

AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

BROTHERHOOD OF SLEEPING CAR
PORTERS

GOVERNING RATES OF PAY AND
WORKING CONDITIONS

OF

CHAIR CAR ATTENDANTS



EFFECTIVE OCTOBER 16, 1946

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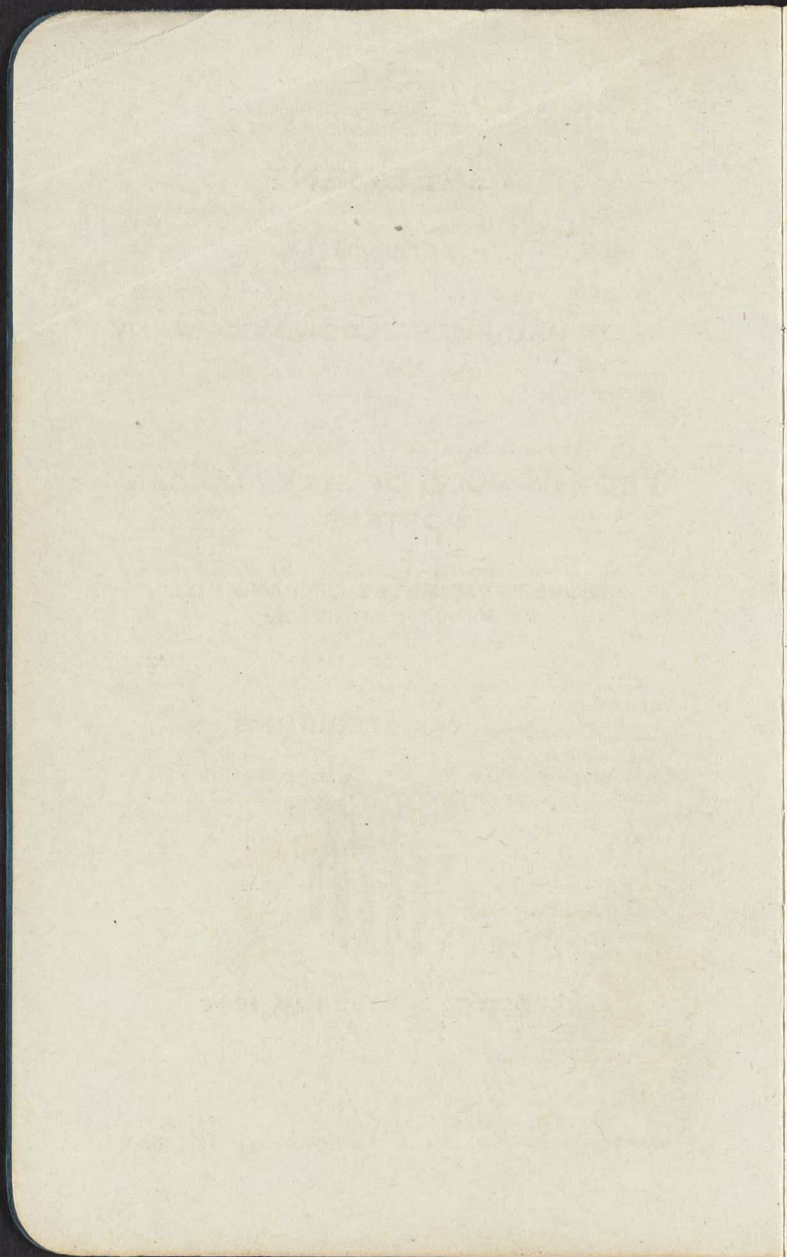
**GOVERNING RATES OF PAY AND
WORKING CONDITIONS**

OF

CHAIR CAR ATTENDANTS



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Rule 1. Scope. This agreement shall apply to all employees of the Union Pacific Railroad Company classified as Chair Car Attendants.

Rule 2. Rates of Pay. (a) The rates of pay for regularly assigned chair car attendants compensated on the basis of 240 hours for a basic month shall be as follows:

<u>Monthly Rate</u>	<u>Hourly Rate</u>	
	<u>Pro Rata</u>	<u>Overtime</u>
\$192.40	\$0.8016	\$1.2024

(b) The hourly rate shall be determined by dividing the monthly rate by 240, and the daily rate by multiplying the hourly rate by 8.

(c) Extra employees used in extra or special service will be compensated for the actual service performed at the rate of \$0.8016 per hour with a minimum of eight hours for the day or trip, straightaway or turnaround.

Rule 3. Basic Month. (a) 240 hours work credited to a calendar month shall constitute a basic month's service.

(b) Where the credited hours on a regular assignment are less than 240 per month, deduction shall not be made from the regular established monthly rate of pay.

(c) Where more than one employe works on a regular assignment during a calendar month, each such employe shall be paid such proportion of the monthly rate as the number of hours actually worked, or assigned, bears to the total monthly assigned hours, but this shall not be considered as establishing an hourly rate greater than the basic hourly rate provided for in Section (a) of Rule 2.

(d) **Release Between Trips.** Time between trips shall be computed as continuous in all cases where the interval from time of release until again resuming duty does not exceed 2 hours.

Rule 4. Computing Time on Trip. In road service, except deadheading, the time of each trip shall be credited from the time required to go on duty until the time released from duty. A trip will be considered as having been worked on the day on which it is started. Where more than one chair car attendant mans the same train each shall be paid

continuous time while enroute, less time released for rest which shall not exceed 8 hours in any 24 hour period.

Rule 5. Overtime. (a) Time actually worked in excess of 240 hours in a calendar month shall be paid for on the minute basis at one and one-half times the pro rata hourly rate. Time paid for but not actually worked (such as but not limited to time intervening between the time preparatory work if any required is completed and the time of actually beginning work on train on which actual work is to be performed) shall not be considered as time worked within the meaning of this Section (a).

(b) Time paid for in the nature of arbitraries, extra or special allowances (this including but not limited to—1. deadhead allowances, 2. called and not used, 3. time held at other than home terminal, 4. attending court for inquest [witness service] at the request of the company, 5. vacations, etc.) will not be used for the purpose of calculating overtime pay under this Rule 5. No rule or combination of agreement rules will be so applied as to require payment of more than time and one-half for time actually worked in excess of 240 hours in any calendar month.

(c) It is recognized that the company has the continuing right to arrange and rearrange assignments or runs as may be necessary at any time to avoid the punitive payment provided in (a) of this rule.

Rule 6. Deadheading. Employees deadheading under instructions of the company other than incident to attending court or appearing as a witness for the company at investigations shall receive credit for all hours consumed in deadheading computed from time required to report until they arrive at deadhead destination. Credited deadheading shall be counted as service hours. Deadheading in the exercise of seniority or resulting from the exercise of seniority shall not be paid for.

Rule 7. Additional Pay When Used on Layover or Relief Days. A regularly assigned employee required to perform service on specified layover or relief day shall be compensated therefor in addition to all other earnings for the month.

Rule 8. Called and Not Used. An employee called and reporting for service and not used shall be

credited with a minimum of 3 hours and shall not lose his turn if on the extra board.

Rule 9. Attending Court. (a) An employe required by the management to appear as a witness in court proceedings or as a witness at an investigation in which he is not involved shall receive credit of 8 hours for each 24 hour period and actual time up to 8 hours for less than a 24 hour period while so engaged, and, in addition, necessary actual expenses.

(b) An employe held off his regular assignment to attend court or investigation as witness for the company will be allowed what he would have earned had he remained on his assignment, and if used on layover day will be compensated in accordance with Section (a) of this rule.

(c) Any fee or mileage accruing will be assigned to the company.

Rule 10. Seniority Date. Seniority begins on the day the employe's pay starts, subject to the provisions of Rule 11. Where the pay of two or more employes starts the same day, the employing officer shall designate the order in which the names of such employes shall appear on the seniority roster.

Rule 11. Period of Probation. Applicants for employment who enter the service shall be accepted or rejected within 90 days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employe, unless it should later develop that he gave false information on his application for employment, in which event he will not be dismissed without regular investigation, if he so requests.

Rule 12. Seniority Districts. (a) Seniority districts will be as follows:

1. Eastern District
2. South-Central District
3. Northwestern District

(b) Chair car attendants may be assigned to work on more than one seniority district, and, where practicable, such assignments will be manned by chair car attendants holding rights on such districts in proportion to the hourage accruing on each seniority district, unless otherwise agreed to.

(c) Employees covered by this agreement may be used to man trains operated over connecting lines, and employees of connecting lines may be used to man trains operated over this railroad.

Rule 13. Seniority Rosters. (a) Seniority rosters will be prepared for each seniority district, showing name and seniority date of employees, numbered in chronological order. Seniority rosters will be brought up to date as of January 1st of each year and posted at places accessible to employees affected, and copy furnished local representative of the organization on the seniority district.

(b) Seniority rosters will, prior to posting, be officially approved by the International Vice President and General Manager. Seniority dates of employees as shown on seniority roster will not be subject to further protest, except that rosters will be open for correction of errors for a period of 60 days from date of posting. Upon presentation of proof of error, correction will be made by agreement between the International Vice President and General Manager, and seniority dates established by such agreement will not be subject to further protest.

Rule 14. Continuity of Seniority. No deductions shall be made from the seniority of employees coming within the scope of this agreement for time spent on authorized leave of absence, furlough or sickness.

Rule 15. Official or Supervisory Positions. Employees elected or appointed to official positions in the organization or promoted to a supervisory position with the company shall retain and continue to accumulate seniority in the seniority district from which promoted during the time employed in such official or supervisory position. Upon returning to service covered by this agreement, displacement rights must be exercised as provided in Rule 17.

Rule 16. Reduction in Forces. (a) In reducing forces, seniority shall prevail in determining those to be retained in the service.

(b) When forces are increased, those furloughed shall be returned to the service in the order of their seniority provided they have filed their names and addresses with the officer notifying them of reduction in force. Employees failing to file address as herein provided, or failing to return to service

within seven days after being notified (by registered mail sent to the last address) or give satisfactory reason for not doing so, will forfeit seniority.

Rule 17. Rights of Displaced Employees. An employe who loses his run through no fault of his own may apply for and shall have the right, in accordance with the provisions of Rule 19, to displace on any other assignment where his seniority is greater than that of the junior employe in the assignment who shall be the one displaced. The right to apply for another assignment must be exercised within 20 days from the date of displacement, except that in case of leave of absence the 20 days shall date from the date on which the employe returns to work.

Rule 18. Transfer of Employees. (a) Upon written request and with approval of Superintendent involved, an employe may transfer from one seniority district to another, establishing seniority date in the district to which transferred as of the date of approval of the transfer. An employe so transferred will relinquish seniority in the district from which transferred. Names of employes permanently transferred from one seniority district to another shall be promptly posted for 30 days in the seniority district from which transferred.

(b) Employes accepting temporary transfer to another seniority district shall retain and continue to accumulate seniority in the district from which transferred but will not establish seniority in the district to which temporarily transferred.

Rule 19. Seniority, Fitness and Ability. Assignment 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.

Rule 20. Bulletining Runs. New runs and permanent vacancies, also temporary vacancies known to be of more than 30 days' duration shall be bulletined for a period of ten days. Employes desiring such runs shall file application with the designated official within the prescribed ten day period and assignments shall be made within five days thereafter. Name of employe assigned by bulletin shall be promptly posted in the seniority district in which the run or vacancy was bulletined. In the event no

applications are received, the junior extra man of the district will be assigned.

Rule 21. Bulletining Changed Runs. When the terminal of an assignment is changed, or layover at the home terminal is changed more than two hours, the assignment will be bulletined as provided in Rule 20.

Rule 22. Schedule of Assignments. Schedules of regular assignments, including layovers at each terminal, shall be prescribed by the company and posted at places accessible to those affected or concerned.

Rule 23. Calling. At terminals, employes residing within $1\frac{1}{2}$ miles of the place required to report will be called by call boy or by telephone; if residing outside of the $1\frac{1}{2}$ mile zone, they will be called by telephone.

Rule 24. Failure to Report. An employe who is unable to report for duty will notify his superior officer as much in advance of the reporting time as possible. If not possible to so notify superior officer in advance of time required to report for duty, satisfactory reason therefor must be given in writing.

Rule 25. Extra Boards. (a) Where extra boards are maintained, extra employes will run first in first out. In event two or more extra employes arrive at the same time, they shall be placed on the extra board in the order of their seniority.

(b) Prompt consideration will be given to written request from the local representative of the organization that the number of employes on the extra board be increased or decreased.

(c) The names of employes carried on the extra board shall be posted in a place accessible to all employes concerned.

Rule 26. Notification of Disallowed Time. When time claimed on time slip by an employe is not allowed, he will be promptly notified and given reasons therefor.

Rule 27. Discipline, Time Claims and Grievances.

PART I

DISCIPLINE

(a) Except as provided in Rule 11 of this agreement and section (c) of this rule, an employe will not be disciplined or dismissed without a fair hearing. Suspension where deemed necessary by the supervising officer pending hearing will not be considered a violation of this principle.

(b) Hearing will be held as promptly as possible and within 7 days from the date the charge is made against the employe or the employe is withheld from service, and at least 24 hours prior to the time fixed for the hearing the employe will be apprised of the precise charge.

Hearings may be postponed by mutual consent. The party desiring the postponement should make timely request on the other party.

Decision will be rendered in writing within 10 days from the date the hearing is concluded.

(c) Any employe who refuses or fails to appear at the hearing and makes no effort to secure postponement automatically terminates his employment relation with the company.

(d) The employe shall have the right to be represented at the hearing by a representative of his choice. The employe and his representative will have the right to interrogate all witnesses produced by the company. If the employe desires to have witnesses present at the hearing, the employe shall have the right, at his expense, to bring to the hearing such witnesses. The company shall have the right to interrogate witnesses produced by the employe.

(e) The local representative of the organization will, upon request, be furnished copy of transcript of investigation.

(f) An employe dissatisfied with the decision rendered may appeal his case to succeeding higher officers of the company to and including the General Manager of the district on which employed, or the Manager of the Dining Car and Hotel Department, in the case of employes of that department. Appeals must be made in writing within 15 days of

date of decision appealed. Conference on appeals, if requested, will be granted within 10 days after receipt of written request and decision in writing rendered within 10 days from date of conclusion of conference. If conference is not requested, decision in writing will be rendered within 10 days from the date appeal is received.

If the charge against the employe is not sustained, the employe's record will be cleared of the charge, and if suspended or dismissed, the employe will be reinstated and compensated for the wage loss, if any, suffered by him. Such compensation will be the amount he would have earned, less compensation received in other employment.

If the charge is sustained, the employe will not be compensated.

(g) If no appeal is made in writing to succeeding officer, as provided in this rule, within 15 days of decision appealed, the claim or grievance shall be barred and will be deemed to have been abandoned.

(h) Decision of the General Manager or Manager of the Dining Car and Hotel Department will be final and the claim or grievance shall be barred and shall be deemed to have been abandoned unless, within 60 days of the date of decision by said General Manager or Manager of the Dining Car and Hotel Department, proceedings are instituted before a tribunal of competent jurisdiction established by law or agreement to secure a determination or adjudication of the rights of the parties.

PART II

TIME CLAIMS AND OTHER GRIEVANCES

(i) An employe who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as hereinabove provided.

(j) Time claims not presented within 120 days from the date of the occurrence on which the claim is based will be barred and will be deemed to have been abandoned. The provisions of sections (f), (g), and (h) of this rule apply in the handling and disposition of time claims presented within 120 days of the date of the occurrence and disallowed.

Rule 23. Leave of Absence. (a) Employes may be granted leave of absence when they can be spared without interference to the service but not to exceed

90 days (except in cases of sickness or committee work) unless approved by the superintendent and local representative of the organization.

(b) Employees on leave of absence who fail, without reasonable excuse, to report for duty at the expiration thereof, will be considered out of service and forfeit seniority.

(c) An employee desiring to return from leave of absence before the expiration thereof must give at least 36 hours advance notice before making displacement.

Rule 29. Committeemen. Employees acting as committeemen representing employees covered by the provisions of this agreement will, upon request, be granted necessary time off and shall retain their seniority rights unimpaired during the time so occupied and will be furnished transportation on the Union Pacific Railroad.

Rule 30. Vacations. (a) Effective with the calendar year 1946, an annual vacation of 6 consecutive work days with pay, or pay in lieu thereof, will be granted to each employee covered by this agreement who renders compensated service under the schedule agreement between the parties hereto on not less than 160 days during the preceding calendar year.

(b) Effective with the calendar year 1946, an annual vacation of 12 consecutive work days with pay, or pay in lieu thereof, will be granted to each employee covered by this agreement who renders compensated service under the schedule agreement between the parties hereto on not less than 160 days during the preceding calendar year and who has 5 or more years of continuous service as chair car attendant, and who, during such period of continuous service, renders compensated service on not less than 160 days in each of 5 of such years not necessarily consecutive.

(c) In determining the qualifying service of 160 days, each 8 hours of work performed shall be considered as one day.

(d) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

(e) Vacations may be taken from January 1st to December 31st and due regard consistent with re-

quirements of service shall be given to the desires and preferences of the employes in seniority order when fixing the dates for their vacations. Representatives of the carrier and of the employes will cooperate in assigning vacation dates.

(f) Each employe who is entitled to 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 employe so affected is given as much advance notice as practicable.

(g) If the carrier finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance hereinafter provided.

(h) Vacation allowance, or allowance in lieu thereof, for an employe entitled to six days' vacation shall be an amount equal to the pay for 48 hours at the straight time hourly basic rate of last service performed. For an employe entitled to 12 days' vacation, the allowance shall be an amount equal to the pay for 96 hours at the straight time hourly basic rate of last service performed.

(i) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

(j) No vacation with pay or payment in lieu thereof will be due an employe whose employment relation with a carrier as chair car attendant has terminated prior to the taking of his vacation, except that employes retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

(k) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

(l) An employe relieving vacationing employe will be paid the rate applicable in schedule agreement. On assignments where monthly guarantee

applies and where the vacationing employe is allowed the monthly guarantee, the employe relieving the vacationing employe shall not participate in the hours allowed to make up the monthly guarantee. Vacation days taken shall be credited against monthly guarantee on the basis of 8 hours each.

(m) The absence of an employe on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Rule 31. Representation. Brotherhood of Sleeping Car Porters referred to in this agreement as the "organization" shall represent all employes covered by this agreement in the making of agreements concerning rates of pay, rules and working conditions and interpretations thereof generally applicable to said employes, and shall have the right to initiate claims alleging violation of the agreement.

Rule 32. Shut Down or Suspension of Work. While questions in dispute are pending, there shall be neither a shut down by the company nor suspension of work by the employes.

Rule 33. Held for Service. (a) Employes at points away from home terminal required to report for duty more than four hours after scheduled reporting time will be compensated on minute basis after expiration of such four hour period, with maximum of 8 hours for each 24 hour period.

(b) An employe in unassigned service held for more than 16 hours at any away from home point shall, after expiration of such period of 16 hours, receive credit for the first 8 hours of each 24 hour period following expiration of the 16 hour period or the portion of any such 8 hour period that he is so held.

Rule 34. Termination. This agreement shall be effective October 16, 1946 and shall supersede all agreements governing rates of pay, rules and working conditions heretofore made for the employes involved herein, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act.

Dated at Omaha, Nebraska, September 30, 1946.

For Union Pacific Railroad Company:

H. H. LARSON

General Manager, Eastern District

F. C. PAULSEN

General Manager, South-Central District

L. A. COLLINS

General Manager, Northwestern District

H. A. HANSEN

Manager, Dining Car and Hotel Dept.

For the Employees:

A. PHILIP RANDOLPH

International President, Brotherhood of
Sleeping Car Porters

northern california
CENTER
FOR AFRO
AMERICAN
HISTORY
AND LIFE

ARCHIVES
COLLECTION