

AGREEMENT

BETWEEN

SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)

AND ITS

CHAIR CAR PORTERS AND MAIDS

REPRESENTED BY THE

BROTHERHOOD OF SLEEPING CAR PORTERS

EFFECTIVE JULY 1, 1942

(Reprinted October 1, 1946, Including Revisions
effective as noted herein)

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between

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(Pacific Lines)

and its

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BROTHERHOOD OF
SLEEPING CAR PORTERS

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Permanent rate, effective December 1, 1952

Monthly Rate	Hourly Rate	Time & One-Half
\$287.78	\$1.40	\$2.10

Effective December 1, 1952:

Monthly Rate	Hourly Rate	Time & One-Half
\$316.48	\$1.54	\$2.31

Effective January 1, 1953:

Monthly Rate	Hourly Rate	Time & One-Half
\$314.43	\$1.53	\$2.29½

Effective April 1, 1953:

Monthly Rate	Hourly Rate	Time & One-Half
\$308.28	\$1.50	\$2.25

Effective October 1, 1953:

Monthly Rate	Hourly Rate	Time & One-Half
\$314.43	\$1.53	\$2.29½

Effective December 16, 1953:(10/1/53)

Monthly Rate	Hourly Rate	Time & One-Half
\$234.68	\$1.58	\$2.37

Effective December 1, 1955:

Monthly Rate	Hourly Rate	Time & One-Half
\$352.35½	\$1.71½	\$2.56 3/4

Effective December 16, 1953:(10/1/53)

Monthly Rate	Hourly Rate	Time & One-Half
\$324.68	\$1.58	\$2.37

Effective December 1, 1955:

Monthly Rate	Hourly Rate	Time & One-Half
\$352.35 $\frac{1}{2}$	\$1.71 $\frac{1}{2}$	\$2.56 $\frac{3}{4}$

Effective March 1, 1956:

Monthly Rate	Hourly Rate	Time & One-Half
\$346.86	\$1.69	\$2.53 $\frac{1}{2}$

Effective November 1, 1956:

Monthly Rate	Hourly Rate	Time & One-Half
\$367.36	\$1.79	\$2.68 $\frac{1}{2}$

Effective January 1, 1957:

Monthly Rate	Hourly Rate	Time & One-Half
\$366.86	\$1.79	\$2.68

Effective May 1, 1957:

Monthly Rate	Hourly Rate	Time & One-Half
\$373.01	\$1.82	\$2.73

Effective November 1, 1957:

Monthly Rate	Hourly Rate	Time & One-Half
\$397.61	\$1.94	\$2.91

Effective January 1, 1958:

Monthly Rate	Hourly Rate	Time & One-Half
\$396.81	\$1.93 $\frac{1}{2}$	\$2.90

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

**CHAIR CAR PORTERS
AND
MAIDS AGREEMENT**

It is hereby agreed by and between the SOUTHERN PACIFIC COMPANY, PACIFIC LINES (hereinafter referred to as the Company) and its Chair Car Porters and Maids represented by the BROTHERHOOD OF SLEEPING CAR PORTERS (hereinafter referred to as the Brotherhood), as follows:

Rule 1. These rules shall apply to all Chair Car Porters (which includes Parlor Car Porters) and Maids operating on trains (hereinafter referred to as Employee or Employees), in the service of the Company, under the conditions provided for.

RATES OF PAY

Rule 2. (a) Rates of pay applicable to employees referred to in Rule 1 shall be as follows:

Classification	Hourly Rate		
	Monthly Rate	Pro-rata	Over-time
Chair Car Porter	\$202.40	\$.8433	\$1.265
Maids.....	181.20	.755	1.1325
	253.95	1.239	1.8585
	232.75	1.135	1.7025

The hourly pro rata rates above (which are the basis for calculating the monthly and hourly over-time rates) are inclusive of the supplementary increase of one (1) cent an hour (\$2.40 per month), being paid as the equivalent of or in lieu of time

and one-half pay for time worked over forty (40) hours per week until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities, and thereafter until changed in accordance with the Railway Labor Act, as approved June 21, 1934.

(Changed by agreement of May 21, 1946; rates of pay effective May 22, 1946.)

Working Less than Full Month

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

BASIC MONTH'S WORK

205 **Rule 3.** (a) ~~Two hundred and forty (240)~~ hours credited work shall constitute a basic month's service. Where the credited hours on a regular assignment are less than ~~240~~ *225* hours per month, deduction shall not be made from the regular established monthly rate of pay.

Computing Time on Trip

(b) Time will be computed as continuous for each trip from time required to report for duty until released from duty with minimum credit of eight (8) hours each day on which one or more trips is made. A trip will be considered as having been worked on the day on which it started.

Deadhead Allowance

(c) Employees deadheading, under company instructions, shall be allowed credit therefor computed from time required to go on duty until time of arrival at destination.

Operating on Foreign Railroads

(d) Employees working on trains that require them to operate over foreign railroad, shall have their service time computed from time required to report for duty until released at end of trip, less time released for sleep enroute, as provided for in Rule 6(b).

HELD FOR SERVICE

Rule 4. An extra employe held for more than sixteen (16) hours at any away-from-home point shall, after expiration of such period of sixteen (16) hours, receive credit for the first eight (8) hours of each twenty-four (24) hour period following the expiration of the sixteen (16) hour period, or the portion of any such eight (8) hour period that he is so held.

OVERTIME

Rule 5. (a) Time actually worked in excess of two hundred forty (240) hours in a calendar month shall be paid for on the minute basis at one and one-half ($1\frac{1}{2}$) times the pro-rata hourly rate. Time paid for but not actually worked (such as but not limited to time intervening between the time preparatory work if any required is completed and the time of actually beginning work on train on which actual work is to be performed) shall not be considered as time worked within the meaning of this Section (a).

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

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

(Revised effective October 1, 1945.)

RELIEF PERIODS

Rule 6. (a) Not less than ninety-six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods or multiples thereof will be allowed at designated home terminal on assignments which do not permit of at least twelve (12) consecutive hours off duty at the home terminal in each forty-eight (48) hour period.

Sleep Period Enroute

(b) Except in emergencies, employes working on trains that require them to operate over foreign railroads, shall be released from duty for sleep for not less than four (4) nor more than eight (8) hours, between 9:00 P.M. and 5:00 A.M., each night while enroute. For such sleep period employe shall be provided with a place for sleeping.

CALLED OR NOTIFIED

Regular Assigned Employee

Rule 7. (a) A regular assigned employee required to perform service on layover or relief day, which is not a part of his regular assignment, will be compensated therefor in addition to compensation on regular assignment, under Section (b) of this rule.

Not Regularly Assigned Employee

(b) An employee, not regularly assigned, called and used to perform service shall be paid for actual time on duty, with a minimum of three (3) hours, if no other service is performed continuous therewith. An extra employee so used will not lose his turn on the extra board.

Called and Not Used

(c) An employee who is called, and reports for service, but who is not used, shall be paid for actual time so held with a minimum of two (2) hours. Extra employees so called shall not lose their turn on the extra board.

EXTRA BOARDS

First In, First Out

Rule 8. (a) Where extra boards are maintained, such extra employees thereon will be worked first in first out.

Arriving At Same Time

(b) In the event two or more extra employees arrive at the same time, they shall be placed on the extra board in the order of their seniority.

Increasing or Decreasing Board

(c) Prompt consideration will be given written request from local representative of the Brotherhood that the number of employes on extra boards be increased or decreased.

NOTE: Sections (a) and (b) of this rule shall not operate to prohibit the use of an employe of an away-from-home station in service towards his home station.

SENIORITY DATES—DISTRICTS— ROSTERS

Seniority Begins

Rule 9. (a) Seniority begins at the time employe's pay starts. Where the pay of two or more employes begins at the same time, employing officer shall promptly, in writing, designate the order in which their names shall appear on the seniority roster.

Seniority Districts

(b) Each point at which Chair Car Porters are employed will constitute a separate seniority district. This, however, shall not operate to prevent the assignment and use of such employes on or over more than one seniority district, or in through service, on another railroad, nor prohibit employes of other railroads, when operating in through service, from working on lines of the Company.

Seniority Rosters

(c) A seniority roster, for each seniority district, and for each class, i.e., (1) Chair Car Porters, and (2) Maids, showing the name of each employe who has acquired a seniority date, shall be prepared as

of January 1st, each year, and posted in places accessible to such employees. Not less than two (2) copies of such roster shall be furnished the local Brotherhood representative.

An employe shall have sixty (60) days from date name first appears on the roster to protest seniority date or relative standing on the roster, except if absent on leave or account sickness at time roster is posted, period of time from protest shall apply from date employe returns to duty. If no protest is made within the sixty (60) day period, change will not thereafter be made except for typographical or clerical errors.

POSITION ABOLISHED— REDUCTION OF FORCE

Position Abolished

Rule 10. (a) An employe whose position is abolished or who is displaced shall be privileged to displace a junior employe of the same seniority roster, provided employe has the required fitness and ability and request is made in writing within ten (10) days from date of such loss of position. If absent account sickness, or on leave of absence, the prescribed ten (10) days shall date from the time of reporting for duty.

Reduction of Force

(b) In reducing forces, seniority shall prevail in determining those of the seniority roster to be retained in the service.

An employe, who has been in the service ninety (90) days or more, and who is furloughed account reduction of force, or as result of being displaced, will have name carried on seniority roster, without the status of an employe, for twenty-four (24)

months, after which (unless recalled to service during the interim, under Section (c) of this rule), name will be eliminated from the seniority roster.

Furloughed Employees

(c) Employees who are furloughed will, within the limitation provided for in Section (b) and the requirements of Section (d) of this rule, be given preference in the order of seniority, over other applicants, when force is increased on the seniority district.

Keep Superior Advised of Address

(d) An employe who is furloughed, under conditions provided for in Section (b) of this rule, who desires to resume service when opportunity presents, must file with his superior officer, his address (including telephone number, if any) and renew same each sixty (60) days. Failure to renew the address each sixty (60) days, or to report for duty within ten (10) days after being so notified will cause forfeiture of seniority.

POSTING AND FILLING POSITIONS AND VACANCIES

Duration of 30 Days or More

Rule 11. (a) New positions, or vacancies in established positions, known to be of thirty (30) days duration or more, shall be promptly posted in places accessible to employes for period of ten (10) days in the seniority district, or districts, where they occur, as provided for in Rule 12.

Of Doubtful Duration

Such positions or vacancies that are of doubtful duration, need not be posted until expiration of thirty (30) days. Such positions, and those of less than thirty (30) days duration, will be considered as unassigned work.

Applications for Positions

(b) An employe who desires to be considered for a position or vacancy, posted under Section (a) of this rule, must file application in writing, with the designated officer of the Company within the prescribed ten (10) day period. Assignment will be made within ten (10) days following close of such period, and name of successful applicant promptly posted.

Schedule of Assignments, Posting

(c) Schedules of regular assignments, including layovers at each terminal, will be prescribed by the Company and posted at places accessible to those affected or concerned.

Changing Terminal, or Lay Over

(d) When the terminal of an assignment is changed, or lay-over at the home terminal is changed more than two (2) hours, the assignment so changed will be posted as provided for in Section (a) of this rule.

Seniority, Fitness and Ability

(e) The assignment of employes, to positions or vacancies posted under Section (a) of this rule, will be made on basis of seniority, fitness and ability; fitness and ability being sufficient, seniority will govern.

NOTE: If a senior applicant for a position is not assigned thereto, account not having sufficient fitness and ability, employe will be advised reason therefor, provided employe makes written request on supervising officer within five (5) days from date another employe was assigned to the

position. Following receipt of such advice, if the employe qualifies for the assignment within thirty (30) days from date other employe was assigned thereto, such employe will be privileged to displace the junior employe who was assigned under the posting involved; such qualifying and exercising of displacement privilege to be without expense to the Company.

FILLING POSITIONS

District Terminals

Rule 12. (a) San Francisco (3rd St.), Los Angeles, and Oakland, for purpose of application of this agreement, are designated as district terminals.

Division Terminals; Outside Points

(b) Sacramento, Ogden, Portland, Tucson, and El Paso are designated as division terminals. Intermediate stations into, or out of, which employes may work, are designated as outside points.

(Revised effective June 1, 1946.)

Between District Terminals

(c) Chair Car Porter assignments, created to operate between two district terminals, will, unless otherwise agreed to, be divided as nearly equal as practicable, between the employes of the two district terminals.

Employes of intermediate seniority districts will not participate in such assignments.

Between District and Division Terminals

(d) On assignments established to operate between a district terminal and a division terminal, employes available at the latter shall have the privilege of filling up to one-half of the positions.

Between Division Terminals

(e) Assignments established to operate between two division terminals will, as nearly as practicable, be equally divided between available employes of the two division terminals.

Between Terminal and Outside Point

(f) Assignments established to operate between a district terminal, or a division terminal and an outside point, will be filled by employes from the district, or division, terminal.

TRANSFERS BETWEEN SENIORITY DISTRICTS

Taking New Seniority Date

Rule 13. (a) Upon his written request, and with approval of Superintendents involved, an employe may transfer from one seniority district to another, taking seniority date in the district to which transferred as of the date of approval of the transfer. An employe so transferred will relinquish seniority in the district from which transferred.

To Protect Seasonal Work

(b) Employes transferred to other seniority districts to work on seasonal runs, or to fill other temporary assignments, shall retain and continue to accumulate seniority in the district from which transferred. They shall rank as junior to all employes in the district to which transferred, and shall not establish seniority in such district. Except when necessary to meet service requirements, employes will not be required to accept such temporary transfers.

LEAVE OF ABSENCE

Brotherhood Representatives

Rule 14. (a) Members of General or Local Committees, representing employes covered by this agreement, will be granted leave of absence without unnecessary delay, and without loss of seniority.

Employees; Sick Leave

(b) Employes may be granted leave of absence, limited, except in case of personal illness or other physical disability, to ninety (90) calendar days in any one (1) year, without loss of seniority. Longer leave of absence, with retention of seniority, may be arranged for by agreement between employing officer and Brotherhood representative. If in excess of thirty calendar days, leave of absence must be in writing.

Failure to Report

(c) An employe who fails to report for service at the expiration of his leave of absence, or furnish satisfactory reason for having failed to do so, will forfeit seniority.

WITNESS SERVICE

Rule 15. An employe required by the Company to attend Court or to appear as a witness for the Company will be furnished necessary transportation and shall receive credit for eight hours for each twenty-four (24) hour period (actual time up to eight (8) hours for less than twenty-four (24) hour period) while in such service, and in addition, necessary actual expenses while away from home terminal.

TRANSPORTATION; PASSENGER, FREIGHT

By Direction of Management

Rule 16. (a) Employes transferred by direction of the Management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal laws.

Members of Committee

(b) Employee members of committee will, for purpose of representing employes covered by this agreement, be granted the same consideration in matter of passenger transportation as is accorded employee members of committees when representing employes in other branches of the service.

SUPERVISORY POSITIONS

Rule 17. An employee promoted to a supervisory position with the Company, or who is on leave of absence serving as an officer of the Brotherhood (when such service is in connection with this agreement) will retain and continue to accumulate seniority on the roster on which his name appeared when taking such position. Upon returning to service he may exercise displacement privileges as provided for in Rule 10.

APPLICATION FOR EMPLOYMENT

Rule 18. Applicants for employment, who enter the service, shall be accepted or rejected within ninety (90) days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employe, but this shall not operate to prevent the removal from

service of such applicant if, subsequent to the expiration of the ninety (90) days, it is found that false information was given by the applicant in his application for employment.

DISCIPLINE; HEARINGS

Rule 19. (a) The right of the Company to discipline, suspend, or dismiss an employe for good and sufficient reasons, and the right of the employe who has been disciplined or dismissed to have a fair and impartial hearing if he so desires, are both recognized.

Advice of Discipline

(b) An employe disciplined or dismissed will be promptly advised in writing of the specific reason or cause for such action. If dissatisfied, the employe shall, upon filing written request within ten (10) days of the date of such notice of discipline or dismissal with the officer who signed the notification of discipline or dismissal, be given a fair and impartial hearing within ten (10) days of the date of such written request, unless an extension of time is mutually agreed to. A decision will be rendered within ten (10) days after close of hearing.

Hearings; Representation; Witnesses

(c) The hearing will ordinarily be held at the headquarters of the representative of the Company conducting the hearing, or at a place best suited to a development of all of the facts in the case. When the place of hearing is not the home terminal of the employe, he will be furnished transportation to and from the home terminal and the place at which the hearing is to be held. It shall be confined to matters concerned with, leading up to, or related to the offense or occurrence for which the employe had been disciplined or dismissed.

The employe may be represented by an employee of his choice coming within the scope of this agreement of the same seniority district, or by the local representative of the Brotherhood, and if desired, may select not to exceed three (3) employees as witnesses, at no expense to the Company. A stenographic record of the testimony of the hearing shall be prepared by the Company.

Transcript of Testimony

(d) A copy of the transcript of testimony of the hearing will be promptly furnished upon request to the employee, or to the local representative of the Brotherhood.

Right of Appeal

(e) The right of appeal in regular order to the highest officer of the Company designated to handle such matters is conceded, providing written notice of such appeal is filed by the employee, or his representative, with the officer who rendered the decision within twenty (20) days of the date of such decision, and the appeal is submitted to the next higher officer designated by the Company to handle such appeals within ten (10) days of the date of the notice of appeal.

If Charge Not Sustained

(f) If the final decision does not sustain the charge, it shall be stricken from the record, and in the case of suspension or dismissal, the employee shall be reinstated with seniority unimpaired and paid for net wage loss, if any, unless otherwise agreed to by the Company and the Brotherhood.

Further Appeal Under Railway Labor Act

(g) Any further appeal under the provisions of the Railway Labor Act shall be taken within

thirty (30) days from date of final decision by the highest officer designated by the Company.

Employees of Less than 90 Days Service

(h) The provisions of this rule shall not apply to an employe who has been in the service of the Company for less than ninety (90) days.

COMPLAINTS OF IMPROPER TREATMENT

Rule 20. Prompt consideration and inquiry will be given by the proper officers of the Company to any written complaint from an employe, or for him through his representative, who feels that he has received unjust treatment, providing the cause or subject of the complaint is definitely outlined in the written notice. The right of appeal to the highest officer of the Company designated to hear appeals is recognized.

DISALLOWED TIME

Time Limitation

Rule 21. If time as claimed is for any reason disallowed, the employe will be promptly advised in writing and the reason given. A time claim must be made in writing within sixty (60) days from date employe receives his pay check for period involved; otherwise claim will not be considered.

HANDLING OF CLAIMS

Appealed Claims Must Include All Facts

Rule 22. (a) When a claim, disallowed under Rule 21, is submitted to the designated officer of the Company by the local representative of the Brotherhood, it shall be in writing, and shall include a statement of facts together with reference to the agreement rule that it is alleged supports the contention made.

Conference If Requested

(b) If the claim is not allowed by the designated officer of the Company, he shall, within fifteen (15) days, in writing advise the local representative of the Brotherhood the reason therefor. If conference is requested, it shall be granted without unnecessary delay, ordinarily within ten (10) days, and decision rendered within fifteen (15) days following the conference.

Appeal From Initial Decision

(c) Decision of the officer who initially ruled upon the claim, under Section (b), may be appealed in writing by the local representative of the Brotherhood to the next higher designated officer of the Company within twenty (20) days from date of the last decision provided for in that section; copy of such notice of appeal to be furnished the officer whose decision is appealed.

Additional Appeals

(d) Similarly, and within the same time limitation, appeals may be made in turn, by the designated officer of the Brotherhood, to higher officers up to and including the highest officer designated by the Company (or his authorized representative) to hear such appeals. Each such Company officer who receives such notice of appeal will, as promptly as practicable (ordinarily within fifteen (15) days), consistent with any necessary conferences and his proper consideration of all of the facts, render his decision.

Further Action

(e) If further action is desired, following receipt of decision of the highest officer of the Company (or his authorized representative) as provided for in Section (d), proceedings must be instituted within ninety (90) days from date of such decision.

INABILITY TO REPORT FOR DUTY

Rule 23. (a) An employee who is unable to report for duty will notify superior officer as much in advance of the reporting time as possible. If not possible to so notify superior officer in advance of time required to report for duty, satisfactory reasons therefor must be given in writing.

DATE EFFECTIVE AND CHANGES

Rule 24. This agreement becomes effective July 1, 1942, and shall continue in effect for one (1) year and thereafter until changed as provided for herein, or under the provisions of the Railway Labor Act. Should either party to this agreement desire to revise or modify these rules, thirty (30) days advance written notice, stating the proposed changes desired, shall be given by either party hereto to the other. The provisions of this agreement are subject to any subsequent Federal or State legislation or regulations.

Signed at San Francisco, Calif., this 25th day of May, 1942.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:

A. PHILIP RANDOLPH,
International President.

Per

C. L. DELLUMS
International Vice-President.

FOR SOUTHERN PACIFIC COMPANY: (Pacific Lines)

J. G. TORIAN
Manager of Personnel.

*Supplement to the Agreement between Southern Pacific Company (Pacific Lines) and its Chair Car Porters and Maids represented by Brotherhood of Sleeping Car Porters effective July 1, 1942.

VACATIONS

(a) Effective with the calendar year 1945 an annual vacation of seven (7) consecutive days (time allowance not to exceed a total of fifty-six (56) hours) shall be granted chair car porters and maids who have qualified therefor by having rendered not less than one thousand seven hundred and twenty-eight (1728) hours of compensated service on such positions during the preceding calendar year.

(b) Effective with the calendar year 1946 an annual vacation of fourteen (14) consecutive days (time allowance not to exceed a total of one hundred twelve (112) hours) shall be granted chair car porters and maids who have qualified therefor by having rendered not less than one thousand seven hundred and twenty-eight (1728) hours of compensated service on such positions during the preceding calendar year and who have five (5) or more years of continuous service as chair car porter or maid, and who, during such period of continuous service, rendered not less than one thousand seven hundred and twenty-eight (1728) hours of compensated service on such positions in each of five (5) of such years, not necessarily consecutive.

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

(d) An employe who receives a vacation under (a) above shall be compensated for fifty-six (56) hours at the straight time hourly rate. An employe who receives a vacation under (b) above shall be compensated one hundred twelve (112) hours at the straight time hourly rate.

(e) Vacation time shall not break the number of hours constituting a basic month's work and such vacation time shall be included in computing the time allowance for the calendar month.

✓ (f) An employe who has qualified for a vacation and does not receive such vacation during the calendar year shall be compensated in lieu thereof the applicable allowance provided in (d) above not later than the second pay roll period of the following year.

(g) The vacation period of an employe occupying a regular position shall begin on a date on which his regular tour of duty normally commences; however, after such vacation period begins the layover days of such regular position shall be counted as part of the vacation.

(h) Employes must report for service at their designated terminals on the day following the last day of their vacation. Employes returning from vacations who occupied regular positions at the time such vacation started may be used at the option of the company in extra or relief service pending return to their regular positions.

(i) Vacation shall not be accumulated or carried over from one vacation year to another.


(j) The absence of an employe on vacation shall not be considered as a vacancy, temporary or otherwise, in applying agreement rules and whether or

not the position of the vacationing employe shall be filled is an option reserved exclusively to the company.

(k) No vacation with pay or payment in lieu thereof shall be due an employe whose employment relationship has terminated prior to the taking of his vacation, except that employes retiring under the provisions of the Railroad Retirement Act shall receive payment for vacations due during the calendar year in which they retire.

(l) This rule on vacations shall be effective with the calendar year 1945 and be in full force and effect thereafter, subject to not less than seven (7) months' notice in writing (which notice, however, cannot be served prior to 1947) by either party of desire to change or cancel this rule as of the end of the calendar year.

*Extract from agreement by the parties to the agreement dated May 25, 1942, signed at San Francisco, California, on September 6, 1945.

northern california
 CENTER
FOR AFRO
AMERICAN
HISTORY
AND LIFE

ARCHIVES
COLLECTION