

## SUPPLEMENTAL AGREEMENT

This agreement made this 8th day of June, 1964, by and between the Atlantic Coast Line Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters:

IT IS AGREED that effective July 1, 1964:

Rule 2, Rates of Pay, shall be revised to read as follows:

Employees mentioned in Rule 1 will be paid, effective July 1, 1964, as follows:

<u>Class of Service</u>	<u>Basic Monthly Rate</u>	<u>12-31-68</u>
Train Porters	\$425.28	- 472.26
Mail Porters	438.64	- 485.62
Chair Car Attendants	416.68	- 463.66

Pro-rata hourly rates of pay shall be determined as follows:

Effective July 1, 1964, divide monthly rate by 195  
Effective January 1, 1965, divide monthly rate by 185  
Effective July 1, 1965, divide monthly rate by 180  
Effective January 1, 1966, divide monthly rate by 174

Rule 3 (a) 1, Basic Month - Train Porters, shall be amended as follows:

For the figures "\$436.33" and "204," respectively, wherever appearing in this rule, the following shall be substituted:

Effective July 1, 1964 -	\$425.28 - 195
Effective January 1, 1965 -	425.28 - 185
Effective July 1, 1965 -	425.28 - 180
Effective January 1, 1966 -	425.28 - 174

There shall be deleted the words: "as specified in the Addenda affixed to this agreement."

Rule 3 (b) 1, Mail Porters and Chair Car Attendants:

Rule 3 (d):

These rules are amended as follows:

$\begin{array}{r} 438.64 \\ 15.66 \\ \hline 454.30 \\ 15.66 \\ \hline 469.96 \\ 15.66 \\ \hline 485.62 \end{array}$	$\begin{array}{r} 416.68 \\ 15.66 \\ \hline 432.34 \\ 15.66 \\ \hline 448.00 \\ 15.66 \\ \hline 463.66 \end{array}$	$\begin{array}{r} 472.26 \\ 5 \\ \hline 236130 \\ 495.87 \\ 2 \\ \hline 991.74 \\ 247.93 \\ \hline 1239.67 \end{array}$	$\begin{array}{r} 425.28 \\ 15.66 \\ \hline 440.94 \\ 15.66 \\ \hline 456.60 \\ 15.66 \\ \hline 472.26 \\ 23.01 \\ \hline 495.87 \end{array}$	$\begin{array}{r} 495.87 \\ 12.48 \\ \hline 508.27 \end{array}$
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For the phrases "204," "two hundred and five (205)," and "two hundred and forty (240)," wherever appearing in these rules, the following shall be substituted:

	<u>For 204 or 205</u>	<u>For 240</u>
Effective July 1, 1964 -	"195"	"205"
Effective January 1, 1965 -	"185"	"195"
Effective July 1, 1965 -	"180"	"190"
Effective January 1, 1966 -	"174"	"184"

Rule 8, Extra Work, shall be amended by addition of the following paragraph (c):

"It is recognized that the management has the right to discontinue using an extra Train Porter, Mail Porter or Chair Car Attendant when he has made 195, 185, 180 or 174 hours in any calendar month, according to the period outlined in Rule 3 (a) 1, and Rule 3 (b) 1 hereof, to avoid overtime payment. An extra employee who, in a calendar month, has accumulated in excess of the number of hours comprehended in the basic month 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."

Rule 3 (d):

Rule 11, Held Away From Extra Board Point:

Rule 17, Employees Attending Court:

shall be amended as follows:

For the words "eight (8) hours," appearing in these rules, the following shall be substituted to conform to the reduction in monthly hours:

Effective July 1, 1964 -	factor of 6.5 hours
Effective January 1, 1965 -	factor of 6.1 hours
Effective July 1, 1965 -	factor of 6.0 hours
Effective January 1, 1966 -	factor of 5.8 hours

Rule 20, Vacations, is changed to read as follows:

"In determining the days of qualifying service, the number of hours in the periods set out below shall be considered as one day:

During the period:

July 1, 1964, through December 31, 1964 -	7.61 hours
January 1, 1965, through June 30, 1965 -	7.22 hours
July 1, 1965, through December 31, 1965 -	7.02 hours
Effective January 1, 1966, and thereafter -	6.79 hours



"Vacation allowance, or payment in lieu thereof, for an employee entitled to 6 days, 12 days, or 18 days' vacation, shall be an amount equal to the pay for the following number of hours at the straight time hourly rate of last service performed during the periods set out below:

<u>During the period:</u>	<u>6 days</u>	<u>12 days</u>	<u>18 days</u>
July 1, 1964, through December 31, 1964 -	46 hours	91 hours	137 hours
January 1, 1965, through June 30, 1965 -	43 hours	86 hours	130 hours
July 1, 1965, through December 31, 1965 -	42 hours	84 hours	126 hours
January 1, 1966, and thereafter -	40 hours	80 hours	120 hours"

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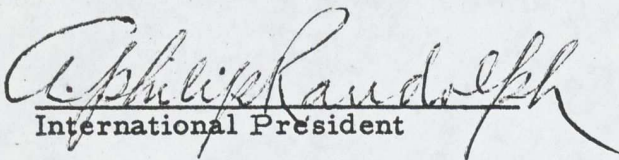
It is agreed that when making the reduction in hours on the effective dates outlined herein, assignments then in effect may be rearranged to accomplish the reduction in hours and while such rearranged assignments will not be bulletined for bid, employees will be advised of the rearranged assignments.

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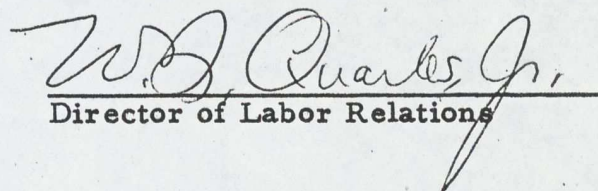
This agreement is in settlement of the requests set forth in notice served on the Carrier by the Brotherhood of Sleeping Car Porters on January 21, 1964. This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding that no notices will be served by either party prior to December 1, 1965, to change the rates of pay resulting from revision in Rule 2 of the agreement effective July 1, 1964.

Signed at Jacksonville, Florida, this 8th day of June, 1964.

FOR THE EMPLOYEES:

  
Philip Randolph  
International President

FOR THE COMPANY:

  
W.B. Quarks Jr.  
Director of Labor Relations



MEDIATION AGREEMENT

This agreement made this 27th day of September, 1965, 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:

In full and complete settlement of notice served by the employees on May 25, 1964, with the exception of that part of the notice relating to Stabilization of Employment, which issue remains unsettled, it is agreed that:

Article I - Vacations.

1. Effective January 1, 1965, Rule 20 of the agreement dated July 1, 1957, as amended in agreements dated January 16, 1961, June 8, 1962, and June 8, 1964, is amended to provide as follows:

(k) A vacation of twenty-four (24) consecutive days with pay will be allowed in 1965 (and thereafter to employees similarly employed during similar calendar years) to each employee who has twenty (20) 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 twenty-four (24) days' vacation in the same manner as employees now qualify for twelve (12) days' vacation and the twenty-four (24) days' vacation and payment therefor shall be granted in the same manner as now granted for a twelve (12) days' vacation.

Article II - Hospital, surgical, medical benefits and  
group life insurance.

(a) In addition to payments presently made under Article V of National Agreement of August 19, 1960, Carrier will pay to The Travelers Insurance Company, for each month of the calendar years 1966, 1967 and through February of 1968, \$3.40 (less one per cent for railroad costs) per month per "Qualifying Employee" as defined in said agreement of August 19, 1960. The Carrier will also absorb the cost of providing group life insurance in the amount of \$2,000 for retired "Qualifying Employees" retiring on or after March 1, 1964, and for four years thereafter.



(b) The Carrier will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the agreement of January 18, 1955, as amended, to make effective the foregoing paragraph (a) of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a "Qualified Employee," payments to the insurer, and eligibility for benefits.

Article III - Holiday pay.

Effective September 1, 1965, the monthly rates of employees represented by the Brotherhood of Sleeping Car Porters shall be adjusted by adding the equivalent of 8 days' pay, calculated by dividing the annual compensation (the monthly rate multiplied by 12) by 365 to determine the appropriate daily rate, to their annual compensation, as defined above, and this sum shall be divided by 12 in order to establish the new monthly rate. Neither party to this Agreement shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this Article III to become effective prior to January 1, 1967.

Signed at Jacksonville, Florida, this 27th day of September, 1965.

FOR THE EMPLOYEES:

FOR THE CARRIER:

Philip Randolph  
International President, Brotherhood of Sleeping Car Porters

W.D. Beales, Jr.  
Director of Labor Relations, Atlantic Coast Line Railroad Company

WITNESS:

Warren S. Lorie  
Mediator



AGREEMENT  
Between  
ATLANTIC COAST LINE RAILROAD COMPANY  
And Its  
Train Porters, Mail Porters and Chair Car Attendants  
Represented By  
BROTHERHOOD OF SLEEPING CAR PORTERS

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This agreement, made on June 8, 1962, 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, is in full settlement of the notice served by the Brotherhood on September 1, 1961.

Effective February 1, 1962, all hourly and monthly rates of pay will be increased in the amount of four cents (4¢) per hour, applied so as to give effect to this increase irrespective of the method of payment.

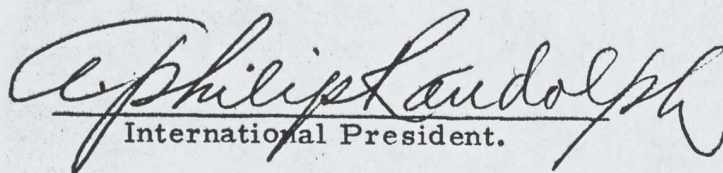
Effective May 1, 1962, all hourly and monthly rates of pay will be increased in the amount of six and twenty-eight hundredths cents (6.28¢) per hour, applied so as to give effect to this increase irrespective of the method of payment.

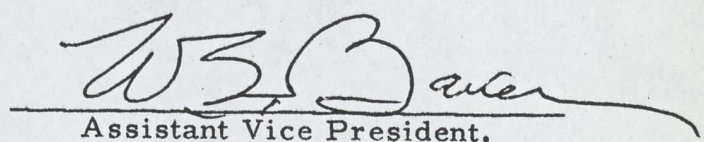
It is agreed that no notice will be served to change rates of pay to become effective before May 1, 1963.

Signed at Jacksonville, Florida, this 8th day of June, 1962.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS

FOR THE ATLANTIC COAST LINE  
RAILROAD COMPANY

  
International President.

  
Assistant Vice President.



SUPPLEMENTAL  
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

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In full and complete settlement of notices served by the Employees on September 1, 1961, and May 4, 1962, it is agreed that, effective July 1, 1962:

Rule 2, Rates of Pay, shall be revised to read as follows:

Employees mentioned in Rule 1 will be paid, effective July 1, 1962, as follows:

<u>Class of Service</u>	<u>Basic Monthly Rate</u>	<u>Straight Time Per Hour</u>
Train Porters	\$436.33	\$2.139
Mail Porters	449.69	2.194
Chair Car Attendants	427.73	2.086

Rule 3(a) 1, Basic Month - Train Porters, shall be revised to read as follows:

(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 \$436.33 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. When the assigned number of trips are made and result in a Train Porter working in excess of 204 hours, he shall, upon request therefor, be paid for the excess hourage on the hourly basis, computed by dividing the monthly guarantee by 204 hours.



There shall be added to Rule 3, Basic Month, the following paragraphs:

(c) Days off Duty:

Not less than 96 hours off duty each month, either consecutively or in multiples of 24 hours, shall be allowed each regularly assigned employee at his designated home terminal, except that where no extra employee is available, the regularly assigned employee shall be permitted to remain on the assignment.

(d) Train porters called to make trips on special trains (not including extra sections of regular trains) operated between points for which there is no established trip rate, shall be paid for such special service at the hourly rate (computed by dividing the monthly guarantee by 204 hours), with a minimum of eight (8) hours for the complete trip. If held on duty more than thirty (30) minutes to clean interior of cars operating in special train, employees will be paid, at the hourly rate, for service in excess of thirty (30) minutes. All time paid for shall be credited toward the eight (8) hour minimum.

(e) When the Company is responsible for pay shortages of sixteen (16) hours or more, a supplemental pay check shall be issued to cover such shortage, when requested.

There shall be added to Rule 4, Seniority, the following paragraph:

(1) 1. Unassigned Train and Mail Porters who desire to be considered for positions as Attendants will so notify the 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 train and mail porters desiring to be considered for vacancies as 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 November 1 of each year.

2. In offering Attendants' vacancies to unassigned Train and Mail Porters, as provided hereinafter, offer shall be made only to those who, in the judgment of the Superintendent Dining Cars, present the proper appearance, are physically capable, and can within a reasonable time qualify as Attendants. Those failing to qualify will be promptly released.



3. When there are vacancies as Attendants which cannot be filled from the Attendants' roster, the Superintendent Dining Cars will offer such vacancies to unassigned Train and Mail Porters 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 EL 3-2011, 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 Train or Mail Porter whose name appears on the General Chairman's list, and who has not meanwhile obtained assignment as Train or Mail Porter, does not accept temporary employment as 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 train or mail porter refusing, failing to respond or report for such temporary employment will not again be offered employment as Attendant. When all names on the most recent list have been exhausted, new employees may be hired to fill vacancies as Chair Car Attendants.

4. Unassigned Train and Mail Porters used to protect extra Attendants' work will be used in accordance with the provisions of Rule 8.

5. Unassigned Train and Mail Porters who accept temporary employment as Attendants shall retain their Train and/or Mail Porter seniority, but shall not establish seniority as Attendants until they have rendered all service required of them by the Company during a period of three (3) consecutive months, at the expiration of which time they shall be given seniority dating from the beginning of the three-months' period. Any train or mail porter who accepts an Attendant vacancy will be expected to protect such vacancy until he is displaced, released, or is the successful bidder on his home district on a vacancy arising under the provisions of Rule 4 of the Agreement. A vacancy arising under the provisions of Rule 8 shall not constitute a privilege to return to home district.



6. Train and Mail Porters who establish seniority as 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(s) shall be forfeited. It is understood that an employe forfeiting his Attendant's seniority shall retain his Train and Mail Porter seniority, and an employe electing to retain his Attendant's seniority shall forfeit his Train and Mail Porter's seniority.

There shall be added to Rule 5, Promotion or Reduction, the following paragraph:

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

Rule 7, Operation of Chair Car Attendants, shall be revised to read as follows:

(a) 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.

(b) Chair Car Attendants on assignments that require overnight trips will be released from duty for not less than three (3) hours and not more than eight (8) hours between the hours of 9:00 p.m. and 6:30 a.m. When released, Attendants will be provided with a suitable place for sleeping, such as a berth in a dormitory car. When not released, they will be allowed compensation at pro-rata rate.

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



Rule 8, Extra Work, shall be revised to read as follows:

(a) At points where extra lists are maintained, employees will be called "first in--first out" for extra work originating at those points, except:

Chair Car Attendants - 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 employee may claim such run.

Train & Mail Porters - Where vacancy on a regular run is known to be open thirty (30) days or more, the senior employee may claim such run.

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

Rule 12, Reduction of Forces, shall be revised to read as follows:

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



There shall be added to Rule 15, Discipline, Grievances and Investigation, the following paragraph:

(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 17, Employees Attending Court, shall be revised to read as follows:

Regularly assigned employees attending court, by direction of an official of the Company, will be paid actual time lost for each day so used, with a minimum of eight (8) hours when used on layover day. When such employees miss their regular assignment by reason of attending court, they may be used for extra work, if needed, pending their return to their regular assignment, and any time so earned will be deducted from time lost. Extra men will be allowed 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.

Paragraphs (a) and (b) of Rule 19, Leave of Absence, are revised to read as follows:

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



(b) An employe detained from work on account of sickness or for any other good reason, shall notify the employing officer at least three (3) hours before the reporting time for his next assignment, and shall keep him informed regarding the probable length of absence. Employes off duty account of personal sickness or injury will not be required to secure leave of absence to protect their seniority, but may be required to furnish proof of disability. If sickness extends beyond thirty (30) days, the employe may be required to furnish proof thereof each thirty (30) days.

There shall be added to Rule 20, Vacations, the following paragraph:

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

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

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

3. Employes 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 12-day period and one 6-day period, or vice versa.

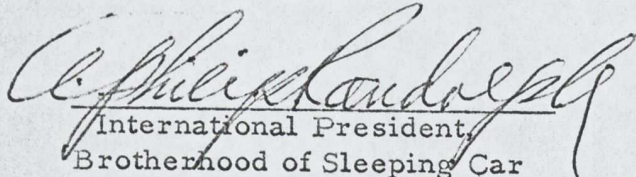
4. The date upon which the employe begins the first portion of the split vacation will be used in determining his continuous service and the number of days' vacation which he is due.



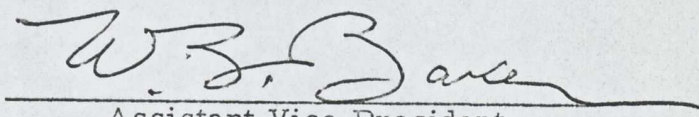
5. It is not intended that the Company will assume any additional expense by permitting employees to split vacations.

Signed at Jacksonville, Florida, this Eighth Day of June, 1962.

FOR THE EMPLOYEES:

  
International President,  
Brotherhood of Sleeping Car  
Porters.

FOR THE COMPANY:

  
Assistant Vice President,  
Atlantic Coast Line Railroad Company.



# ADDENDA

## Basic Trip Rates of Pay for Train Porters

Effective July 1, 1962

Based on Basic Monthly Guarantee of \$436.33

Between	No. of Trips on which rate based	Basic Trip Rate
Richmond-Florence	20	\$21.82 one way
Richmond-Wilmington	30	14.54 one way
Richmond-Fayetteville	30	14.54 one way
Richmond-Rocky Mount	60	7.27 one way
Richmond-Petersburg	30	14.54 for two complete round trips
Richmond-Petersburg	24	18.18 for three complete round trips
Rocky Mount-Florence	30	14.54 one way
Rocky Mount-Wilmington	42	10.39 one way
Wilmington-Augusta	20	21.82 one way
Wilmington-Florence	60	7.27 one way
Florence-Augusta	30	14.54 one way
Florence-Savannah	30	14.54 one way
Florence-Charleston	60	7.27 one way
Savannah-Jacksonville (via JSL)	40	10.91 one way
Savannah-Jacksonville (via Waycross)	30	14.54 one way
Savannah-Thomasville	30	14.54 one way
Savannah-Waycross	60	7.27 one way
Waycross-Thomasville	60	7.27 one way
Waycross-Jacksonville	60	7.27 one way
Montgomery-Thomasville	30	14.54 one way
Albany-Jacksonville	30	14.54 one way
Albany-Waycross	60	7.27 one way
Albany-Tampa or St. Petersburg	20	21.82 one way
Jacksonville-Tampa	24	18.18 one way
Jacksonville-Lakeland	30	14.54 one way
Jacksonville-St. Petersburg	20	21.82 one way
Jacksonville-Sarasota	20	21.82 one way
Tampa-Ft. Myers	60	7.27 one way
Tampa-Sarasota	60	7.27 one way
Lakeland-Naples	48	9.09 one way



Jacksonville, Florida, January 10, 1961..

Railroad Committees on Medical and Hospital Insurance,  
% Mr. W. L. Burner, Jr., Manager,  
Bureau of Information of Southeastern Railways,  
439 Investment Building,  
Washington 5, D. C.

Mr. G. E. Leighty, Chairman,  
Employees' National Conference Committee,  
Cooperating Railway Labor Organizations,  
3860 Lindell Blvd.,  
St. Louis 8, Missouri.

Gentlemen:

The Atlantic Coast Line Railroad Company and its non-operating employees, represented by the organizations signatory hereto, hereby request that the railroad and its employees, represented by such organizations, be included under The Travelers Insurance Company's Group Policy Contract No. GA-23000 as to hospital, medical and surgical benefits, to become effective March 1, 1961.

A copy of the agreement dated January 10, 1961, between the Atlantic Coast Line Railroad Company and its non-operating employees represented by the organizations signatory hereto, agreeing upon such coverage, is attached hereto.

Effective December 31, 1959, the Charleston & Western Carolina Railway Company was merged into the Atlantic Coast Line Railroad Company and ceased to exist as a separate entity. The non-operating employees of the former Charleston & Western Carolina Railway Company, represented by the organizations signatory hereto, will be included within the coverage hereby requested under The Travelers Insurance Company's Group Policy Contract No. GA-23000.

FOR THE EMPLOYEES:

*A. L. Brown*  
General Chairman, Brotherhood of  
Railway and Steamship Clerks, Freight  
Handlers, Express and Station Employees.

FOR THE COMPANY:

*W. L. Burner*  
Assistant Vice President.  
Atlantic Coast Line Railroad Company.



*B. W. Clegg*

General Chairman, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (former Charleston & Western Carolina Railway).

*H. H. Taylor*

General Chairman, International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.

*W. M. Mathew*

General Chairman, The Order of Railroad Telegraphers.

*James McLaughlin*

General Chairman, International Brotherhood of Electrical Workers.

*L. E. Perry*

General Chairman, American Train Dispatchers Association.

*J. J. Had*

General Chairman, Brotherhood of Railway Carmen of America.

*R. D. Cannon*

General Chairman, Brotherhood of Railroad Signalmen.

*Ray A. Meeks*

President, System Federations No. 42 & 60, Railway Employees' Department, AFL-CIO.

*H. W. Moore*

General Chairman, Brotherhood of Maintenance of Way Employees.

*R. L. Lammie*

Secretary, System Federations No. 42 & 60, Railway Employees' Department, AFL-CIO.

*Ray A. Meeks*

General Chairman, International Association of Machinists.

*F. C. Lindsay*

General Chairman, Dining Car Employees Union.

*J. B. Steadman*

General Chairman, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers.

*B. F. McLaughlin*

Eastern Zone Supervisor, Brotherhood of Sleeping Car Porters.

*R. L. Lammie*

General Chairman, Sheet Metal Workers' International Association.



AGREEMENT  
Between  
ATLANTIC COAST LINE RAILROAD COMPANY  
And  
Its Employees Represented By The  
BROTHERHOOD OF SLEEPING CAR PORTERS

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This agreement made on December 12, 1960, between the Atlantic Coast Line Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters is in full settlement of the notices served by the Brotherhood on June 12, 1959, and September 8, 1959, and the Carrier's notices served on the Brotherhood on June 17, 1959, and September 24, 1959.

1. (a) The cost-of-living adjustments in effect May 1, 1960 (17¢ per hour), shall be included in and made a part of the then existing basic rates of pay.  
  
(b) The cost-of-living adjustment provisions in the existing agreements are hereby cancelled.
2. Effective July 1, 1960, all hourly and monthly rates of pay will be increased in the amount of five cents (5¢) per hour applied so as to give effect to this increase irrespective of the method of payment.
3. That portion of the Brotherhood's notice of June 12, 1959, with respect to paid holidays is hereby withdrawn, and disposition of the remainder of such notice, relating to vacations, will be held in abeyance pending the outcome of further negotiations between the Hotel and Restaurant Dining Car Employees' Union, represented by the Employees' Conference Committee, and the Carriers' Conference Committee, as outlined in Article VII of the agreement signed August 19, 1960, by these Conference Committees.
4. The hospital, surgical and medical benefits and group life insurance, as outlined in Article V of the above referred to agreement dated August 19, 1960, is hereby adopted to apply to the employees represented by the Brotherhood of Sleeping Car Porters, effective March 1, 1961.
5. It is agreed that no notice will be served to change the rates of pay to become effective before November 1, 1961.



- Page 2 -

Agreement Between Atlantic Coast Line Railroad Company and Its Employees  
Represented by the Brotherhood of Sleeping Car Porters

Signed at Jacksonville, Florida, this 12th day of December, 1960.

FOR THE BROTHERHOOD OF SLEEPING  
CAR PORTERS

FOR THE ATLANTIC COAST LINE  
RAILROAD COMPANY

  
International President.

  
Assistant Vice President.







AGREEMENT  
Between  
SEABOARD COAST LINE RAILROAD COMPANY  
And its  
CHAIR CAR AND COACH ATTENDANTS  
Represented By  
Joint Council Dining Car Employees' Hotel and Restaurant  
Employees International Alliance,  
Bartenders' International League of America,  
Local 495  
on Former Seaboard Air Line Railroad Company  
and by  
Brotherhood of Sleeping Car Porters  
on Former Atlantic Coast Line Railroad Company

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In advance of negotiations seeking to effectuate a new working agreement covering chair car attendants of the merged Company, and pending determination by the National Mediation Board of the representation of such employees, it is agreed that effective April 1, 1968, existing seniority rosters of the two former separate companies shall be merged on a dovetailed basis and thereafter employees shall be permitted to place themselves, under the provisions of the applicable agreements, on the basis of their seniority as shown on the merged roster. It is further agreed that employees having a former SAL identity shall continue to be governed by the existing SAL agreement covering coach attendants (represented by Local 495) and those having a former ACL identity shall continue to be governed by the existing ACL agreement covering chair car attendants (represented by BSCP) until such time as all employees of that craft or class are covered by an agreement yet to be negotiated with the merged Company.

Attached as Exhibit "A" is the merged roster which is recognized by the parties signatory hereto as correctly reflecting the dovetailing of existing seniority dates as currently shown on existing separate rosters. However, the right to protest such merged roster, as established by the applicable agreements, shall be extended July 1, 1968.

Signed at Jacksonville, Florida, this 28th day of March, 1968.

FOR THE EMPLOYEES REPRESENTED  
BY LOCAL NO. 495

J. C. Lindsey  
General Chairman

FOR THE COMPANY

S. M. Duffer  
Director of Personnel

FOR THE EMPLOYEES REPRESENTED  
BY BROTHERHOOD OF SLEEPING CAR  
PORTERS

Benjamin L. McLaughlin  
Eastern Zone Supervisor



Between  
SEABOARD COAST LINE RAILROAD COMPANY  
and its

\* \* \* \* \*

*S. M. Duffer*  
Director of Personnel  
Seaboard Coast Line Railroad Company



4/15/53

G-92

MEMORANDUM AGREEMENT

between

SEABOARD AIR LINE RAILROAD COMPANY

and its employees  
represented by

BROTHERHOOD OF SLEEPING CAR PORTERS

-o-o-o-o-o-o-o-o-o:0:o-o-o-o-o-o-o-o-o-

Pursuant to the above mentioned employees' request of March 23, 1953, made by their representatives, for an increase of four (4) cents per hour in the basic rate of pay;

IT IS AGREED:

1. That existing hourly rates of pay in effect as of November 30, 1952, will be increased by the addition thereto of four (4) cents per hour and the existing basic monthly rate of pay in effect November 30, 1952 will be increased by the addition thereto of the equivalent of four (4) cents per hour, and applied under the terms of the existing agreement revised March 1, 1951, to the basic month of two hundred and five (205) hours (thereby producing eight dollars and twenty cents (\$8.20) increase per month).
2. That this increase in wages will be effective as of December 1, 1952.
3. That this increase is accepted on behalf of the employees, in full settlement of their request of March 23, 1953.

SIGNED AT NORFOLK, VIRGINIA THIS 15TH DAY OF APRIL, 1953.

FOR The Brotherhood of Sleeping  
Car Porters -

*A. Philip Randolph*  
International President  
T.P.

FOR The Seaboard Air Line  
Railroad Company -

*C. A. McRae*  
Director of Personnel.



4/15/53

## A G R E E M E N T

This Agreement made this 15th day of April, 1953, by and between the Seaboard Air Line Railroad Company (hereinafter called the Carrier) and its Train Porters as represented by the Brotherhood of Sleeping Car Porters (hereinafter called the Organization).

### IT IS AGREED:

#### Section 1.

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

#### Section 2.

(a) Employees who retain seniority under the Basic Agreement and who are regularly assigned or transferred to full time employment not covered by such agreement, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees



return to any service covered by the Basic Agreement and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members of the Organization within thirty-five calendar days from date of their return to such service.

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

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

### Section 3.

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

### Section 4.

(a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing in duplicate by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Basic Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organization and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such



notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the Carrier's Director of Personnel. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.



If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Basic Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the Carrier's Director of Personnel the Organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the Director of Personnel or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

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

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

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



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

Section 5.

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

Section 6.

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

If the final determination under Section 4 of this agreement is that an employee's seniority and employment shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 5, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.



#### Section 7.

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

#### Section 8.

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

#### Section 9.

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

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.



Section 10.

This agreement shall become effective on May 1, 1953, and is in full and final settlement of notice served upon the Carrier by the Organization signatory hereto, on or about October 11, 1951. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT NORFOLK, VIRGINIA, THIS 15th DAY OF APRIL, 1953.

FOR THE SEABOARD AIR LINE RAILROAD COMPANY

C. A. McRae  
Director of Personnel

FOR THE EMPLOYEES:

A. Philip Randolph  
International President  
Brotherhood of Sleeping Car Porters



MEMORANDUM OF UNDERSTANDING  
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 that Rule 3 (b) 2, Basic Month, and Rule 8 (c), Extra Work, of the agreement dated July 1, 1957, as amended, shall be revised to read as follows:

Rule 3 (b) 2, Basic Month

"Except as provided in Rule 8 (c), 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 8 (c), Extra Work

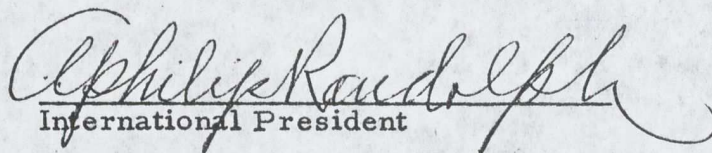
"It is recognized that the management has the right to discontinue using an extra Train Porter, Mail Porter or Chair Car Attendant when he has made 184 hours in any calendar month to avoid overtime payment. All time made in excess of 184 hours in any calendar month shall be compensated at overtime rate. 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."

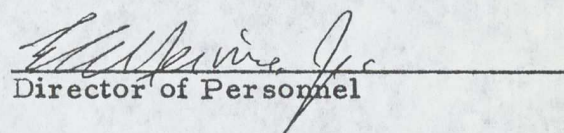
This agreement shall become effective September 16, 1966, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 15th day of September, 1966:

FOR THE EMPLOYEES:

FOR THE COMPANY:

  
Philip Randolph  
International President

  
Director of Personnel