

## A G R E E M E N T

This Agreement, made this 18th day of December, 1947, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the Eastern, Western and South-eastern Carriers' Conference Committees, subject to the authority granted to such Committees, and the dining car stewards shown thereon and represented by the Order of Railway Conductors and the Brotherhood of Railroad Trainmen through their Conference Committees.

WITNESSETH:

Pursuant to Item FIFTH of Memorandum of Understanding made and executed by the parties hereto in Chicago, Illinois, on the 14th day of November, 1947, and Section 3 of Agreement between the parties hereto dated December 12, 1947, the parties continued the negotiations on the proposals described in said Item FIFTH pertaining to dining car stewards, and in final disposition of the notices served on or about June 20, 1947, the parties have agreed as follows. Each paragraph hereinafter contained, except Item 114 - Uniforms, states the principle agreed to. It is understood that the managements of the particular carriers and the appropriate committee or committees of the Order of Railway Conductors and/or the Brotherhood of Railroad Trainmen shall, by negotiations conducted on the individual properties, agree to the manner of incorporating these principles into existing agreements governing dining car stewards. Such individual negotiations shall determine the present rules to be amended or replaced, and the detail of such other changes in present agreements as are found necessary to give effect to these principles. Each of these principles, other than Item 114 - uniforms, shall be made effective on March 1, 1948, except on such roads as the employees' committee may elect to preserve the existing rule and so notifies the carrier on or before February 1, 1948.

### 75. Rest Period

Deductions for rest periods during nighttime hours under circumstances where sleeping accommodations are provided and available aboard trains or in cars detached from trains may be determined by the company in both regular and extra service, but time deducted shall not exceed eight (8) hours and shall be within the period 9:00 P. M. to 6 A. M.

### 81. Basic Month and Overtime.

Rules of existing agreements providing for the hours constituting a basic month shall be changed to provide that:

- 205 (a) 225 hours credited as hereinafter provided shall constitute a basic month. All time paid for shall be credited against the basic month.
- 205 (b) Overtime at pro rata hourly rates shall be paid for all time in excess of 225 hours to and including 240 hours; time in excess of 240 hours shall be paid for at the rate of time and one-half except that compensation allowed for time employees are actually not on duty, such as, but not limited.

81. Basic Month and Overtime (Continued)

(b) (Continued)

to, constructive allowances credited under rules providing pay for - (1) time held at other than home terminal, (2) called and not used, (3) reporting for trains which depart between 9:00 PM and 4:00 AM, (4) stocking cars or similar duty at terminals, (5) attending court, inquest, or investigation, to the extent of time paid for other than time lost from regular assignment, (6) service on layover day - will not be used for the purpose of calculating punitive overtime pay.

(c) No rule or combination of rules will be so applied as to require payment of more than time and one-half for time actually worked in excess of 240 hours in any calendar month. The managements of the carriers have the right to rearrange assignments at anytime to avoid overtime payments.

Application of Item No. 81.

Example No. 1

	<u>Time on Duty</u>	<u>Time Credited but not on Duty.</u>	<u>Total</u>
Time Credits other than those involving constructive time	230:00	--	230:00
Departures during rest periods (2 times)	1:00	3:00	4:00
Stocking - not continuous with road service (3 times)	<u>8:00</u>	<u>4:00</u>	<u>12:00</u>
Total	239:00	7:00	246:00

Payment: 246 hours at pro rata rate.

Example No. 2

Time credits other than those involving constructive time	238:00	--	238:00
Departures during rest periods (6 times)	5:00	7:00	12:00
Stocking - not continuous with road service (3 times)	<u>9:00</u>	<u>3:00</u>	<u>12:00</u>
Total	252:00	10:00	262:00

Payment: 250 hours at pro rata rate  
12 hours at rate and one-half

82. Departure during Rest Periods

Stewards required to report for trains which are scheduled to depart between the hours of 9:00 PM and 4:00 AM, where sleeping accommodations aboard trains are provided for and available after completion of duties, shall be paid at the pro rata rate for time actually worked, or held until sleeping accommodations are available, with a minimum of two (2) hours.

83. Arrival during Rest Periods

- (a) Stewards on trains arriving at home terminal between the hours of 9:00 PM and 12:00 o'clock midnight will be held on duty until arrival.
- (b) Stewards on trains arriving at home terminal between the hours of 12:01 AM and 6:00 AM will be held on duty until arrival where sleeping accommodations aboard trains or cars are not provided and available for occupancy until 6:00 A. M.
- (c) Stewards on trains arriving at away-from-home terminal between the hours of 9:00 PM and 6:00 AM will be held on duty until arrival where sleeping accommodations aboard trains or cars are not provided and available for occupancy until 6:00 AM.
- (d) In no case shall stewards be released from duty under this rule in advance of their scheduled release time.

84. Final Release.

Stewards required by management to remain on duty after arrival at terminal shall be allowed credit for such time on the minute basis.

87. Detached from Regular Assignment.

When regularly assigned stewards are taken out of their assignment and used in other service to which dining car stewards may be assigned they shall be paid at the rate applicable to the service performed or the earnings of their regular assignment, whichever is greater, for the period so used. A steward will not be considered taken out of his assignment so long as he remains in his regular line or pool.

88. Deadheading.

Deadhead hourage, when properly authorized, shall be counted as service hourage, except that rest periods not exceeding eight (8) hours during the period 9:00 PM to 6:00 AM where sleeping accommodations are provided shall not be included as service hourage. Stewards will not be paid for deadheading in the exercise of seniority.

89. Calls on Layover Days.

Regularly assigned stewards required to report for work and who do so report, or stewards required to report and held on duty, on their regular layover day shall be paid therefor at pro rata rates with a minimum of 4 hours, except where payment is made under Item 90 hereof.

90. Stocking Cars.

Regular or extra stewards required to stock or strip cars or to transfer supplies and equipment or to check inventory accountability with another steward or with commissary representative, where such service is performed otherwise than continuously with road service, shall be paid for actual time at pro rata rate with a minimum of four (4) hours.

94. Time not Allowed.

When time claimed is not allowed, steward making the claim will be notified in writing with reasons therefor.

95. Payroll Deductions.

A statement of all payroll deductions for the current month will be furnished to all stewards.

112. Approval of Application.

The application of a steward entering the service shall be approved or rejected within one hundred and twenty (120) days, during which time the services of the applicant may be terminated without a hearing. When applicant is not notified to the contrary within the time stated, it shall be understood that the application is approved. This rule shall not operate to prevent the application of discipline to a steward, subject to rules providing for administration of discipline, if it is subsequently found that important information given by him in his application was false.

114. Uniforms.

Where there is no agreement in effect on an individual carrier with respect to sharing in the purchase price of uniforms, and such carrier requires that uniforms be worn by dining car stewards, and where the appropriate committee or committees of the Order of Railway Conductors and/or Brotherhood of Railroad Trainmen desire to negotiate such an agreement, negotiations will be undertaken to reach an agreement to the effect that the carrier pay a reasonable portion of the purchase price of such uniform as is required by the carrier, but only to the extent of coat, vest and trousers. The portion to be borne by the carrier shall be the subject of negotiation.

Insignia required by the carrier shall be furnished free of charge.

115. Machines Furnished.

Typewriters, adding machines and other equipment devices required by the carrier shall be furnished and maintained without cost to the stewards.

On Carriers where agreements do not now contain a rule designating the number of hours constituting a basic month's work, committee representing stewards and management shall negotiate locally for revision of agreement on the principle of above rules.

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This agreement is subject to the approval of the courts with respect to carriers in the hands of Receivers or Trustees.

SIGNED AT CHICAGO, ILLINOIS, THIS EIGHTEENTH DAY OF DECEMBER, 1947.

For the participating carriers  
listed in Exhibit A.

(signed) H. A. Enochs  
H. A. Enochs Chairman

(signed) G. H. Caley  
G. H. Caley

(signed) L. W. Horning  
L. W. Horning

(signed) P. W. Johnston  
P. W. Johnston

(signed) E. B. Perry  
E. B. Perry

For the participating carriers  
listed in Exhibit B:

(signed) D. P. Loomis  
D. P. Loomis Chairman

(signed) C. R. Tucker  
C. R. Tucker

(signed) E. J. Connors  
E. J. Connors

(signed) C. P. King  
C. P. King

For the employees represented by  
the participating labor organizations:

Order of Railway Conductors:

(signed) R. O. Hughes  
R. O. Hughes Vice President

(signed) A. L. Moore  
A. L. Moore, Chairman Dist. No. 1

(signed) George M. Dunn.  
George M. Dunn, Sec. Dist. No. 1

(signed) W. O. Cooney  
W. O. Cooney, Chairman, Dist. No. 2

(signed) Edward J. Tallman,  
Edward J. Tallman, Sec. Dist. No. 2

(signed) W. E. King  
W. E. King, Chairman, Dist. No. 3

(signed) J. A. Scott  
J. A. Scott, Sec. Dist. No. 3

Brotherhood of Railroad Trainmen:

(signed) F. W. Coyle  
F. W. Coyle Vice President

(signed) H. F. Sites  
H. F. Sites, Chairman, Rules Comm.

(signed) F. B. Whitman  
F. B. Whitman

For the participating carriers  
listed in Exhibit C:

(signed) J. B. Parrish  
J. B. Parrish Chairman

(signed) C. D. Mackay  
C. D. Mackay

(signed) W. S. Baker  
W. S. Baker

(signed) H. A. Benton  
H. A. Benton

(signed) F. K. Day, Jr.  
F. K. Day, Jr.

(signed) S. Vander Hei  
S. Vander Hei, Secy. Rules Comm.

(signed) E. R. Bryan  
E. R. Bryan, Member, Rules Comm.

(signed) R. E. Thacker  
R. E. Thacker, Member, Rules Comm.