading on Company business (except in connection with witness service) shall receive credit for actual time up to 5'48'' for less than a 16-hour period, and shall receive 8'42'' credit for a 16 to 24 hour period, time to be computed from time required to go on duty until arrival at destination. If the deadheading trip exceeds 24 hours, credit for time in excess of 24 hours shall be on an actual time basis, with a maximum credit of 5'48''. Deadhead credit shall not accrue to employees deadheading in the exercise of seniority.

## **RULE 7 — STATION DUTY AND CALLED AND NOT USED**

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

(b) When a regularly assigned employee is required to perform station duty or when called and reporting for road service and not used, such time shall be credited on the hourly basis and paid for in addition to all other earnings for the month, with a minimum credit of 5'48'' for each call.

## **RULE 8 — WITNESS SERVICE**

An employee required by the Company to appear as witness in court proceedings shall receive credit of 5'48'' for each 24-hour period and actual time up to 5'48'' for less than a 24-hour period, while in such service, and will be allowed legitimate and reasonable expenses actually incurred.

## **RULE 9 — HELD FOR SERVICE**

(a) An employee in extra, deadhead, or incompletd regular service held at any point away from his home station beyond the layover established for his immediately preceding trip, as provided in Rule 15, with a maximum of 24 hours, shall be allowed "held for service" credit of 5'48" for each 24-hour period from expiration of layover and actual time up to 5'48" for less than a 24-hour period.

(b) An employee operating in regular assignment who is held at the away-from-home station beyond the specified layover of the assignment shall be allowed hourly credit and pay from expiration of layover up to 5'48" for each succeeding 24-hour period. If the employee arrives at the away-from-home terminal after the specified layover has expired, "held-for-service" time will start after 12 hours from time he is released.

(c) Employees "held-for-service" at home station by direction of the Company shall be credited with 5'48" for each 24-hour period, and actual time up to 5'48" for less than a 24-hour period. Regularly assigned employees so held shall be allowed total credits (including actual service) of not less than the credits they would have earned on their regular assignment.

## **RULE 10 — RELIEF OF LESS THAN ONE HOUR BETWEEN TRIPS**

Time between trips shall be computed as continuous in all cases where the interval from time of release until again resuming duty is less than one hour.

## **RULE 11 — PAYMENT FOR HOURS CREDITED**

An employee shall be paid at his established hourly rate for all time credited on the hourly basis within the limits of the basic month.

## **RULE 12 — INSTRUCTION PERIOD**

An employee, when hired, shall be placed under instruction for a reasonable period and shall be paid for such instruction period on the basis of 5'48" for each 24-hour period under instruction in road service.

### **RULE 13 — CLEANING INTERIOR OF CARS**

Employees required to perform interior cleaning of cars at layover points, as specified in operating schedules or otherwise authorized, shall be paid at the rate of \$3.00 per cleaning.

### **RULE 14 — LAYOVERS IN REGULAR ASSIGNMENTS**

Specific layovers at each terminal shall be designated in operating schedules for regular assignments.

### **RULE 15 — LAYOVERS APPLICABLE FOR PURPOSE OF COMPUTING HELD-FOR-SERVICE**

For the purpose of computing held-for-service, a layover of three (3) hours for each hour of credited service, with a maximum layover of 24 hours at an away-from-home station, shall apply to the following classes of service:

Regular service which is terminated at a point where no specified layover is established  
Extra-in-line service  
Special service  
Deadheading at direction of Company (except in connection with witness service).

### **RULE 16 — DAYS OFF DUTY**

Not less than 96 hours off duty each month in 24 consecutive hour periods, or multiples thereof, shall be allowed at designated home terminal, for regular assigned employees.

### **RULE 17 — SENIORITY RIGHTS**

(a) Seniority will be on a system-wide basis.

(b) Employees hired pursuant to the terms of the Wolfe-Randolph Agreement shall, in accordance with the provisions of agreement dated December 16, 1968, (Addendum A), be given seniority based upon their seniority standing on the former Pullman Company rosters which were in effect on December 31, 1968.

(c) The seniority of new employees, not including those mentioned in paragraph (b) of this rule, 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.

(d) 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 claims which such employee may have for time lost prior to such retirement shall not be affected thereby.

#### **RULE 18 — SENIORITY ROSTERS**

(a) There shall be only one seniority roster to cover all employees. Such roster, which will be revised and posted as of July 1 each year, shall show name and seniority date of employees, numbered in chronological order, date of birth and employee identification number. Rosters shall be posted at all crew points, in places accessible to employees.

(b) Employees establishing seniority under provisions of Rule 17(b) and those former Pullman employees hired under conditions other than Rule 17(b), who held seniority with Pullman Company only as Attendants shall be designated on the roster by an "A" to indicate they are qualified also as Attendants. Employees who subsequently qualify as Attendants shall also be given the "A" designation.

(c) A sufficient number of seniority rosters shall be furnished to the Organization for distribution to its representatives.

(d) An employee shall have 60 days from date his name first appears on the roster to protest his seniority date or relative position on the roster, except, where

an employee is absent on leave or because of sickness at the time the roster is posted, this time limit shall apply from the date such employee returns to duty. If no such protest is taken within the 60-day period, future appeals shall not be recognized, unless the employee's seniority date or relative standing on the roster is changed from that first correctly posted. Typographical errors which might occur in transcribing the seniority roster from one year to another will be corrected.

#### **RULE 19 — 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 Organization shall retain all their rights and continue to accumulate seniority during the time they are solely employed in such positions, and shall have displacements rights (as provided in Rule 24) when returning to active duty under this agreement, provided such seniority rights are exercised within thirty (30) days.

#### **RULE 20 — PROMOTION TO ATTENDANT**

(a) Upon application to employing officer, employees desiring to qualify for promotion to Attendant shall be given consideration therefor, provided they possess sufficient fitness and ability, with the employing officer to be the sole judge thereof, subject to appeal by the employee affected or his representative.

(b) Employees qualified as Attendants in accordance with provisions of Rule 18(b) and paragraph (a) of this rule, must accept assignments as Attendant at request of the Company when no junior employee holding seniority in such higher classification is available, or lose their rights as Attendants for a period of six (6) months from the date of refusal of such service.

#### **RULE 21 — BULLETINING OF RUNS**

(a) (1) New runs and vacancies known to be of more than 30 days' duration shall be promptly bulletined

for a period of 10 days. Employees desiring to bid for such runs shall file their applications with the designated official within the prescribed period and assignment shall be made within five (5) days thereafter. Employees bidding on more than one bulletined run shall specify in their applications their first choice, second choice, etc.

(2) The name of each employee assigned shall be immediately posted where the run or vacancy was bulletined.

(3) An employee who has been assigned to a run shall be placed in it in seniority order after expiration of the layover from his preceding trip, except that he shall be privileged to depart before the expiration of the layover from his preceding trip with the understanding that when an employee departs prior to the expiration of the layover from the preceding trip, the Company shall pay him straight time only for such "double" and shall not be required to pay at a punitive rate for any punitive time which may result from such "double". The hours accumulated on such doubles shall not be included in the total hours for the month.

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

(b) An employee absent in service, on leave of absence, or suspension or vacation, or absent account illness during the period a run is bulletined and awarded to a junior employee shall have the privilege, fitness and ability being sufficient, to displace the junior employee assigned to a line during his absence. Such displacement rights shall be exercised within 10 days from the date he returns to his home terminal or returns to duty.

(c) When no bids are filed for a bulletined assignment, such assignment shall be filled by assigning the junior

extra employee having sufficient fitness and ability therefor and who has served his probationary period. However, such an employee shall not be assigned until the day before he is due out and such assignment shall not be made until the employee is available on that day.

#### **RULE 22 — RE-BULLETINING CHANGED RUNS**

(a) A change in terminal or alteration of total home layover in excess of ten per cent (10%) shall constitute a changed run which shall be bulletined as provided in Rule 21.

(b) Where a run is changed for any cause which requires that it be rebulletined, the senior employees in the assignment up to the number required for the changed operation shall be privileged to continue in the run until awards are made under the new assignment.

#### **RULE 23 — TEMPORARY DISCONTINUANCE OF AN ASSIGNMENT**

(a) Where a regular assignment has been temporarily discontinued or interrupted due to "acts of God," such as storms, hurricanes, earthquakes, floods, etc., the employees affected, when at or returned to their home station, shall not be considered as "held for service". Their names shall be placed on the extra list after expiration of layover and they may be assigned as extra employees in accordance with Rule 27 to service which will make them available for their regular assignment when resumed. If such an employee is due an assignment which would not make him available for his regular run, he will be excused and revert to the foot of the extra list.

(b) Where a regular assignment has been temporarily discontinued or interrupted due to causes other than "acts of God," the employees affected, when at or returned to their home station, shall be placed on the extra list after expiration of layover and as extra employees shall be subject to any assignment or assignments which will make them available for their next regular trip.

if possible, or otherwise within a reasonable time. They shall not receive less credit than they would have earned on their regular runs had such runs not been temporarily discontinued, provided they do not refuse an assignment.

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

(d) Where the temporary discontinuance of a regular assignment under this rule extends beyond 15 days, the assignment shall be discontinued and the employee thus affected shall have displacement rights as provided in Rule 24. When the assignment is restored, it shall not be considered as new service under the provisions of Rule 21 but shall be rebulletined in accordance with the provisions of that rule.

#### **RULE 24 — DISPLACEMENT RIGHTS OF EMPLOYEES**

(a) An employee who loses his run through no fault of his own may apply for and shall have the right, in accordance with the provisions of this rule, to occupy any assignment where his seniority is greater than that of an employee on such assignment. Displacements shall be made at the home terminal of the run at least 12 hours prior to the reporting time of the run into which displacement is to be made.

(b) The right of a displaced employee to apply for another assignment must be exercised within 10 days from the time and date of displacement (expiration of layover), except that when displaced while absent in service or absent on account of illness, suspension, leave of absence or vacation, the 10 days shall date from the time and date the employee returns to his home terminal from service or reports for duty at his home terminal following illness, suspension, leave of absence or vacation.

(c) For the purpose of this rule, an employee desiring to displace a junior employee shall signify his intention

in writing to his immediate supervisor and shall immediately be considered as assigned to such a run and shall be permitted to enter the run in the same manner as provided in Rule 21 (a)(3).

(d) Subject to the provisions of Rule 26, an employee absent in service or who is absent because of illness, suspension, leave of absence or vacation during the period an assignment is bulletined and awarded to a junior employee shall have the privilege of displacing such junior employee.

(e) 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 as his seniority permits.

#### **RULE 25 — UNASSIGNED EMPLOYEES WORKING AS CHAIR CAR ATTENDANTS**

(a) Unassigned Sleeping Car Porters and Attendants who desire to be considered for positions as Chair Car Attendants will so notify their General Chairman. Based upon such notifications, the General Chairman will compile a list showing in seniority order the name, mailing address, telephone number (if any), and seniority date of those unassigned Sleeping Car Porters and Attendants desiring to be considered for vacancies as Chair Car Attendants. This list, which may be revised from time to time as additional unassigned men become available, shall be forwarded by the General Chairman to the Superintendent - Dining Cars not later than June 1 of each year or as otherwise requested by the latter.

(b) In offering such vacancies to unassigned Sleeping Car Porters and Attendants, as provided hereinafter, offer shall be made only to those who, in the judgment of the Superintendent - Dining Cars, are physically capable and can within a reasonable time qualify as Chair Car Attendants. Those failing to qualify will be promptly released.

(c) When there are vacancies as Chair Car Attendants which cannot be filled in the usual manner, the Superintendent - Dining Cars will offer such vacancies to unassigned Sleeping Car Porters and Attendants who are qualified and acceptable, the offer to be made in

seniority order, according to the most recent list furnished by the General Chairman. An employee called for this service must advise the Superintendent- Dining Cars within three (3) days, by special delivery letter, telegram, or by telephoning him at 353-2011, Jacksonville, Florida, as to whether he will accept such temporary employment. If he accepts, he must then report for duty within seven (7) days from date he is notified of need for his service, unless later date is designated by the Superintendent - Dining Cars. If an unassigned Sleeping Car Porter or Attendant, whose name appears on the General Chairman's list and who has not meanwhile obtained assignment as Sleeping Car Porter or Attendant, does not accept temporary employment as Chair Car Attendant when offered in accordance with the above, fails to respond within three (3) days, or report within seven (7) days from date notified to report, notification will be extended to the next senior man on the list and the unassigned Sleeping Car Porter or Attendant refusing, failing to respond or report for such temporary employment will not again be offered employment as Chair Car Attendant.

(d) Unassigned Sleeping Car Porters and Attendants used to protect extra Chair Car Attendant's work will be used in accordance with the provisions of the Chair Car Attendants' agreement.

(e) Unassigned Sleeping Car Porters and Attendants who accept temporary employment as Chair Car Attendants shall retain their Sleeping Car Porter-Attendant seniority, but shall not establish seniority as Chair Car Attendants until they have rendered all service required of them by the Company during a period of sixty (60) calendar days, at the expiration of which time they shall be given seniority dating from the beginning of the sixty-day period. Any Sleeping Car Porter or Attendant who accepts a Chair Car Attendant vacancy will be expected to protect such vacancy until he is displaced, released, or is the successful bidder or assignee on a vacancy arising under the provisions of Rule 21.

(f) Sleeping Car Porters and Attendants who establish seniority as Chair Car Attendants shall, at such time as they stand for regular assignments in both classifications, make an election as to which seniority they shall retain, and their seniority in the other classification shall be forfeited. It is understood that an employee forfeiting his Sleeping Car Porter-Attendant seniority shall retain his Chair Car Attendant seniority, and an employee

electing to retain his Sleeping Car Porter-Attendant seniority shall forfeit his seniority as Chair Car Attendant.

#### **RULE 26 — SENIORITY, FITNESS AND ABILITY**

Assignments to regular service, by bulletin or displacement, shall be made on the basis of seniority, fitness and ability; fitness and ability being sufficient, seniority shall govern, with the Company to be the sole judge of fitness and ability, subject to appeal by the employee affected, or his representative.

#### **RULE 27 — EXTRA EMPLOYEES AND EXTRA BOARDS**

(a) Two extra boards shall be maintained, one embracing home terminals at New York, Washington and Richmond, and one embracing home terminals at Jacksonville, St. Petersburg and Miami. All extra employees will, within 15 days after the effective date of this agreement and thereafter within 15 days from the date they revert from regularly assigned to extra status, make an election as to which extra board they desire to protect. To the extent extra men are needed on these boards, employees will be placed on the board of their choice, with preference given to senior employees. Those not so placed on the board of their choice will be placed on the other board, with preference given to senior employees, or furloughed if their services are not needed.

(b) Extra employees shall be placed on the extra list in accordance with expiration of layover. The layover shall be three times the total credited hours the employee accumulated from the time he last left his home station until he returns.

(c) An extra employee who is released from duty at his home terminal shall be entered on the extra list in the order in which he registers, either in person or by telephone, giving his identification number, train on which he arrived, time of arrival of such train, and total number of credited hours accumulated since he last left his home station.

(d) An extra employee absent from service because of illness, injury, leave of absence or suspension, when again reporting for duty shall have his name entered at the bottom of the extra list. Likewise, an employee recalled from furlough or an employee reverting to the

extra list account displaced from a regular assignment shall have his name entered at the bottom of the extra list.

(e) A regular sign-out period shall be established at each point named in paragraph (a) hereof. The time and length of such sign-out period shall be determined by local conditions, but shall be uniform for the home terminals embraced within each extra board. The local representative of the Organization shall be notified in writing at least five (5) days in advance of any change in the time or length of the sign-out period and bulletin posted for information of employees.

(f) At the sign-out period, all known vacancies and assignments to be filled by extra employees, which have a reporting time prior to the next sign-out period, shall be listed in the order of reporting and shall be assigned in the following manner:

Known assignments will be grouped according to origin point and extra employees whose home station is located at such points will be given these assignments as long as extra employees are available at such points, after which the next available employees remaining on the extra list, at the nearest home station, will be given the remaining assignments in the order of their extra list standing.

(g) Except as provided in paragraph (j) hereof, available extra work shall be assigned to available qualified extra employees in accordance with paragraph (e). It shall be the duty of each extra employee to report during the sign-out period to receive assignment to which entitled.

(h) Assignments which develop subsequent to the close of sign-out period, having a reporting time which makes it necessary that assignment be made prior to the next sign-out period, shall be filled by the first available employees remaining on the extra list. To be eligible for such assignments an extra employee must personally accept telephone call for such work.

(i) Except in emergency, an employee registering for the extra list after sign-out time shall not be used prior to the next sign-out time, except that this provision shall not apply to an employee called for station duty.

(j) When an extra employee is used to perform service into another terminal covered by a different extra list, such employee may be returned in service to a home terminal covered by his extra list without regard to the standing of the men on the extra list at the opposite terminal. The use of an extra employee in this manner shall not be a violation of this agreement.

(k) Notwithstanding the provisions of this rule, the Company shall have the right to select and use regular or extra employees for the performance of extra work in connection with any unusual special party, and the right to use specifically requested employees for special party operation. The use of regularly assigned employees to perform extra service in these instances shall not be a violation of this agreement.

(l) When an extra list becomes exhausted, the Company shall be free to obtain necessary employees from whatever source they may be available.

(m) Extra lists shall be regulated and maintained so as to afford each employee carried thereon, as nearly as possible, minimum earnings of approximately two-thirds of basic month's pay. This rule shall not be construed as a guarantee. In adjusting extra boards, junior men will be those furloughed or transferred from one board to another, unless senior men indicate desire to transfer.

#### **RULE 28 — REDUCING AND INCREASING FORCES**

(a) In reducing forces, seniority shall prevail in determining those to be retained in service. When more than one employee is to be furloughed, senior employees of the group to be furloughed shall be withheld from service until the arrival at the home station and furlough of the junior employee of the group.

(b) Five calendar days notice of abolition of regular assignments shall be given to employees operating in runs which are permanently discontinued. However, this rule shall not apply under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Company's operations are suspended wholly or in part and provided further that because of such emergency the work which would be performed by the incumbents of the assignments to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or

cannot be performed. Under such circumstances not more than 16 hours advance notice of abolishment shall be required.

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

#### **RULE 29 — 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 30.

#### **RULE 30 — DISCIPLINE, GRIEVANCES AND INVESTIGATION**

(a) Except as provided in Rule 39, 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 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 31 — 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 32 — UNJUST TREATMENT**

Except as provided in Rule 39, when an employee considers he has been unjustly treated and desires a hearing, he or his duly authorized representative shall make written request containing the specific charge to his supervisor at his home station within sixty (60) days from date of alleged unjust treatment or it shall be barred. Hearing shall be held within twenty (20) days from date of receipt of request for hearing. Decision shall be rendered in writing within twenty (20) days after hearing is completed.

#### **RULE 33 — LEAVES OF ABSENCE**

Employees on request will be granted reasonable leaves of absence when they can be spared without interference to the service, but not to exceed ninety (90) days. An employee who fails to report for duty at expiration of his leave of absence shall be considered out of the service unless such failure is the result of unavoidable delay, under which condition the leave shall be extended to include the delayed time. Employees on leave of absence accepting other employment without the Management's written permission shall be considered out of the service.

#### **RULE 34 — INTERLINE SERVICE**

The Company will be privileged to run its employees over portions of other roads with which it has permissive agreements, and vice versa, permit employees of other roads to run over portions of its lines.

#### **RULE 35 — TIME AND PLACE FOR REPORTING**

Operating schedules for regularly assigned employees

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

#### **RULE 36 — FAILURE TO REPORT**

An employee unable to report for duty for any cause shall notify his supervisor, in advance if possible, otherwise as soon as conditions permit, preferably in writing.

#### **RULES 37 — ABSENCE WITHOUT PERMISSION**

An employee absent from work without permission for a period in excess of seven (7) days shall be considered out of the service, unless a satisfactory explanation is given.

#### **RULE 38 — REPRESENTATION**

General Chairman representing employees governed by the provisions of this Agreement will, upon request, be granted necessary time off and shall retain his seniority rights unimpaired during the time so occupied. He shall be furnished available sleeping accommodations designated by the Management when required to travel on committee work.

#### **RULE 39 — PERIOD OF PROBATIONARY EMPLOYMENT**

Six (6) months from date last employed (exclusive of time on furlough or time absent for any cause) shall be considered sufficient time to determine the competency of an employee. Within the probationary period the service of an employee may be terminated for any cause.

#### **RULE 40 — RETURN TO WORK OF EMPLOYEES RETIRED UNDER TOTAL DISABILITY**

An employee retiring under the disability provisions of the Railroad Retirement Act will retain seniority until he attains the age of 65 years. Should the employee recover sufficiently to resume service prior to reaching

the age of 65, he may exercise his seniority as provided in Rule 24.

#### **RULE 41 — NO SHUT-DOWN NOR SUSPENSION OF WORK**

While questions in dispute are pending, there shall be neither a shut-down by the Company nor a suspension of work by the employees.

#### **RULE 42 — FREE TRANSPORTATION**

Employees will be allowed free transportation for themselves and dependent members of their families in accordance with the established practice of the Company.

#### **RULE 43 — FREE MEALS ON TRAINS**

Employees in service or deadheading on Company business will be provided with free meals on trains handling dining cars, upon presentation of assignment-to-duty slip.

#### **RULE 44 — MEAL EXPENSES AT LAYOVER POINTS**

Employees required to lay over 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 24 hours from the time of release at the away-from-home terminal.

#### **RULE 45 — LODGING**

The Company shall furnish without cost to the employees proper sanitary sleeping accommodations when laying over while away from home terminal for four (4) hours or more. Permission to sleep on cars at specific points shall be considered compliance with this rule. If sleeping accommodations are not furnished a \$2.00 allowance for lodging shall be made.

#### **RULE 46 — UNIFORMS**

(a) The Carrier shall continue to designate a uniform to be worn by its employees 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 Assistant Superintendent Sleeping Cars, Jacksonville, Florida, the Carrier will assume 50 per cent of the cost of the uniform, consisting of cap, coat and trousers (two pairs if desired), 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 Assistant Superintendent Sleeping 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 47 — VACATIONS**

1. (a) Effective with the calendar year 1969, an annual vacation of six (6) consecutive days with pay will be granted to each employee covered by this agreement who renders compensated service as Sleeping Car Porter or Attendant for not less than 835 hours during the preceding calendar year.

(b) Effective with the calendar year 1969, an annual vacation of twelve (12) consecutive days with pay will be granted to each employee covered by this agreement who renders compensated service as Sleeping Car Porter or Attendant for not less than 765 hours during the preceding calendar year, and who has two (2) or more years of continuous service, and who, during such period of continuous service, renders compensated service as Sleeping Car Porter or Attendant for not less than 765 hours (1,093 hours in the years 1950-59 inclusive; 1,217 hours in the year 1949, and 1,280 hours in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1969, an annual vacation of eighteen (18) consecutive days with pay will be granted to each employee covered by this agreement who renders compensated service as Sleeping Car Porter or Attendant for not less than 696 hours during the preceding calendar year, and who has ten (10) or more years of continuous service, and who, during such period of continuous service renders compensated service as Sleeping Car Porter or Attendant for not less than 696 hours (1,093 hours in the years 1950-59 inclusive; 1,217 hours in the year 1949, and 1,280 hours in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1969, annual vacation of twenty-four (24) consecutive days with pay will be granted to each employee covered by this agreement who renders compensated service as Sleeping Car

Porter or Attendant for not less than 696 hours during the preceding calendar year, and who has twenty (20) or more years of continuous service, and who during such period of continuous service, renders compensated service as Sleeping Car Porter or Attendant for not less than 696 hours (1,093 hours in the years 1950-59 inclusive; 1,217 hours in the year 1949, and 1,280 hours in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(e) When computing the hours enumerated in paragraphs (a), (b), (c) and (d) above, all payments made under employees' working agreement and this vacation rule shall be taken into account in determining qualification for vacation.

(f) Calendar days on which an employee on the extra board is available for service and on which he performs no service, not exceeding 60 such days in the last qualifying year, will be included in the determination of qualification for vacation; calendar days, not in excess of 30 days in the last qualifying calendar year, on which an employee is absent from and unable to perform service because of injury received on duty will also be included. Such days will be converted into hours on the basis of five (5) hours and forty-eight (48) minutes per calendar day.

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before such discharge and after restoration shall be included in computing the hours under paragraphs (a), (b), (c) and (d) above.

(h) Employees who became employees of Seaboard Coast Line Railroad Company under terms of the Wolfe-Randolph Agreement may combine service performed for and paid for by the Pullman Company prior to January 1, 1969, and service performed for and paid for by Seaboard Coast Line Railroad Company as Sleeping Car Porters or Attendants subsequent to January 1, 1969, in determining qualifications provided for above.

Former Pullman Company employees who obtained employment with Seaboard Coast Line Railroad Company under conditions other than the Wolfe-Randolph Agreement shall, for qualifying purposes, only be given credit for service with the Railroad Company subsequent to January 1, 1969.

(i) 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 hours of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of 10 such days for an employee with less than 3 years of service; a maximum of 20 such days for an employee with 3 but less than 15 years of service; and a maximum of 30 such days for an employee with 15 or more years of combined service with the Pullman Company and Seaboard Coast Line Railroad. Such days will be converted into hours as provided for in paragraph (f) above.

(j) In instances where employees have performed 7 months' service with the Seaboard Coast Line Railroad or an affiliated line, or have performed in a calendar year, service sufficient to qualify them for 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 Seaboard Coast Line Railroad.

2. (a) Vacations may be taken from January 1 to December 31 and due regard shall be given to the desires and preferences of the employees, in seniority order, when fixing the dates for their vacations. However, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances, and the Company and Organization will cooperate in arranging vacation periods, consistent with the requirements of the service.

(b) Each employee entitled to a vacation shall take same at time assigned, and while it is intended that the vacation date designated will be adhered to so far as practicable, management shall have the right to change same, provided the employee so affected is given as much advance notice as practicable.

(c) If the Company finds that it cannot release an employee for a vacation during the calendar year, because of the requirements of the service, then such employee shall be paid in lieu of the vacation, as provided in Section 3 hereof.

3. (a) An employee taking six (6) days' vacation, or entitled to pay in lieu thereof, shall be paid for thirty-four (34) hours and forty-eight (48) minutes at his straight time hourly rate.

(b) An employee taking twelve (12) days' vacation, or entitled to pay in lieu thereof, shall be paid for sixty-nine (69) hours and thirty-six (36) minutes at his straight time hourly rate.

(c) An employee taking eighteen (18) days' vacation, or entitled to pay in lieu thereof, shall be paid for one hundred four (104) hours and twenty-four (24) minutes at his straight time hourly rate.

(d) An employee taking twenty-four (24) days' vacation, or entitled to pay in lieu thereof, shall be paid for one hundred thirty-nine (139) hours and twelve (12) minutes at his straight time hourly rate.

4. Effective January 1, 1969, vacations provided for in this rule shall be considered to have been earned when the employee has qualified under Section 1 hereof. 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 he has qualified therefor under Section 1 hereof. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not 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.

5. (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request

of the employee may be reduced in one year and adjusted in the next year. Such additional time shall be paid in addition to all other earnings at the employee's current hourly rate, but no hourly credit shall accrue for such additional days under this paragraph towards overtime pay.

(b) Vacations for regularly assigned employees will begin on the first day during the assigned vacation period employee's run is scheduled out of home terminal. After the vacation begins, layover days during the vacation period shall be counted as a part of the vacation. If a regularly assigned 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.

(c) Vacations for unassigned (extra) employees will begin at 12:01 a. m. on the first day following that on which employee comes into home terminal on a run during assigned vacation period. Employees operating on the extra board shall take off as vacation either 6 days, 12 days, 18 days or 24 days, according to their length of service as provided in paragraphs (a), (b), (c) and (d) of Section 1, subject to the provisions of Paragraph (h) of this rule.

6. Vacation, or allowances therefor, under two or more agreements shall not be combined to create a vacation of more than the maximum number of days provided for in any of such agreements. Each employee who qualifies for a vacation will be granted a vacation or paid in lieu thereof under the provisions of the agreement of the craft or class in which the employee is working (or last worked) at the time vacation is granted or payment made in lieu thereof.

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

(a) 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.

(b) 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.

(c) 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.

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

#### **RULE 48 — 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 subsequently revised and amended shall be applicable to the employees covered by this Agreement.

#### **RULE 49 — UNION SHOP AGREEMENT**

The provisions of the Union Shop Agreements between the Company and the Brotherhood of Sleeping Car Porters covering Porters and Chair Car Attendants will apply to Sleeping Car Porters and Sleeping Car Attendants.

#### **RULE 50 — UNION DUES DEDUCTIONS**

The provisions in the agreements between the Company and the Brotherhood of Sleeping Car Porters covering payroll deduction of union dues for Porters and Chair Car Attendants will likewise be applied to Sleeping Car Porters and Sleeping Car Attendants.

#### **RULE 51 — DURATION OF AGREEMENT**

This agreement, which shall become effective April 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 20th day of March, 1969.

**BROTHERHOOD OF SLEEPING CAR  
PORTERS**

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

**SEABOARD COAST LINE RAIL-  
ROAD COMPANY**

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

ADDENDUM "A"

THIS AGREEMENT MADE THE 16TH DAY OF  
DECEMBER 1968

By and Between  
SEABOARD COAST LINE RAILROAD COMPANY

And Its Employees  
Represented By  
BROTHERHOOD OF SLEEPING CAR PORTERS

IT IS AGREED THAT:

1. Effective with the takeover by Seaboard Coast Line Railroad Company of sleeping car service, Sleeping Car Porters and Attendants formerly employees of The Pullman Company hired by the Seaboard Coast Line, will have their names shown on the separate system seniority rosters of Seaboard Coast Line Sleeping Car Porters and Attendants. Their names will be placed on such rosters in accordance with their seniority standing on the current Pullman Company's seniority rosters.

2. Effective with the takeover by Seaboard Coast Line of sleeping car service, sleeping car porters and attendants may be assigned to perform on any other line where there is joint sleeping car service the duties of sleeping car porter. The right of the Seaboard Coast Line to operate sleeping cars over its lines on which are employed sleeping car porters or attendants of another carrier or other carriers is recognized.

3. Carrier may establish assignments with home terminals at points other than those presently in existence and may also establish and maintain a list of extra sleeping car porters and attendants.

4. Paragraph 3 of the Wolfe-Randolph agreement dated December 17, 1963, to which agreement Seaboard Coast Line is a party, shall be applicable to employees transferring to Seaboard Coast Line under the terms of this agreement.

5. The terms of the protective or Stabilization Agreement between the Pullman Company and its Sleeping Car Porters, dated May 27, 1968, shall not apply to Sleeping Car Porters and Attendants hired by Seaboard Coast Line under this agreement.

6. This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act.

ACCEPTED

FOR THE EMPLOYEES:

(S) B. F. McLaurin, Eastern Zone  
Supervisor, for International  
President C. L. Dellums, Brother-  
hood of Sleeping Car Porters

FOR THE CARRIER:

(S) C. E. Mervine, Jr.  
Assistant Vice President-Personnel  
Seaboard Coast Line Railroad

northern california  
CENTER  
FOR AFRO  
AMERICAN  
HISTORY  
AND LIFE

ARCHIVES  
COLLECTION