

AGREEMENT

Between

THE PULLMAN COMPANY

and

**PORTERS, ATTENDANTS AND MAIDS
IN THE SERVICE OF THE PULLMAN
COMPANY**

**IN THE UNITED STATES OF AMERICA
AND CANADA**

Represented by the

**BROTHERHOOD OF SLEEPING
CAR PORTERS**

EFFECTIVE OCTOBER 1, 1937

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PREAMBLE

A G R E E M E N T

Between The Pullman Company and the Porters, Attendants and Maids in its service in the United States of America and in Canada represented by the Brotherhood of Sleeping Car Porters.

It is hereby agreed between The Pullman Company and the Porters, Attendants and Maids in its service represented by the Brotherhood of Sleeping Car Porters that the following rules shall govern the rates of pay and working conditions of all employes of The Pullman Company in their performance of service as porters, attendants and maids, and their rights as such.

SCOPE

RULE 1. Scope. This agreement shall apply to all employes of The Pullman Company classified as

- (a) Porters (including porters-in-charge when so designated);
- (b) Attendants (employes assigned to buffet, club, broiler, restaurant and recreation cars who in addition to other duties are held accountable for commissary supplies and equipment on such cars); and
- (c) Maids;

in their performance of service in connection with Pullman sleeping, parlor, buffet, and club cars, and in composite cars which are equipped to provide two or more of such services.

RATES OF PAY

RULE 2. Rates of Pay. The following rates of pay shall be applicable to all employes covered by this agreement:

- (a) **Monthly rates for porter and attendant service—**

Class of Service	Mini- mum	2 to 5 Years	5 to 15 Years	Over 15 Years
Standard Cars...	\$ 89.50	\$ 93.00	\$ 97.00	\$100.50
Private and Tourist Cars....	96.00	99.50	103.50	107.00
Buffet, Club and "Composite" Cars	102.00	105.50	110.00	114.00
Swing.....	98.00	102.50	106.00	110.00

- (b) **Monthly rates for maid service—**

All Cars.....	\$ 87.00	\$ 90.50	\$ 94.00	\$ 97.50
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(c) **Rates of pay for "in-charge" service—**

An employe assigned to "in-charge" service consisting of one (1) car shall be paid at the rate of thirteen dollars fifty cents (\$13.50) per month in addition to his established rate of pay, except that the differential for "in-charge" service on private cars shall be at the rate of twenty dollars (\$20.00) per month.

An employe assigned to run "in-charge" of two (2) or more cars shall be paid the conductor's minimum rate for time actually in such service.

(d) **Rates of pay for training student porters—**

An employe assigned to train student porters in road service shall be paid at the rate of twenty dollars (\$20.00) per month in addition to his established rate of pay.

(e) **Daily and hourly rates of pay—**

The daily rate of pay of an employe shall be determined by dividing his monthly rate by the number of days there are in the current month; his hourly rate, by dividing his monthly rate by two hundred forty (240).

(f) **Applying progressive rates of pay—**

When a leave of absence is granted for a period of more than thirty (30) days, the time in excess of thirty (30) days shall be deducted in the application of progressive rates of pay. Likewise, when an employe is furloughed for a period of more than ninety (90) days, the time in excess of ninety (90) days shall be deducted. Separate periods of leave or furlough shall not be cumulative when service intervenes. An extension of a leave shall be considered as a continuous period.

(g) **Overtime rates of pay—**

Time credited in excess of two hundred forty (240) hours, within a calendar month, shall be paid for as overtime at pro-rata hourly rates up to and including two hundred sixty (260) hours; time in excess of two hundred sixty (260) hours shall be paid for at the rate of time and one-half.

BASIC MONTH

RULE 3. Basic Month. Two hundred forty (240) hours' work, credited to a calendar month as hereinafter provided, shall constitute a basic month's service.

Where a regular assignment is less than two hundred forty (240) hours' work per month, deduction shall not be made from the respective established monthly wage in consequence thereof.

RULE 4. Rest Periods. (a) Where the requirements of the service will permit employes shall be released from duty for rest within the limits provided in paragraph (b) of this rule. Rest periods shall include sleep periods which shall be between the hours of 9:30 p.m. and 6:30 a.m., and shall also include such additional time for rest as may, under the rule, be designated or permitted. The sleep periods shall be three (3) hours on overnight runs of twelve (12) hours or less and four (4) hours each night on runs of over twelve (12) hours. The period of sleep shall be designated as information in the schedules of assignments. During each sleep period the employe shall be provided with a suitable place for sleeping, such as the couch in the men's room, an upper berth or a berth in a dormitory car. The sleep periods specified above and total rest periods tabulated in paragraph (b) of this rule are subject to the exceptions listed in paragraph (c) hereof.

(b) Deductions of time released for rest periods not to exceed the number of hours shown in the following tabulation shall be made from the elapsed time of a trip.

Elapsed time in service	Deductible Hours For Rest Periods
12 hours or less.....	3
Over 12 hours to 16 hours.....	4
Over 16 hours to 24 hours.....	4½
Over 24 hours to 32 hours.....	5
Over 32 hours to 40 hours (1 night enroute).....	5½
Over 32 hours to 40 hours (2 nights enroute).....	9
Over 40 hours to 48 hours (1 night enroute).....	6
Over 40 hours to 48 hours (2 nights enroute).....	10
Over 48 hours to 60 hours (2 nights enroute).....	10
Over 48 hours to 60 hours (3 nights enroute).....	14
Over 60 hours to 72 hours (2 nights enroute).....	10½
Over 60 hours to 72 hours (3 nights enroute).....	14½
Over 72 hours.....	Proportionately

(c) **Exceptions:**

- (1) No rest time shall be deducted for trips not involving overnight service.
- (2) Deductions of time released for rest in an overnight trip shall not be made to an extent which will reduce credited hours to less than eight (8) for the trip.
- (3) It is understood the requirements of the service may not always permit granting sleep periods to the extent provided in this rule, and where sleep is not given on any night to the amount provided in paragraph (a) of this rule, the deductible hours listed in the tabulation in paragraph (b) for the trip involved shall be reduced by the difference between the sleep period provided in paragraph (a) and the time actually released for sleep.

No deduction shall apply to any release for sleep of less than two (2) consecutive hours.

- (4) Extended Special Tours. A maximum of eight (8) hours may be deducted for each 24-hour period of extended special tour service, and proportionate time for less than a 24-hour period, provided the employe is released for rest, which may be granted in one or two night or day periods. Deduction shall be made for the time released up to the maxima established.

Q-1. What is an extended special tour?

A-1. A special service movement 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.

BASIS OF CREDITING DAYS AND HOURS

RULE 5. Crediting Days in Road Service.

In regular assignments, employes working full time shall be credited for each round trip the number of days there are employes in the assignment, as covered by operating schedule.

Q-1. How shall the minimum number of employes to be placed in a regular assignment be determined?

A-1. By dividing the number of hours constituting a round trip by 8. Decimal fractions of .50 or more shall be regarded as one-half.

When the days credited for the last trip in a month extend into the succeeding month, they shall be pro-rated by allowing one day's credit for each calendar day remaining in the month (including day of departure if reporting time on such day is before noon) in which the trip was

started and crediting the balance of the days to the succeeding month.

Example: A porter in a Chicago-Los Angeles assignment requiring 12 men and carrying hourage credit of 95 hours (49' 30" westbound and 45' 30" eastbound) in making a "lap-over" trip on the following schedule—

Report Chicago	8:00 p.m. June 27
Released Los Angeles	7:30 a.m. June 30
Report Los Angeles	8:00 p.m. July 1
Released Chicago	7:30 a.m. July 4

should be credited with 3 days in June and 9 days in July.

An employe (regular or extra) working part time in regular assignment, or on extra-in-line cars operated on the same train, or section thereof, between the same terminals as the regular line car, shall be credited for a round trip the number of days there are employes in the regular assignment, as covered by operating schedule; a complete one-way trip in such service shall carry a credit of one-half of the round trip assignment.

Q-1. How shall an employe making less than a complete one-way trip in a regular assignment be credited?

A-1. On the hourly basis, under the rule for crediting hours in road service.

Time in excess of an average of eight (8) hours a day for the actual days credited in a part-time regular assignment shall be credited on the hourly basis, but such excess may be absorbed during the same month by the undertime hours in a similar assignment.

Example: During the month a porter makes one round trip in each of two regular assignments. One exceeds an average of 8 hours a day for the days credited and the other is an undertime run. The first trip has a credit of 4 days on the day-service basis and an alternative credit of 35 hours; the second trip has a credit of 5 days on the

day-service basis and an alternative credit of 38 hours.

A porter making these two trips accumulates 9 days' credit on the day-service basis and an alternative credit of 73 hours. This employe should be credited on the day-employe should be credited on the day-service basis for 9 days and would have a balance of 1 hour credited on the hourly basis because 2 hours of the excess time on the first trip would be absorbed by the 2 hours undertime on the second trip.

RULE 6. 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 two hundred forty (240) hours within a calendar month, shall constitute a part of the regular assignment.

In regular assignments, where the days credited for the last trip in the month extend into the succeeding month, the service hours in the trip shall be pro-rated by allowing eight (8) hours' credit for each day credited in the month in which the trip was started and crediting the balance of the hours to the succeeding month.

Example: A porter in a Chicago-Los Angeles assignment requiring 12 men and carrying hourage credit of 95 hours (49' 30" westbound and 45' 30" eastbound) in making a "lap-over" trip on the following schedule—

Report Chicago	8:00 p.m. June 27
Released Los Angeles	7:30 a.m. June 30
Report Los Angeles	8:00 p.m. July 1
Released Chicago	7:30 a.m. July 4

should be credited, under the rule for crediting days in road service, with 3 days in June and 9 days in July; and on the basis of the above rule should receive alternative credit of 24 hours in June and the balance of 71 hours in July.

RULE 7. Deadhead Service. Employes dead-heading, either on passes or cars, on Company business (except in connection with witness service) shall receive credit of twelve (12) hours for each 24-hour period, and actual time up to twelve (12) hours for less than a 24-hour period, time to be computed from time required to go on duty until arrival at destination, with a minimum credit of eight (8) hours where overnight trips are involved.

Q-1. Shall two or more succeeding trips deadheading on passes or equipment be coupled together and treated as a continuous trip?

A-1. Yes, provided no "held for service" time intervenes.

Example:

Leave Miami 10:30 p.m. 1st day
Arrive Jacksonville 6:30 a.m. 2nd day
Leave Jacksonville 11:30 a.m. 2nd day
Arrive Washington 8:30 a.m. 3rd day

The elapsed time on continuous trip basis is 34 hours. As no "held for service" time intervenes at Jacksonville, an employe making these two deadhead trips should be credited with 22 hours, instead of 8 hours for the first trip and 12 hours for the second trip.

RULE 8. Station Duty. An employe called for and used on station duty shall be credited with the actual time on duty, with a minimum credit of four (4) hours if no other service follows continuously. An employe assigned to station duty shall not lose his turn on the extra board.

Q-1. What is station duty?

A-1. Station duty is any work performed by an employe at terminals where Pullman offices are located, other than that required of an employe assigned to road service, but it may include

assisting such employe in preparatory work, including receiving.

Q-2. Is an employe entitled to credit for station duty at an away-from-home station?

A-2. Yes, if called upon to perform such service during layover or during time that is not credited as "held for service."

Q-3. An employe performs 2 hours station duty and then immediately goes into road service. What credit for station duty shall he receive?

A-3. 2 hours.

Q-4. Is time spent attending safety and service meetings or making statements relative to investigations to be credited as station duty, or otherwise?

A-4. No.

RULE 9. Witness Service. An employe required by the management to appear as witness in court proceedings shall receive credit of eight (8) hours for each 24-hour period and actual time up to eight (8) hours for less than a 24-hour period, while in such service, and allowed legitimate and reasonable expenses actually incurred.

RULE 10. Held for Service. An employe held at point away from his home station beyond the layover established for his immediately preceding trip, as provided in Rule 23, shall be allowed "held for service" credit of eight (8) hours for each 24-hour period from expiration of layover and actual time up to eight (8) hours for less than a 24-hour period.

Employes held for service at home station by direction of the management shall be credited with eight (8) hours for each 24-hour period and

actual time up to eight (8) hours for less than a 24-hour period. Regularly assigned employes so held shall be allowed total credits (including actual service) of not less than the credits they would have earned on their regular assignment.

Q-1. Shall an employe held out of service pending an investigation be credited under this rule for time lost?

A-1. No, but see Rule 56.

RULE 11. Called and Not Used. An employe called and reporting for service, and not used, shall be credited with a minimum of three (3) hours, but shall not lose his turn on the extra board.

RULE 12. Release 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 does not exceed one hour.

BASIS OF PAYMENTS

RULE 13. Payment for Days Credited. An employe completing a regular monthly assignment, properly credited, shall be paid his established monthly wage for such time, except where payment therefor on the hourly basis will produce a greater amount.

Q-1. Why are the words "properly credited" used in this rule?

A-1. To emphasize that the crediting of time for employes on regular assignments must take into consideration rules providing for the following conditions:

- (a) The deduction of time for rest periods;
- (b) The pro-rating of time when the last trip in the month extends into the following month;

(c) The inclusion of time credited in excess of the normal operating schedule due to delayed arrival of trains; and

(d) The crediting of time for trips made on layover or relief days in addition to monthly assignments.

Q-2. A porter completes a round trip in regular assignment in June carrying 12 days' credit and has 4 days' layover credit extending into July. He then lays off or leaves the service. How shall this porter be paid for this trip?

A-2. He shall be paid 8/30ths of his monthly wage for June and 4/31sts of his monthly wage for July.

An employe working part of a month in service credited on the day-service basis shall be paid his current daily rate for such time, except where payment therefor on the hourly basis will produce a greater amount.

RULE 14. Payment for Hours Credited. An employe shall be paid at his established hourly rate for all time credited on the hourly basis within the limits of the basic month, not paid for otherwise.

Q-1. How could time be "otherwise" paid for?

A-1. At the monthly or daily rate, where time credited on the day-service basis did not average more than 8 hours per day for the days paid for.

RULE 15. Payment for Overtime Credits. An employe shall be paid at his established overtime hourly rate for all hours credited within a calendar month in excess of the basic month.

Example: A porter makes one round trip in a regular assignment requiring 12 men and carrying alternative credit of 93 service hours, and in addition performs irregular service during the same calendar month carrying 170 credit hours. He should be paid for 12 days at his daily rate, for 167 hours at straight time hourly rate and for 3 hours at the rate of time and one-half. (93 hours + 170 hours = 263 hours)

RULE 16. Additional Pay When Used on Layover or Relief Days. Service performed on specified layover or relief days shall be paid for in addition to all other earnings for the month, on the basis of days credited (Rule 5) when in regular service and on the basis of hours credited (Rule 6) when in irregular service.

Q-1. A porter is doubled out in his regular assignment 24 hours prior to the expiration of his regular layover. How shall he be paid for this double?

A-1. One additional day.

RULE 17. Avoidance of Duplicate Payments. When service is paid for on day-service basis it shall not again be paid for, except that punitive time shall be paid for at the rate of time and one-half.

RULE 18. "In-Charge" Service. Employees assigned and equipped to run "in-charge" of one car shall be paid at their respective "in-charge" rates whether operating "in-charge" for the whole trip or only a portion thereof, or whether in one direction only or in both.

RULE 19. Instruction Period. An employe, when hired, shall be placed under instruction for a period not to exceed six (6) days, and shall be paid for such instruction period at his daily rate of pay.

RULE 20. Cleaning Interior of Cars. Employees required to perform interior cleaning of cars

at any point, as specified in operating schedules or otherwise authorized, shall be paid at the rate of eighty (80) cents per cleaning.

RULE 21. Pay Periods. Employees shall be paid not less frequently than semi-monthly.

LAYOVERS AND RELIEFS

RULE 22. Layovers in Regular Assignments. Specific layovers at each terminal shall be designated in operating schedules for regular assignments.

RULE 23. Layovers Applicable to Incomplete Regular and to Irregular Service. A layover of two (2) hours for each hour of credited service, less time enroute not credited, if any, with a maximum layover of thirty-six (36) hours at an away-from-home station, shall apply to the following classes of service:

Regular service where round trip assignment is not completed.

Extra-in-line service.

Special service.

Extended special tour. (For the purpose only of applying Rule 46, an employe may be used after expiration of 7 days' layover at home station)

Similarly, a layover of two (2) hours for each hour of credited service, less time enroute not credited, if any, with a maximum layover of twenty-four (24) hours at an away-from-home station, shall apply to the following classes of service:

Deadheading on car.

Deadheading on pass at direction of management (except in connection with witness service).

(See following examples)

Class of Service	Reported			Released			Elapsed Time		Time Arrived		Net Service		Actual Layover	Layover 2-for-1 Basis	Time held in Excess of 2-for-1 Layover	"Held" Time Credited				
	Station	Time	Hour	Station	Time	Hour	H	M	H	M	H	M					H	M	H	M
EXAMPLE NO. 1																				
X Line 19 Held	Chicago	11:00a	2:00p	LosAng.	3	2:00p		54:00	10:00	44:00			76:30	36:00	40:30	16:00				
DH	LosAng.	6	6:30p	Chicago	9	7:50a		59:20	24:00	35:20			46:40	46:40	0:00	0:00				
								113:20	34:00	79:20						16:00				
Net service time credited.....79:20																				
Net "Held" time credited.....16:00																				
TOTAL time credited.....95:20																				

EXAMPLE NO. 2

DH on car	Chicago	11	7:00p	NewYork	13	7:30a		35:30	12:00	23:30			9:00	24:00	0:00	0:00
X Line 1020 Held	NewYork	13	4:30p	Albany	13	9:50p		5:20	0:00	5:20			10:40	10:40	0:00	0:00
DH on car	Albany	13	8:50p	Wh. River	17	12:30a		14:30	2:30	12:00			12:35	2:30	0:00	0:00
Special	Wh. River	17	1:05p	Detroit	18	9:00a		19:55	4:30	15:25			6:30	26:20	0:00	0:00
X Line 1112 Held	Detroit	18	3:30p	Boston	21	10:50a		19:20	4:30	14:50			25:10	25:10	0:00	0:00
Special	Boston	19	10:50a	Boston	21	1:30p		24:30	5:00	19:30			50:40	25:30	9:30	0:00
DH on car	Boston	21	1:30p	Chicago	22	1:00p		119:05	28:30	90:35			34:00	34:00	0:00	0:00

Net service time credited.....90:35

Net "Held" time credited.....27:00

TOTAL time credited.....117:35

EXAMPLE NO. 3

X Line 1570	Buffalo	21	7:05p	NewYork	22	8:30a		13:25	4:00	9:25			11:30	14:50	0:00	0:00
X Line 1527	NewYork	22	8:00p	Roch.	23	9:00a		13:00	4:00	9:00			11:00	14:00	0:00	0:00
Special	Roch.	23	8:00p	Cleve.	24	8:30a		12:30	4:00	8:30			13:00	13:00	0:00	0:00
Held	Cleve.	24	8:30a	Cleve.	25	7:00a							22:30	6:20	9:30	8:00
DH on car	Cleve.	25	7:00a	Galion	25	10:10a		3:10	0:00	3:10			8:50	6:20	2:30	2:30
Special	Galion	25	10:10a	Galion	25	7:00p		14:00	4:00	10:00			2:00	16:00	0:00	0:00
DH on car	Roch.	25	7:00p	Roch.	26	9:00a		1:45	0:00	1:45			3:30	3:30	0:00	0:00
Special	Roch.	26	11:00a	Buffalo	26	12:45p		57:50	16:00	41:50						10:30

Net service time credited.....41:50

Net "Held" time credited.....10:30

TOTAL time credited.....52:20

RULE 24. Days Off Duty. Not less than ninety-six (96) hours off duty each month in 24 consecutive-hour periods, or multiples thereof, shall be allowed at designated home terminal.

RULE 25. Periodic Relief in Overnight Runs. Employees operated exclusively in overnight runs, where the elapsed time is fourteen (14) hours or less in each direction, shall be given a 24-hour relief period (in addition to established layover) after not more than two (2) consecutive round trips. Equivalent relief shall be granted to employees in sleeping car lines operated only six (6) days per week, with the understanding that the day on which the line is not operated shall be considered a relief day.

Likewise, employes operating in one-night round trip assignments shall be given a 24-hour relief period after not more than four (4) round trips.

RULE 26. Pro-rating Relief. When an employe operating in an assignment carrying periodic relief fails to complete the cycle, he shall be allowed pro-rata proportion of scheduled relief.

Example: In an assignment requiring $2\frac{1}{2}$ porters, where relief of 1 day is granted after 2 round trips, porter (regular or extra) making 1 round trip shall be allowed $2\frac{1}{2}$ days' pay.

SENIORITY RIGHTS AND ROSTERS

RULE 27. Basic Seniority Date. Seniority begins the day the employe's pay starts in the seniority district and in the class to which assigned. Where the pay of two or more employes starts upon the same day the employing officer shall designate the order in which the names of such employes shall appear on the seniority roster.

RULE 28. Seniority Rosters. Separate seniority rosters of each class, showing name and seniority date of employes, numbered in chronological order, in the respective districts, shall be revised and posted as of January 1st each year in a place accessible to those affected.

The following rosters shall be established:

- (a) Porters (including porters-in-charge)
- (b) Attendants
- (c) Maids

A copy of each seniority roster shall be furnished the Chairman of the Local Grievance Committee in the respective districts at the time posted.

An employe shall have sixty (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 employe is absent on leave or because of sickness at the time the roster is posted, this time limit shall apply from the date such employe returns to duty. If no such protest is taken within the sixty (60) day period, future appeals shall not be recognized, unless the employe's seniority date or relative standing on the roster is changed from that first correctly posted.

RULE 29. Districts Consolidated. When districts are consolidated the employes affected shall be allowed full seniority on the consolidated roster. Assignments in existence shall not be bulletined as new runs at the time of consolidation.

RULE 30. Districts Divided. When a district is divided and the roster is separated, the employes involved shall have the choice on the basis of seniority, of remaining in the old district or of transferring to the new district at the time of separation. All transfers under this rule shall be made with seniority rights unimpaired.

RULE 31. Districts Discontinued. When a district is discontinued and runs are transferred, employes assigned to such runs, or an equivalent number, and a proportionate number of the extra employes, may transfer with the runs to the new point of operation, but such runs shall not be bulletined as new runs at the time of transfer. Employes so transferred shall be allowed full seniority in the district to which transferred and their names shall be added to the seniority roster of that district in accordance with their full seniority rights.

Employees not so transferred shall, upon application, be privileged to transfer elsewhere under the provisions of Rule 32.

RULE 32. Permanent Transfer to Another District. When employes permanently transfer from one district to another (except as provided in Rules 29, 30, 31, 33 and 34) or from one classification to another, their seniority in the district or class to which transferred shall begin with the date of permanent transfer and they shall lose all seniority in the district or in the class from which transferred. Employes shall not be compelled to accept a permanent transfer to another district or class. The names of employes permanently transferred shall be posted for thirty (30) days immediately after transfer in the district from which transferred.

RULE 33. Runs Transferred to Another District. When a run is transferred from one district to another in the same city through change in ownership of road over which it operates, terminal facilities or otherwise, the employes assigned to such run, or an equivalent number, may transfer with it, but such run shall not be bulletined as a new run at the time of transfer. Employes so transferred shall be allowed full seniority in the district to which transferred and their names shall be added to the seniority roster of that district in accordance with their full seniority rights.

RULE 34. New Service Acquired by Company. When sleeping or parlor car service is acquired by The Pullman Company the employes taken over with such service shall retain their seniority rights in the lines acquired. When such service is consolidated with an existing district the employes received by transfer shall begin to accumulate seniority rights in the district to which transferred as of the date taken over by The Pullman Company; employes carried in the district at the time of transfer shall begin to accumulate seniority rights over the service acquired as of the date of transfer.

RULE 35. Temporary Transfers. When employes are transferred to other districts to work on

seasonal runs or other temporary assignments, they shall retain their seniority in the district from which transferred, shall rank as junior to all employes in the district to which transferred and shall not accumulate seniority in such district.

RULE 36. Employes Promoted to Supervisory Positions. Employes promoted to supervisory positions with The Pullman Company shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such supervisory positions and shall have displacement rights as provided in Rule 44 when returning to road service. This rule shall not be retroactive, but employes heretofore promoted and now filling such positions shall accumulate seniority from October 1, 1937.

RULE 37. Employes Serving in Organization Positions. Employes elected or appointed to official positions in the organization shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such official positions and shall have displacements rights as provided in Rule 44 when returning to road service.

RULE 38. Continuity of Seniority. No deductions shall be made from the seniority of employes coming within the scope of this agreement for time spent on authorized leaves of absence, furloughs or sickness.

ASSIGNMENTS OF RUNS

RULE 39. Operating Schedules. Schedules of regular lines shall be prescribed by the management and posted in places accessible to those affected or concerned.

RULE 40. Assignment of Runs to Districts. In the establishment of new service, consideration will be given to the seniority of extra employes in the districts involved in determining which district will furnish the employes; the facilities of the district and the number of extra employes carried being

sufficient, the run shall be given to the district where the extra employes have the greatest seniority.

RULE 41. Bulletining of Runs. New runs and permanent vacancies, also seasonal runs and temporary vacancies known to be of more than sixty (60) days' duration, shall be promptly bulletined for a period of ten (10) days in the district where they occur. Employes 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. The name of each employe assigned by bulletin shall be immediately posted where the run or vacancy was bulletined.

RULE 42. Re-bulletining Changed Runs. A change in terminal, alteration of total home layover in excess of ten per cent (10%) or change from or to an "in-charge" operation, shall constitute a new run and shall be bulletined as provided in Rule 41.

RULE 43. Temporary Discontinuance of an Assignment. Where a regular assignment has been temporarily discontinued due to causes beyond the control of The Pullman Company, the employes affected when at their home station shall not be considered as "held for service" but shall be privileged to operate on the extra board when no extra men are available.

RULE 44. Rights of Displaced Employes. 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 45, to occupy any other assignment in his district where his seniority is greater than that of the junior employe on such assignment, who shall be the one displaced, except where there is a choice of layover days, as for example in an assignment requiring three and one-half (3½) employes, he shall be privileged to displace any employe junior to him. The right to apply for another assignment must be exercised within twenty (20) days from the date of displacement, except that in cases of sick leaves or leaves

of absence the twenty (20) days shall date from the date on which the employe returns to work.

RULE 45. 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.

In the event the senior applicant is not assigned and waives his right to appeal he may, within five (5) days from date of non-assignment, request the district representative of the Company to suggest a course of training or preparation designed to correct his shortcomings. Such suggestion shall be made, and if within thirty (30) days thereafter, the employe is able to qualify without expense to the Company he shall be placed in the assignment for which he made application.

Exception: Where the expense for maid service is borne by a railroad company or companies, maids may be, in order to meet the wishes of the roads, assigned without regard to seniority.

EXTRA EMPLOYES

RULE 46. Operation of Extra Employes. Extra employes, when available, except as provided herein, shall be used "first in, first out" after expiration of layover, which layover shall be that accruing to the last or home-bound trip, on the basis provided for in Rule 23.

When there is service requiring two or more employes at the same hour and employes eligible under this rule have layovers expiring simultaneously, the senior employe shall have his choice. Likewise, when there is requirement for one employe and there are two or more employes eligible under this rule whose layovers expire at the same hour, the senior employe shall be given the assignment.

An employe excused from an assignment under this rule shall immediately revert to the foot of the extra list.

Station duty, "called and not used," and witness service of less than eight (8) hours, shall not be considered an assignment under this rule.

This rule shall not operate to prohibit the use of an employe out of an away-from-home station, preferably in service toward his home station.

Exceptions to "first in, first out" provision:

- (1) Use of employes while serving their six months' probationary period.

Note: It is understood that under this exception the management will use such extra employes with a view to giving them the greatest variety of experience.

- (2) Use of employes with less than two years' service in filling "in-charge" assignments.

Note: When no two-year employes are available on the extra list, regular line employes may be used.

- (3) Use of employes, irrespective of seniority or assignment, in filling private car or unusual special service requirements.

Q-1. What is a private car?

A-1. A car so designated in the Company's descriptive list of cars.

Q-2. What constitutes an unusual special service requirement?

A-2. A car provided for an individual or individuals of prominence, such as a Governor of a State, or a President of a Railroad.

- (4) Use of a regularly assigned employe while held out of line for "witness" service.

RULE 47. Regulating Number of Extra Employes. Extra boards shall be so maintained as to afford each employe carried thereon, as nearly as possible, minimum earnings of approximately two-thirds of basic month's pay.

Employes who lay off of their own accord and those who are dropped from or added to the extra board during the month shall be given their pro-rata proportion of the work during the period they are subject to call.

This rule shall not be construed as a guarantee.

REDUCING AND INCREASING FORCES

RULE 48. Reducing and Increasing Forces. In reducing forces, seniority shall prevail in determining those to be retained in the service. 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 district representative of the Company. Failure to report for duty within seven (7) days after written notice shall have been mailed or telegraphed to the last recorded address shall automatically terminate employment relation with the Company, unless a satisfactory explanation is given.

GRIEVANCES

RULE 49. Discipline and Hearings. The right of the management to discipline, suspend or discharge an employe for incompetency or other just and sufficient reason, and the right of an employe disciplined, suspended or discharged, or who considers he has been otherwise unjustly treated, to have a fair and impartial hearing, are both recognized.

Q-1. What is a grievance?

A-1. A grievance is a dispute arising from the application of discipline or alleged unjust treatment, personal in character and not covered (except as to procedure in handling) by rules of the agreement.

RULE 50. Hearings. An employe shall not be disciplined, suspended or discharged without a hearing. He may, however, be held out of service pending investigation. An employe shall be notified in writing of the time and place of hearing and the specific charge against him.

An employe who considers he has been unjustly treated and who desires a hearing shall make written request containing his specific charge within thirty (30) days from the date of the cause of complaint.

Hearings shall be held within ten (10) days from receipt of request for hearing or after notice shall have been mailed to an employe at his last recorded address, as the case may be, and decision shall be rendered in writing within ten (10) days after the hearing is completed.

RULE 51. Witnesses, Testimony and Records. At the hearing the employe aggrieved may remain throughout the proceedings, and with the designated representatives of the interested parties shall have the following privileges:

- (a) To produce witnesses and question all witnesses giving testimony in the case.
- (b) To have a written transcript made of the questions and answers, if requested by either side, which shall be jointly attested.
- (c) To make statements off the record upon request.

RULE 52. Date of Suspension. If an employe is suspended, the suspension shall date from the time he is taken out of service.

If an employe shall have been held out of service pending investigation for a longer period than is represented by the discipline administered, he shall be compensated for the wage loss, if any, suffered by him for the time in excess of the disciplinary period. Such compensation shall be the amount of wages he would have earned, less compensation received in other employment.

RULE 53. Appeals. If the grievance of an employe who has served his period of probationary employment is not satisfactorily adjusted by the district representative, the person aggrieved shall have the right, within ten (10) days from the date decision is rendered, to appeal to the officer in charge of the Zone. Conference shall be held within ten (10) days after appeal is received, and decision shall be rendered within ten (10) days after the conference is completed.

If the grievance is not satisfactorily adjusted by the officer in charge of the Zone, the person aggrieved shall have the right, within ten (10) days from the date decision is rendered, to appeal to the Assistant to Vice President in Chicago or to the Assistant to Vice President in charge of such other operating officer as may be designated from time to time by the Vice President in charge of operations. Conference shall be held within ten (10) days after appeal is received, and decision shall be rendered within ten (10) days after the conference is completed. Any further appeal in accordance with provisions of the Railway Labor Act shall be taken within thirty (30) days thereafter.

RULE 54. Remanding Grievances. When new evidence or testimony, not available at the last hearing, is introduced at the time a grievance is being considered in conference on appeal, either party may elect to have the case remanded for re-hearing and decision under Rule 50. If not then satisfactorily adjusted, it shall be returned to the remanding official. No case shall be remanded more than three times.

RULE 55. Application and Decision in Writing. Applications for appeals and all decisions thereon shall be in writing.

RULE 56. Record Cleared of Charges. If final decision exonerates the employe of the charge preferred against him, his record shall be cleared of such charge, and if held out of service or dismissed he shall be reinstated and compensated for the wage loss, if any, suffered by him. Such compensation shall be the amount of wages he

would have earned, less compensation received in other employment.

CLAIMS

RULE 57. Application and Interpretation of Agreement. Claims involving the application and interpretation of rules of the agreement shall be handled as promptly as possible. When such claims are presented in writing to the district representative of the Company by the local representative of the organization, the latter shall submit a statement of facts in the case and refer to the rule or decision on which the organization bases its claim. If the claim is not allowed by the district representative, he shall furnish the local representative of the organization with a written statement of facts and reasons why claim is not allowed. If conference is desired by the local representative of the organization, it shall be granted without unnecessary delay.

If the claim is not adjusted by the district representative and the local representative of the organization, they shall prepare a joint statement of facts for the information of the zone superintendent of the Company and the zone representative of the organization. If the district representative and local representative of the organization fail to agree on a joint statement of facts, they shall prepare and exchange separate statements setting forth their version of the facts for the information of the zone representatives. No argument shall be used in the statement of facts.

If the claim is not adjusted by the zone superintendent and the zone representative of the organization, it may be appealed by an International Vice-President of the organization to the Assistant to Vice President in Chicago or to such other operating officer as may be designated from time to time by the Vice President in charge of operations. Any further appeal may be taken in accordance with provisions of the Railway Labor Act.

Q-1. What is a claim?

A-1. A claim is a dispute involving the application or interpretation of rules of the agreement.

REPRESENTATION

RULE 58. Representation. The Brotherhood of Sleeping Car Porters, referred to in this agreement as the "organization," shall represent all employees covered by this agreement in the making of agreements concerning rates of pay, rules and working conditions, and interpretations thereof, generally applicable to said employees, for so long as such representation is maintained in accordance with the provisions of the Railway Labor Act, and shall have the right to initiate claims alleging violation of agreement rules.

An individual employe, in handling a grievance involving himself or handling his own personal claim, shall have the right to and must designate his representative at the hearing or at the first conference, as the case may be, and advise whether he will be represented in person, by counsel (any other person or persons), or by the organization, and he shall notify the management and his representative in writing of any change in representation.

All personal claims involving the application or interpretation of rules of this agreement, handled by an individual employe without representation by the organization, shall be adjusted in accordance with the rules of the agreement and interpretations agreed upon between the organization and the management, and the advice of settlement made shall be in written form and a carbon copy thereof shall be furnished to the district representative of the organization.

In hearings and conferences (excepting agreement negotiations), the conferees shall not exceed four (4) in number on each side.

MISCELLANEOUS RULES

RULE 59. Time and Place for Reporting. Operating schedules for regularly assigned employes and assignment slips for other employes 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 60. Failure to Report. An employe 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.

RULE 61. Absence Without Permission. An employe 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 62. Notification of Disallowed Time. When time claimed on time sheet by an employe is not allowed, he shall be promptly notified by his district representative and given reasons why such time was not allowed.

RULE 63. Leaves of Absence. Employes 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 employe 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. Employes on leave of absence accepting other employment without the management's written permission shall be considered out of the service. This rule shall not take precedence over Rule 37.

RULE 64. Committeemen. Employes acting as committeemen representing employes governed 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. They shall be furnished available sleeping accommodations designated by the management when required to travel on committee work.

RULE 65. Period of Probationary Employment. Six (6) months from date last employed (exclusive of time on furlough) shall be considered

sufficient time to determine the competency of an employe. Within the probationary period the service of an employe may be terminated for any cause. He shall have the right to a hearing in accordance with the provisions of Rule 50, but shall not be privileged to appeal therefrom.

RULE 66. No Shut-Down Nor Suspension of Work. While questions in dispute are pending, there shall be neither a shut-down by The Pullman Company nor a suspension of work by the employes.

RULE 67. Duration of Agreement. This agreement, when signed by the duly authorized representative of The Pullman Company and of the employes, shall become effective October 1, 1937, and shall supersede all agreements governing rates of pay, rules and working conditions heretofore made for the employes involved herein. It shall continue in force for a period of two (2) years without notice of request for change being given by either party and thereafter until changed in accordance with the provisions of the Railway Labor Act.

Signed this 25th day of August, 1937.

For The Pullman Company:

CHAMP CARRY,
Vice-President

For the Porters, Attendants and Maids:

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