

MEMORANDUM AGREEMENT

between

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

and

THE BALTIMORE AND OHIO RAILROAD COMPANY

and their SLEEPING CAR PORTERS

represented by

BROTHERHOOD OF SLEEPING CAR PORTERS

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IT IS AGREED THAT:

ARTICLE I - Wages

Rates of pay applicable to Sleeping Car Porters shall be as follows:

<u>EFFECTIVE DATE</u>	<u>MINIMUM</u>	<u>OVER 2 TO 5 YEARS</u>	<u>OVER 5 TO 15 YEARS</u>	<u>OVER 15 YEARS</u>
April 1, 1971	\$614.69	\$619.22	\$624.39	\$628.92
October 1, 1971	645.42	650.18	655.61	660.37
April 1, 1972	677.69	682.69	688.39	693.39
October 1, 1972	711.57	716.82	722.81	728.06
January 1, 1973	714.30	719.57	725.58	730.85
April 1, 1973	757.80	763.07	769.08	774.35

(NOTE: Rate January 1, 1973, includes adjustment as provided in Article II of this agreement)

ARTICLE II - Holiday Pay

Effective January 1, 1973, the monthly rate shall be adjusted by adding the equivalent of eight (8) straight time hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Such new monthly rate shall then include pay for nine (9) holidays.

ARTICLE III - Vacations

Rule 37 - Vacations, of the current schedule agreement is hereby amended, effective January 1, 1973, as follows:

1. Add the following paragraph to Section 1:

"(dd) Effective with the calendar year 1973, an annual vacation of thirty (30) consecutive days with pay will be granted to each employee

covered by this agreement who renders compensated service as sleeping car porter for not less than 696 hours during the preceding calendar year, and who has twenty-five (25) or more years of continuous service and who during such period of continuous service, renders compensated service as sleeping car porter for not less than 696 hours (1093 hours in the years 1950-1959 inclusive; 1217 hours in the year 1949, and 1280 hours in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive."

2. Section 1 (j) is amended to read as follows:

"(j) (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

"(ii) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could qualify for under Section 1, paragraphs (a), (b), (c), (d) and (dd) hereof and paragraph (i) of this Section 1 (j).

"(iii) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted in such following calendar year, a vacation of such lengths as he could qualify for under Section 1, paragraphs (a), (b), (c), (d) and (dd) hereof and paragraph (i) of this Section 1 (j)."

3. Add the following to Section 3:

"(e) An employee taking thirty (30) days' vacation, or entitled to pay in lieu thereof, shall be paid for one hundred seventy-four hours (174) at his straight time hourly rate."

ARTICLE IV - Emergency Force Reduction Rule

(a) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual carrier's operations in whole or in part is due to a labor dispute between such carrier and any of its employees.

(b) Except as provided in paragraph (a) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours pay at the applicable rate for his position. If any employee works any portion of the day he will be paid in accordance with existing rules.

ARTICLE V - Effect of This Agreement

(a) The purpose of this agreement is to fix the general level of compensation during the period of the agreement, and to settle the dispute growing out of Notice dated November 13, 1970, served by the Brotherhood of Sleeping Car Porters on the carriers. This agreement shall remain in effect until June 30, 1973, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Neither party to this agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973) any notice or proposal for changing the provisions of this agreement.

Made at Huntington, West Virginia, July 9, 1971.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

L. H. Greene, Jr., Eastern Zone Supervisor  
for International President C. L. Dellums

M. E. Cridlin  
Assistant to Vice President-Labor Relations

AGREEMENT

Between

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

THE BALTIMORE AND OHIO RAILROAD COMPANY

And Their

SLEEPING CAR PORTERS

As Represented By

THE BROTHERHOOD OF SLEEPING CAR PORTERS

Effective April 1, 1969

This Agreement made this 1st day of April, 1969, by and between The Chesapeake and Ohio Railway Company and The Baltimore and Ohio Railroad Company and their Sleeping Car Porter employes represented by The Brotherhood of Sleeping Car Porters, witnesseth:

IT IS HEREBY AGREED:

RULE 1 - SCOPE

This Agreement governs the hours of service, working conditions and rates of pay of Sleeping Car Porters.

RULE 2 - RATES OF PAY

(a) The following monthly rates of pay shall apply to Sleeping Car Porters and include pay for eight holidays:

<u>Effective Date</u>	<u>Minimum</u>	<u>Over 2 to 5 Years</u>	<u>Over 5 to 15 Years</u>	<u>Over 15 Years</u>
January 1, 1969	\$522.20	\$526.05	\$530.44	\$534.29
January 1, 1970	540.48	544.46	549.01	552.99
July 1, 1970	551.29	555.35	559.99	564.05

(b) The straight-time hourly rate shall be determined by dividing the monthly rate by 174, the rate to be extended to the nearest tenth of a cent.

(c) An employe equipped for and assigned to "in-charge" service consisting of one sleeping car shall be paid at the rate of \$32.50 per month in addition to his established rate of pay, such arbitrary to include assigning of space and handling of sleeping car transportation.

RULE 3 - OVERTIME

(a) Time worked in excess of one hundred seventy-four (174) hours, within a calendar month, shall be paid for as overtime at pro rata hourly rate up to and including one hundred eighty-four (184) hours. Time worked in excess of one hundred eighty-four (184) hours shall be paid for at the rate of time and one-half. Time paid for under Rules Nos. 7, 8, 9, 28 and 37 but not actually worked shall not be considered as time worked in the application of this rule.

(b) A regularly assigned employe required to perform service on his layover day or days in his own or another regular assignment shall be credited for the hours worked at straight time rate. In event the total hours worked during the month exceed one hundred seventy-four (174) he shall be paid for all hours in excess of one hundred seventy-four (174) hours up to one hundred eighty-four (184) hours at straight time rate. All hours in excess of one hundred eighty-four in any calendar month will be paid for at the rate of time and one-half.

#### RULE 4 - BASIC MONTH

(a) One hundred seventy-four (174) hours' work within the calendar month shall constitute a basic month's service.

Where credited hours on a regular assignment are less than one hundred seventy-four (174) hours per month, deduction shall not be made from the regular established monthly rates of pay.

(b) When a regularly assigned employe lays off during a calendar month due to sickness, disability, for personal reasons, or is held out of service for disciplinary or medical reasons, he will be paid for one hundred seventy-four (174) hours less five hours and forty-eight minutes (5'48") for each scheduled working day on which he does not perform any service and for each of the scheduled layover days immediately following a scheduled working day on which he performs no service, or less the number of scheduled hours for the trip or trips missed whichever is the greater.

(c) Extra employes will be paid for the number of hours actually worked at 1/174th of the appropriate monthly rate shown in Rule 2.

#### RULE 5 - SLEEP PERIODS

(a) Where the requirements of the service will permit employees shall be released from duty for sleep for three (3) hours on overnight runs of twelve (12) hours or less elapsed time, and four (4) hours each night on runs of over twelve (12) hours elapsed time. Sleep periods shall be granted between the hours of 9:30 P.M. and 6:30 A.M., and for regular assignments shall be designated in the operating schedules. During each sleep period the employee shall be provided with a suitable place for sleeping.

#### Exceptions:

- (1) Deductions of time release for sleep in an overnight trip shall not be made to an extent which will reduce credited hours to less than five hours and forty-eight minutes (5'48") for the trip.

Q-1. What is meant by an overnight trip?

A-1. Any operation, the elapsed time of which is less than fourteen (14) hours, where the reporting and release time embrace the hours of 12:00 midnight to 6:00 A.M.

- (2) It is understood the requirements of the service may not always permit granting sleep periods to the extent provided in this Rule, and where the scheduled period of sleep is not obtainable, the deductible hours shall be reduced by the difference between the scheduled sleep period and the time actually released for sleep. Any loss of scheduled sleep shall be verified and explained by the train conductor or supervisor. No deduction shall apply to any release for sleep of less than two (2) consecutive hours. Any of the

scheduled sleep periods not obtained shall be paid for at the hourly rate in addition to all other earnings for the month and shall be credited and paid for in the payroll period in which the loss of sleep occurred.

(b) No payment will be made to employees while they are on relief periods between 9:30 P.M. and 6:30 A.M., where sleeping accommodations are provided.

#### RULE 6 - DEADHEADING

(a) Employees deadheading either on passes or cars on company business (except in connection with witness service) shall receive pay for 8 hours 42 minutes for each 24-hour period and actual time up to 8 hours 42 minutes for less than a 24-hour period. Time to be credited from time required to go on duty until arrival at destination with a minimum credit of 5 hours 48 minutes where overnight trips are involved.

(b) Time spent in deadheading in the exercise of seniority shall not be paid for.

#### RULE 7 - STATION DUTY

(a) Station duty is any work performed by an employe, other than that required of an employe assigned in road service, and it may include assisting other employes in preparatory work, such as receiving passengers, etc.

(b) An extra employe notified or called to perform station duty, other than that necessary to a road trip to which he has been or is assigned, and who reports, shall be paid a minimum of four (4) hours' compensation for four (4) hours' work or less; time worked in excess of four (4) hours will be computed on the actual minute basis.

(c) A regularly assigned employe notified or called to perform station duty on other than his regular assignment and who reports for duty will be allowed a minimum of five hours and forty-eight minutes (5'48") compensation for five hours and forty-eight minutes (5'48") work or less; time worked in excess of five hours and forty-eight minutes (5'48") will be computed on the actual minute basis.

(d) An extra employe assigned to station duty shall be given preference for any vacancy on a road assignment which is filled at the station during his tour of duty. If not used in road service on that calendar day before his release from duty, he shall be permitted to mark up on the extra list for the next calendar day in the same relative position with respect to other extra employes as he had at the time he was assigned to station duty.

(e) When an employe performing station duty receives an assignment in road service which has a reporting time earlier than the expiration of four (4) hours station duty, there shall be no overlapping time payments. Time on duty shall run continuously from one assignment to the other.

RULE 8 - CALLED AND NOT USED

(a) An extra employe who is notified or called to perform service and who so reports but is not used, unless notified not to report before leaving home, will be allowed a minimum of four (4) hours' compensation and will be permitted to retain his relative position on the extra list.

(b) A regularly assigned employe notified or called to perform service not embraced in his regular assignment and who so reports but is not used will be allowed a minimum of four (4) hours' compensation, unless notified not to report before leaving his place of residence.

RULE 9 - COURT ATTENDANCE

(a) Regularly assigned employes released from duty to attend court or inquest by direction of an officer of the company will be paid for the actual time lost and reimbursed for actual necessary expenses while away from home station. On days when no time is lost they will be paid for five hours and forty-eight minutes (5'48") at the rate of their regular assignments.

(b) Extra employes who are required to attend court or inquest by direction of an officer of the Company, will be paid for five hours and forty-eight minutes (5'48") and reimbursed for actual necessary expenses while away from home station.

(c) No allowance will be made for deadheading necessary to attend court or inquest.

(d) Witness fees and mileage shall be remitted to the Company.

RULE 10 - HELD FOR SERVICE

(a) A regularly assigned employe held at an away-from-home point, who does not perform service or receive compensation under the Rules of this Agreement during any one calendar day, will be allowed a maximum of five hours and forty-eight minutes (5'48") pay at the pro rata rate for each calendar day so held. Payments under this Rule shall be applied to the guaranteed amounts provided for under Rule 4. Examples are shown as follows:

Example 1.

On a given calendar day an employe arrives at an away-from-home point and is released from duty at 11:00 P.M. He performs no further service and is entitled to no further compensation until he is again required to report for duty at 11:00 P.M. the following calendar day. Inasmuch as this employe received compensation under the Agreement on each of the calendar days, namely, the day he arrived at the away-from-home point and the day he departed from the away-from-home point he is not entitled to receive the five hours and forty-eight minutes (5'48") herein provided.

Example 2.

On a given calendar day an employe arrives at an away-from-home point and is released from duty at 11:00 P.M. He is held at such point without having accrued

any earnings under the Agreement until the second following day, at which time he is placed under pay and departs from the away-from-home point. Inasmuch as this employe was held at the away-from-home point for a complete calendar day and since no earnings accrued under the Agreement for the time so held, he is entitled to receive the total of five hours and forty-eight minutes (5'48") herein provided.

(b) Extra employes held at away-from-home terminal, setout or turn-around point and not used out in line service the same calendar day, will be paid or permitted to earn not less than five hours and forty-eight minutes (5'48") for each calendar day so held. The term "extra employes" as used in this Rule shall include extra employes filling vacancies in regular assignments.

#### RULE 11 - CLEANING INTERIOR OF CARS

Employes required to perform interior cleaning of cars at layover points, as specified in operating schedules or otherwise authorized, shall be paid one hour at straight time rate per cleaning.

#### RULE 12 - LAYOVERS IN REGULAR ASSIGNMENTS

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

#### RULE 13 - 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 14 - SENIORITY

(a) Names of sleeping car porters previously employed by The Pullman Company shall be placed on a roster with a seniority date of January 1, 1969 in order of their relative seniority standing on the current Pullman Company rosters immediately prior to that date, except that sleeping car porters previously employed by Pullman Company who are hereafter employed, shall establish seniority under this Agreement in accordance with Paragraphs (c) and (d) hereof.

(b) Carrier shall have the right, solely at its discretion, to use train porters and train attendants whose names appear on the current rosters of The Chesapeake and Ohio Railway Company and The Baltimore and Ohio Railroad Company, respectively, as sleeping car porters. Such train porters or train attendants will not establish a seniority standing as sleeping car porter until they shall have performed thirty days actual service as sleeping car porter. Carrier may discontinue use of any such train porter or train attendant as a sleeping car porter for any cause within the thirty-day actual service probationary period.

When the first such train porter or train attendant has completed thirty days actual service as a sleeping car porter he will establish a seniority date as sleeping car porter as of the first date he performed such service. Thereafter, that date will be the sleeping car porter seniority date for all such train porters or train attendants who will have subsequently performed thirty days actual service as sleeping car porter, and their seniority standing as sleeping car porter will be in the order of their relative seniority standing on the current rosters of The Chesapeake and Ohio Railway Company or The Baltimore and Ohio Railroad Company, not withstanding the date first service as sleeping car porter is performed.

(c) Seniority of employes, except those who have established seniority under Paragraph (a) or those who will establish seniority under Paragraph (b), shall begin at the time the employe's pay starts.

(d) Except as provided in Paragraphs (a) and (b), when two or more employes start work at the same time on the same day, the employing officer shall designate the order in which their names shall appear on the seniority roster.

#### RULE 15 - SENIORITY ROSTERS

(a) Seniority roster of sleeping car porters, showing name and seniority date of employes, numbered in chronological order, shall be revised as of January 1st of each year and posted in places accessible to all employes covered by this agreement.

Two copies of the seniority roster shall be furnished the Chairman of the Local Grievance Committee or the representative at the time posted.

An employe will have sixty (60) days from the date his name first appears on the roster to protest, in writing, his seniority date or relative position on the roster, except, where an employe is absent on leave of absence, furlough, 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 made within the sixty (60) day period, future appeals will not be recognized unless the employe's seniority date or relative standing on the roster is subsequently changed.

(b) The initial roster shall be posted as of January 1, 1969. After posting of the initial roster, no names will be added to subsequent rosters except those of employes acquiring seniority since the posting of the preceding roster.

#### RULE 16 - RETENTION OF SENIORITY

Employes promoted to supervisory positions and employes who return to regularly assigned train porter positions in accordance with their train porter seniority, shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such supervisory positions or hold regularly assigned train porter positions and shall have displacement rights as provided in Rule 24 when returning to sleeping car porter service.

#### RULE 17 - EMPLOYES SERVING IN ORGANIZATION POSITIONS

Employes elected or appointed to official positions with the Brotherhood of Sleeping Car Porters shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such official position and shall be permitted to exercise a displacement right in accordance with Rule 24 when returning to service as sleeping car porter with the Carrier.

#### RULE 18 - 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.

#### RULE 19 - OPERATING SCHEDULES

Schedules of regular sleeping car lines shall be prescribed by the Company and posted in places accessible to all sleeping car porters.

RULE 20 - BASIS FOR ASSIGNMENT

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.

Employes shall not be paid for time lost in the exercise of seniority.

RULE 21 - BULLETINING OF RUNS

(a) New runs and vacancies, known to be of more than thirty (30) days' duration, shall be bulletined for a period of ten (10) days. Runs and vacancies, not known to be of more than thirty (30) days' duration, shall be bulletined for a period of ten (10) days upon the expiration of thirty (30) days from the date they occur.

(b) An employe desiring to apply for bulletined runs shall file his application, in writing, with the designated officer within the time limit specified in the bulletin and shall specify in such application his first choice, second choice, etc.

(c) After a run has been bulletined for a period of ten (10) days it shall be assigned to the senior applicant, fitness and ability being sufficient. Notice of assignment to the run shall be posted within ten (10) days following expiration of the bulletin period.

(d) The successful applicant for a bulletined run must vacate his former run before starting any trip out of his home terminal following the posting of the notice of the assignment and he shall be required to take the run awarded to him on the first trip of the run from his home terminal subsequent to the time he vacates his former run. When all vacancies in the line are bulletined at the same time, the choice of preferred layover days shall be given to employes in the order of their seniority, provided such choice is specified on the employe's application.

(e) When a run or vacancy has been bulletined and no bids are received from qualified employes having seniority, it shall be assigned to the junior extra employe who has sufficient fitness and ability therefor and who has completed his probationary period as prescribed in Rule 34.

(f) An employe returning to duty after having been absent on account of sickness, disability, suspension, or leave of absence during the entire period a run was bulletined, shall be permitted to exercise his seniority on the run, fitness and ability being sufficient, provided he exercises such right before he returns to his former assignment. If, during the period he was absent from duty for any of the reasons enumerated in this rule, his former run was bulletined in accordance with the provisions of Paragraph (a) of this rule or his former run was abolished, he shall be permitted to exercise his seniority, fitness and ability being sufficient, to any assignment held by a junior employe.

RULE 22 - RE-BULLETINING CHANGED RUNS

(a) A change in the home terminal of an assignment, a change of more than 10% in the scheduled layover time at the home terminal, a change in scheduled departure or arrival time of a train from or at the home terminal of four hours or more, shall constitute a changed assignment which shall be bulletined in accordance with Paragraph (a) of Rule 21.

(b) An employe who is occupying a regular assignment which is re-bulletined in accordance with Paragraph (a) of this rule may exercise a displacement right under Rule 24 or may remain on the assignment until it is filled by the successful bidder. An employe who is occupying such an assignment while it is being rebulletined may apply for it. If he does not apply for it and he is not awarded any other assignment as the result of that bulletin, he shall leave the assignment when it is filled by the employe assigned to it, and he shall be allowed ten (10) days in which to exercise a displacement right on any assignment held by an employe his junior except an assignment in the line in which he had been working.

RULE 23 - TEMPORARY DISCONTINUANCE OF AN ASSIGNMENT

(a) Where a regular assignment has been temporarily discontinued or interrupted due to conditions such as flood, snow storm, hurricane, earthquake, fire or strike, the employes affected, when at or returned to their home station, shall not be considered as "held for service". Their name shall be placed on the extra list after expiration of layover and they may be assigned as extra employes in accordance with Rule 25 to service which will make them available for their regular assignments when resumed. If such an employe is due an assignment which would not make him available for his regular run, he will be excused and revert to the foot of the extra list.

(b) Where a regular assignment has been temporarily discontinued or interrupted due to causes other than those identified in Paragraph (a) of this Rule the employes affected, when at or returned to their home station, shall be placed on the extra list after expiration of layover and as extra employes shall be subject to any assignment or assignments which will make them available for their next regular trip, if possible, or otherwise within a reasonable time. They shall not receive less credit than they would have earned on their regular runs had such runs not been temporarily discontinued, provided they elect not to take an assignment.

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

RULE 24 - DISPLACEMENT RIGHTS OF EMPLOYES

(a) An employe whose regular assignment has been abolished, or an employe who has been displaced from his regular assignment by an employe his senior in the exercise of seniority, may, fitness and ability being sufficient, within ten (10) days, displace an employe his junior.

(b) An employe who has the right to displace an employe his junior must notify the Crew Supervisor or other proper officer designated by Carrier, in writing, at least twenty-four (24) hours in advance of the scheduled reporting time of the occupant of the assignment, with copy to the employe he desires to displace. Upon receipt of such written notification the junior employe will be notified promptly of his displacement. The senior employe will be permitted to perform service on the run which he has selected on the first outbound trip from the home terminal of such run after notification to the junior employe.

(c) When an employe is absent from duty on account of sickness, disability, leave of absence, suspension, or vacation at the time his assignment is abolished or he is displaced by an employe his senior, the ten (10) days specified in this rule shall begin on the date such employe presents himself to the Crew Supervisor, or other officer designated by Carrier, and signifies his intention to displace an employe his junior in the manner prescribed in Paragraph (b) of this rule.

#### RULE 25 - HANDLING OF EXTRA EMPLOYES

(a) A list of extra sleeping car porters will be maintained for the purpose of filling vacancies, performing vacation relief and extra work at each of the following points, or at other points when requirements of the service necessitate the establishment of additional extra lists:

1. Washington, D. C.
2. Cincinnati, Ohio.

(b) Extra employes shall be signed up and their names shall appear on the extra list in the same relative order in which they register themselves with the designated officer, following the names of extra men whose names were carried over from the extra list of the previous calendar day. The following procedure shall be observed in marking up for extra work.

- (1) An extra employe who is released from duty at his home terminal and desires to mark up on the extra list, shall register on the sign-in sheet provided in the office where he is released, showing time of registration, his name, train on which he arrived and time of arrival of such train and his home telephone number. The names of such extra men shall be placed on the extra list.
- (2) Extra employes who do not register as specified in Paragraph (1), and extra employes who have been off duty for any reason, may register for extra work and their names shall appear on the list in the same relative order, with respect to other extra employes, in which they register in person (where required) or by telephone with the designated officer.

(3) At 10:00 A.M. (local prevailing time) each calendar day, the names of extra employes who were on the extra list for the previous calendar day and who have not been called for extra work, shall be transferred and shall appear on the extra list for that calendar day in the same order with respect to each other as their names appear on the extra list from which transferred.

(c) Except as provided in Sections (f) and (g) hereof, available extra work shall be assigned to the available qualified extra employes in the order of their relative standing on the extra list. In order to be considered available for extra work, an extra employe must be present at the calling place designated by him and personally accept a telephone call for extra work.

(d) (1) Assignments to all known extra work having a reporting time between 12:00 Noon of one calendar day and 11:50 A.M. of the following calendar day shall be made during the period 10:00 A.M. and 12:00 Noon of the first calendar day.

(2) An extra employe (including an extra employe whose name has been carried over from the extra list of the preceding calendar day in accordance with Section (b) (3) hereof), who fails to answer a proper call for extra work shall be considered as having missed a call and his name shall be placed at the bottom of the extra list at the expiration of the sign-out period specified in Paragraph (1).

(3) An extra employe shall not be considered as having missed a proper call unless he is called at least two hours in advance of the scheduled reporting time of the assignment.

(e) When the extra list becomes exhausted, management shall be free to obtain a qualified employe from whatever source may be available.

(f) Except as otherwise provided herein, extra work, including the filling of vacancies in regular positions, shall be performed by extra employes. This Section (f) shall not be construed to restrict the selection by management and the use of regular or extra employes for the performance of extra work in connection with any unusual special party operations, such as, but not limited to, (1) President of the United States, (2) Board of Directors of this or any other corporation, (3) Governor of a State, (4) Financial Analysts, or the use of specifically requested employes for special party operation. The use of regularly assigned employes to perform extra service in such instances shall not constitute a violation of any of the provisions of this Agreement.

(g) When an extra employe is used to perform service into another terminal where an extra list is maintained, such an employe may be returned in service to the location of his own extra list or an intermediate point without regard to the standing of the men on the extra list at such terminal. The use of an extra employe in the manner prescribed above shall not constitute a violation of this Agreement.

(h) Extra lists shall be regulated and maintained so as to afford an average earnings for extra men of approximately one hundred and thirty-five (135) hours per calendar month. This rule shall not be construed as a guarantee.

(i) An extra employe 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 employes who have not accrued such hourage are available.

RULE 26 - REDUCING AND INCREASING FORCES

(a) In reducing forces seniority shall prevail in determining those to be retained in service. Except as provided in Rule 23, notice of abolishment of a regularly established assignment shall be given not less than five (5) calendar days in advance, except that not less than sixteen (16) hours' advance notice of reduction in force or abolishment of an assignment will be required under emergency conditions, such as, flood, snowstorm, hurricane, earthquake, fire or strike, provided operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the assignments to be abolished or the work which would be performed by the employes involved in the force reduction no longer exists or cannot be performed.

(b) When force is increased, employes laid off will be recalled to service in the order of their seniority.

(c) Employes laid off in reduction of force who desire to retain their seniority, must, within ten (10) days from date of notification of furlough, file with the Crew Supervisor, or other officer designated by Carrier their names and addresses and keep such officer advised of any change therein. Employes notified by certified United States Mail to report for duty and failing to report within fifteen (15) days from date of notification will forfeit their seniority, unless a satisfactory explanation is given.

RULE 27 - DISCIPLINE

(a) Employes who have been in service in excess of six (6) months shall not be disciplined or dismissed without a fair and impartial investigation.

(b) Employes may, however, be held out of service pending investigation and decision.

(c) An employe accused of an offense shall be given reasonable advance notice in writing of the nature of the offense.

(d) If he desires to be represented at such investigation, he may be accompanied by his duly designated representative. The accused employe and his duly designated representative shall be permitted to question witnesses insofar as the interests of the accused employe are concerned. Such employe shall make his own arrangements for the presence of his representative and his witnesses and no expense incident thereto will be borne by the Company.

(e) Investigations shall be held within thirty (30) days from the date the notice of the investigation shall have been mailed or delivered to the employe, except that the Company or the employe, for good and sufficient reasons, may extend this time period. Decisions shall be rendered, in writing, within thirty (30) days after the transcript of testimony shall have been completed.

(f) A transcript of the record shall be furnished to the accused employe and his representative if requested.

(g) If discipline is to be imposed following investigation and decision, the employe to be disciplined shall be given written notice thereof at least ten (10) days prior to the date on which the discipline is to become effective, except in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice.

(h) If the discipline to be applied is suspension, such suspension shall date from the time the employe is taken out of service.

(i) If the employe is not proven guilty of the offense with which charged and has been taken out of service, he shall be restored to service and paid for any time lost less any amount earned elsewhere while gainfully employed and less any amount received as unemployment insurance.

#### RULE 28 - ATTENDING INVESTIGATION

(a) Regularly assigned employes required by direction of an officer of the Company to report for investigation immediately after having finished, or just prior to reporting for work, will be allowed continuous time at their regular rate for the time spent in attending the investigation, unless they are found guilty of the offense involved.

(b) Regularly assigned employes required by direction of an officer of the Company to attend investigation at other than the times set forth in Paragraph (a) of this Rule, except when already under pay, shall be compensated for the actual time spent in attending the investigation with a minimum of two (2) hours at their regular rate, unless they are found guilty of the offense involved.

(c) Extra employes required by direction of an officer of the Company to attend investigation will be compensated in accordance with Paragraph (a) or (b) at the rate provided for the service in which last engaged, unless they are found guilty of the offense involved.

(d) This Rule also applies to employes required by direction of an officer of the Company to attend investigation as witnesses for the Company.

#### RULE 29 - TIME LIMIT ON CLAIMS

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty days from the date same is filed, notify who-soever filed the claim or grievance (the employe or his representative) of the reason for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances.

(c) The procedure outlined in Paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the Organization party hereto to file and prosecute claims and grievances for and on behalf of the employes they represent.

(f) This rule shall not apply to requests for leniency.

#### RULE 30 - FAILURE TO REPORT

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

#### RULE 31 - 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 32 - LEAVES OF ABSENCE

When the requirements of the service permit, employes may, upon written request, be granted leave of absence, for a limited time with privileges of renewal, not to exceed ninety (90) days. An employe on leave of absence who engages in outside employment without written permission of the Carrier automatically forfeits seniority. An employe who fails to report for duty at the expiration of his leave forfeits all seniority.

#### RULE 33 - NO SHUT DOWN NOR SUSPENSION OF WORK

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

#### RULE 34 - PERIOD OF PROBATIONARY EMPLOYMENT

The application of a person entering the service shall be approved or

rejected within six (6) months from the date he first performs service as sleeping car porter. Within the probationary period, his service may be terminated for any cause. He shall have the right, upon his request, to an investigation in accordance with the provisions of Rule 27, but shall not be privileged to appeal therefrom.

#### RULE 35 - INTERLINE SERVICE

Sleeping Car Porters may be assigned, at the discretion of Carrier, to perform duties of sleeping car porter on the line of any other Carrier in a car which originates or terminates on the line of this Carrier. The right of the Carrier to operate sleeping cars over its lines on which are employed sleeping car porters of another Carrier or other Carriers is recognized.

#### RULE 36 - UNIFORMS

(a) The Company's right to designate the uniform including cap, tie, shirt, socks and shoes to be worn by sleeping car porters at all times while on duty is recognized.

(b) Subject to Paragraph (c) of this rule, the Company shall pay one-half of the cost of each cap, coat, trousers (two pair of trousers if desired) and overcoat, and the employe shall pay the remaining cost of the uniform.

(c) The Company may pay to the manufacturer the entire cost of cap, coat, trousers, and overcoat and collect the employe's share of that cost by payroll deduction or otherwise.

(d) Employes shall keep uniforms pressed and in a clean condition at all times at their own expense.

(e) Each employe may be required to purchase one full uniform each year and may purchase additional articles of uniform by approval of the proper officer of the Company.

(f) Where a uniform is lost, stolen, damaged or destroyed as a result of carelessness on the part of the employe, the employe will repair such damage or replace such uniform at his own expense entirely.

#### RULE 37 - VACATIONS

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

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

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

(d) Effective with the calendar year 1969, an annual vacation of twenty-four (24) consecutive days with pay will be granted to each employee covered by this agreement who renders compensated service as sleeping car porter for not less than 696 hours during the preceding calendar year, and who has twenty (20) or more years of continuous service, and who, during such period of continuous service, renders compensated service as sleeping car porter for not less than 696 hours (1,093 hours in the years 1950-59 inclusive; 1,217 hours in the year 1949, and 1,280 hours in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

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

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

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

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

(h) Only service performed for and paid for by The Pullman Company prior to January 1, 1969, and service performed for and paid for by The Chesapeake and Ohio Railway Company as sleeping car porter subsequent to January 1, 1969, may be combined in determining the qualifications provided for above.

(i) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury shall be included in computing hours of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of 10 such days for an employe with less than 3 years of service; a maximum of 20 such days for an employe with 3 but less than 15 years of service; and a maximum of 30 such days for

an employe with 15 or more years of combined service with The Pullman Company and The Chesapeake and Ohio Railway Company. Such days will be converted into hours as provided for in Paragraph (f) above.

(j) In instances where employes have performed 7 months' service with The Chesapeake and Ohio Railway Company or have performed in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employes in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of The Chesapeake and Ohio Railway Company.

2. (a) Vacations may be taken from January 1 to December 31 and due regard consistent with requirements of the service, shall be given to the desires and preferences of the employes, in seniority order, when fixing the dates for their vacations.

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

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

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

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

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

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

4. Effective January 1, 1969, vacations provided for in this rule shall be considered to have been earned when the employe has qualified under Section 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if he has qualified therefor under Section 1 hereof. If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

5. (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year. Such additional time shall be paid in addition to all other earnings at the employe's current daily rate, but no hourly credit shall accrue for such additional days under this paragraph towards overtime pay.

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

(c) Vacations for unassigned (extra) employes will begin the first day during the assigned vacation period employe is in home terminal at 12:01 A.M. of such day, or first day following that on which employe comes into home terminal on a run during assigned vacation period. Employes operating on the extra board shall take off as vacation either 6 days, 12 days, 18 days or 24 days, according to their length of service as provided in Paragraphs (a), (b), (c) and (d) of Section 1.

6. An employe designated to fill an assignment of another employe on vacation will be paid at his own rate, based on length of service, as provided in Rule 2.

7. Time off on account of vacation with pay will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

8. The absence of an employe on vacation with pay, as provided in this rule, will not be considered as a vacancy, temporary or otherwise, in applying the provisions of Rule 21, "Bulletining Runs", unless an employe requests and is granted additional time off, which combined with vacation time will exceed 60 days, in which event the bulletin rules shall apply.

#### RULE 38 - REPRESENTATION

The Brotherhood of Sleeping Car Porters is recognized as the representative for purposes of the Railway Labor Act of sleeping car porters employed by the carriers parties hereto.

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This Agreement is in settlement of the Notices served on or about January 24, 1969, by the Brotherhood of Sleeping Car Porters and is effective April 1, 1969 and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended, with the understanding that no Notice will be served by either party for changes in rates of pay, established herein, prior to January 1, 1971.

Signed at Huntington, W. Va., this 1st day of April, 1969.

ACCEPTED:

FOR THE EMPLOYEES:

*B. F. McLaurin*

B. F. McLaurin, Eastern Zone Supervisor,  
for International President C. L. Dellums,  
Brotherhood of Sleeping Car Porters

FOR THE CARRIERS:

*M. E. Cridlin*

M. E. Cridlin, Assistant to Vice  
President - Labor Relations

ADDENDUM - 1

AGREEMENT

This Agreement made this 1st day of April, 1969, by and between The Chesapeake and Ohio Railway Company, and its sleeping car porters represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the carrier now or hereafter subject to the rules and working conditions 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 party to this agreement, within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such 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 future rules and working conditions agreement.

## Section 2

This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the rules and working conditions agreement between the parties hereto, but this provision shall not include employes who are subordinate to and report to other employes who are covered by this agreement. However, such excepted employes are free to be members of the organization at their option.

## Section 3

(a) Employes who retain seniority under the Rules and Working Conditions Agreement between the parties hereto 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 employes return to any service covered by the said Rules and Working Conditions 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 signatory hereto within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employes 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 employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes who retain seniority under the rules and working conditions agreement between the parties hereto 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 employes return to any service covered by the said rules and working conditions 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 signatory hereto.

(d) Employes who retain seniority under the rules and working conditions agreement of another class or craft, and who temporarily perform work in the train porter class of service shall not be required to be members of the organization signatory hereto until the date the employes hold regularly assigned positions within the scope of the agreement covering the train porter class of service.

#### Section 4

Nothing in this agreement shall require an employe to become or to remain a member of the organization signatory hereto if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe 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 employes in the same status at the same time in the same organizational unit.

#### Section 5

(a) Each employe 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 by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe 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 Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the railroad 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 employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe 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 employe 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 employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions 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 employe 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 employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions 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 employe or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. 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 employe 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 employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions 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 employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(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 highest officer of the carrier designated to handle appeals under this agreement the organization or the employe 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 highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe 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 employe 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 employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the

position of the employe 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 employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(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 Rules and Working Conditions 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 6

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe 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 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe 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 rule of the rules and working conditions agreement between the parties hereto, but the employe 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 signatory hereto.

#### Section 7

An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment shall be terminated, no liability against the carrier in favor of the organization or other employes 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 6, or while such determination may be stayed by a court, or while a discharged employe 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 employe 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 employe'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 employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

#### Section 8

In the event that seniority and employment under the Rules and Working Conditions 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 the carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### Section 9

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

#### Section 10

(a) The carrier party to this agreement shall periodically deduct from the wages of employes 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 employe 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, 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.

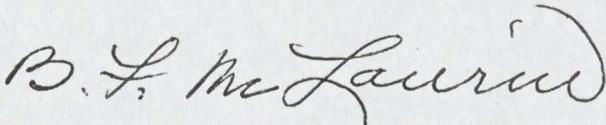
Section 11

This Agreement shall become effective on April 1, 1969. It shall be construed as a separate agreement between the parties hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Huntington, West Virginia, April 1, 1969.

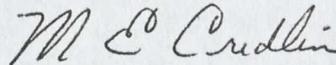
ACCEPTED

FOR THE EMPLOYES:



B. F. McLaurin, Eastern Zone Supervisor,  
for International President C. L. Dellums,  
Brotherhood of Sleeping Car Porters

FOR THE CARRIER



M. E. Cridlin, Assistant to Vice  
President - Labor Relations

ADDENDUM - 2

AGREEMENT

This Agreement made this 1st day of April, 1969, by and between The Chesapeake and Ohio Railway Company, and its sleeping car porters represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

1. The Carrier will, as hereinafter provided, deduct each month all sums for periodic Union dues, initiation fees and assessments where included in monthly dues (not including fines and penalties) payable to the Brotherhood of employes of the Carrier who are members of the Brotherhood holding rights and working as train porters, from wages due and payable to said members.

2. No such deduction shall be made except from the wages of an employe who has executed and furnished to the Carrier a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments where included in monthly dues. Such assignment shall be substantially in the form specified in Attachment "A" hereto and shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocations of assignment shall be substantially in the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms by employes, and for the delivery of said forms to the Carrier.

3. Deductions as provided for herein will be made by the Carrier in accordance with certified deduction lists furnished to the Carrier by the International Secretary-Treasurer of the Brotherhood of Sleeping Car Porters. These lists, together with assignment and revocation of assignment forms, shall be furnished to the Carrier on or before the twentieth day of each month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original lists furnished shall show the employe's name, identification number, and the amount to be deducted. Thereafter, two lists shall be furnished each month as follows:

- (1) A list showing (a) any changes in the amounts to be deducted by the Carrier from the wages of employes with respect to whom deductions are already being made as herein provided, which list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted, and (b) the names of employes from whose wages no further deductions shall be made, accompanied by revocation of assignment in the form hereto attached signed by each employe so listed.
- (2) A list showing additional employes from whose wages the Carrier shall make deductions as herein provided, together with an assignment in the form hereto attached signed by each employe so listed.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employes from the second pay period in each calendar month and the Carrier will, subject to the provisions of Section 5 hereof, pay to the order of the Brotherhood, the total amount of such deductions, less sums withheld in accordance with paragraph 7 hereof, on or before the last day of the month following the month in which such deductions are made. With said payment the Carrier shall furnish to the Brotherhood statement showing employes from whom deductions were made, and amount thereof.

5. (a) Payroll deductions provided for herein will be made by the Carrier only once a month, and then only in the second half of the month pay period. If earnings of an employe are insufficient to permit the full amount of deduction, no deduction will be made and the responsibility for collection shall rest with

the International Secretary-Treasurer of the Brotherhood. The following payroll deductions shall have priority over deductions for union dues, initiation fees and assessments (not including fines and penalties) as covered by Paragraph 1 of this agreement:

Federal, State and Municipal Taxes  
Garnishees and deductions under Court Orders  
Group Insurance  
Amounts due the Company  
Prior Valid Assignments

5. (b) This Agreement shall cease to apply to any employe who may be adjudicated bankrupt or insolvent under any applicable federal or state law.

6. In cases where no deduction is made from the wages of an employe in a particular payroll period due to insufficient funds or other reasons, the amounts not deducted shall not be added to the deduction lists for that employe for any subsequent payroll period.

7. (a) In consideration of the services described above, and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month 6¢ per employe from whom a deduction is made in such month, and remit to the International Secretary-Treasurer of the Brotherhood the balance due the Brotherhood.

7. (b) It is also agreed that if either party desires to change the charges provided in Section 7 (a), the matter will be the subject of negotiation on ten (10) days' written notice from either party to the other, without affecting the balance of this agreement.

8. Responsibility of the Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Insofar as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employe concerned.

9. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employe; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this agreement.

10. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

11. This agreement shall take effect on the first day of April, 1969.

12. Except as provided in paragraph 7 (b), this agreement will remain in full force and effect until changed as provided in the Railway Labor Act.

Signed at Huntington, West Virginia, this 1st day of April, 1969.

ACCEPTED

FOR THE EMPLOYEES:

B. F. McLaurin  
B. F. McLaurin, Eastern Zone Supervisor  
for International President C. L. Dellums,  
Brotherhood of Sleeping Car Porters

FOR THE CARRIERS:

M. E. Cridlin  
M. E. Cridlin, Assistant to  
Vice President - Labor Relations

(ATTACHMENT "A")

WAGE ASSIGNMENT AUTHORIZATION

To Auditor of Disbursements,  
The Chesapeake and Ohio Railway Company,  
Baltimore, Maryland

Name \_\_\_\_\_  
(last) (first) (middle initial)  
Home Address \_\_\_\_\_  
(street and number)  
\_\_\_\_\_  
(city or town)

Employee Identification No. \_\_\_\_\_  
Division \_\_\_\_\_  
Department \_\_\_\_\_  
Occupation \_\_\_\_\_

I hereby assign to the Brotherhood of Sleeping Car Porters that part of my wages necessary to pay my monthly union dues, assessments, and initiation fees (not including fines and penalties), as reported to The Chesapeake and Ohio Railway Company by the International Secretary-Treasurer, Brotherhood of Sleeping Car Porters, or his successors, in monthly statements, certified by him, as provided under the Check-Off Agreement entered into by and between the Organization and the Railway Company on April 1, 1969; and I hereby authorize the Railway Company to deduct from my wages all such sums and pay them over to such designated representative of the Organization in accordance with the said Check-Off Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one (1) year or upon the termination of the aforesaid Check-Off Agreement or upon the termination of the rules and working conditions' agreement between the Company and the Brotherhood, whichever occurs sooner.

(date) \_\_\_\_\_ 19 \_\_\_\_\_

(Signature) \_\_\_\_\_

(ATTACHMENT "B")

To Auditor of Disbursements,  
The Chesapeake and Ohio Railway Company,  
Baltimore, Maryland

Name \_\_\_\_\_  
(last) (first) (middle initial)

Home Address \_\_\_\_\_  
(street and number)

\_\_\_\_\_  
(City or Town)

Employee Identification No. \_\_\_\_\_

Division \_\_\_\_\_

Department \_\_\_\_\_

Occupation \_\_\_\_\_

Effective \_\_\_\_\_, I hereby revoke the Wage Assign-  
ment Authorization now in effect assigning to the Brotherhood of Sleeping Car  
Porters that part of my wages necessary to pay my monthly dues, assessments and  
initiation fees now being withheld pursuant to the Check-Off Agreement between  
the Brotherhood and The Chesapeake and Ohio Railway Company, and I hereby  
cancel the Authorization now in effect authorizing the Railway Company to  
deduct such monthly union dues, assessments and initiation fees from my wages.

(Date) \_\_\_\_\_ 19 \_\_\_\_\_

(Signature) \_\_\_\_\_

April 1, 1969 9/lb

File: SCP-2

Mr. B. F. McLaurin, Eastern Zone Supervisor  
Brotherhood of Sleeping Car Porters  
103 East 125th Street, Suite 710  
New York, New York

Dear Sir:

In connection with our discussion in conference, today, concerning rates of pay, rules and working conditions agreement to cover sleeping car porters.

This will confirm our understanding that the sleeping car porters involved will be covered by Group Policy, Contract GA-23000 of The Travelers Insurance Company for health and welfare benefits and life insurance benefits, in accordance with the terms and provisions of that contract.

Yours truly,

M. E. Cridlin  
Asst. to Vice President-Labor Relations



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY  
HUNTINGTON, WEST VIRGINIA 25718

M. E. CRIDLIN  
ASST. TO VICE-PRESIDENT--LABOR RELATIONS

April 1, 1969 9/1b

File: SCP-2

Mr. B. F. McLaurin, Eastern Zone Supervisor  
Brotherhood of Sleeping Car Porters  
103 East 125th Street, Suite 710  
New York, New York

Dear Sir:

In connection with our discussion in conference, today, concerning rates of pay, rules and working conditions agreement to cover sleeping car porters.

It is understood that the general agreement, entered into today, provides that sleeping car porters have system seniority. However, it was agreed there would be no bulletining of assignments as result of the formalizing of the general agreement, nor would employes be permitted to exercise their seniority from one former Pullman Company district to another former Pullman Company district until such time as a run or vacancy is bulletined in accordance with the rules of the general agreement.

It was also understood that employes in one former Pullman Company district (Washington or Cincinnati) would be permitted, as promptly as practicable, to select the run of their choice in that district in accordance with their seniority, and that request for such selection of a run must be made to proper Carrier representative on or before April 15, 1969.

If you concur in the above, please so indicate in the space provided below.

Yours truly,

*M E Cridlin*

M. E. Cridlin  
Asst. to Vice President-Labor Relations

I CONCUR:

*B. F. McLaurin*

B. F. McLaurin, Eastern Zone Supervisor  
for International President C. L. Dellums,  
Brotherhood of Sleeping Car Porters