

INTERIM AGREEMENT

between

**NATIONAL RAILROAD
PASSENGER CORPORATION**

and

BROTHERHOOD OF SLEEPING CAR PORTERS



#10 = 4.26
 420 = 4.37
 430 = 4.47
 440 = 4.58
 450 = 4.68

$$\begin{array}{r} 410 \\ \hline 1640 \\ 410 \\ \hline 4264 \end{array}$$

$$\begin{array}{r} 420 \\ \hline 1680 \\ 420 \\ \hline 4340 \end{array}$$

$$\begin{array}{r} 430 \\ \hline 1720 \\ 430 \\ \hline 4470 \end{array}$$

$$\begin{array}{r} 440 \\ \hline 1760 \\ 440 \\ \hline 4580 \\ 450 \\ \hline 1800 \\ 450 = 4.684 \end{array}$$

$$\begin{array}{r} 410 \\ \hline 1640 \\ 410 \\ \hline 4.264 \end{array}$$

$$\begin{array}{r} 420 \\ \hline 1680 \\ 420 \\ \hline 4378 \end{array}$$

$$\begin{array}{r} 430 \\ \hline 1720 \\ 4.43 \\ \hline 4.603 \end{array}$$

$$\begin{array}{r} 440 \\ \hline 1760 \\ 4.44 \\ \hline 4.624 \end{array}$$

INTERIM AGREEMENT

between

NATIONAL RAILROAD PASSENGER CORPORATION

and

BROTHERHOOD OF SLEEPING CAR PORTERS

The terms and conditions of the following Interim Agreement shall apply to the employees represented by the Brotherhood of Sleeping Car Porters pending negotiation of a national collective bargaining agreement:

A. Employee Classification

Sleeping Car Service Attendant (Sleeping Car Porter)

B. Rate of Pay

\$4.10 plus 10¢ per hour each 6 months for a period of 2 years - maximum \$4.50 per hour.

(NOTE: Affected railroad employees accepting employment at the time of assumption of function will be given credit for railroad service in determining starting rate of pay)

C. Guaranteed Hours

1. The basic monthly rate of 180 hours shall be guaranteed for regular assigned employees who do not lay-off on their accord and are ready for service the entire month.
2. Regular employees who lay-off or who are not otherwise available for service when required, shall have their guarantee reduced by the actual amount of earnings lost due to laying-off or non-availability for service.
3. Extra employees are not subject to the monthly guarantee.
4. Employees will be guaranteed at least 4 calendar days off duty at their home terminal per month.
5. Extra employees who work assignments requiring layover away from their terminal will be guaranteed 8 hours for each such layover day; however, such compensation will only be credited in months in which his earnings do not exceed 180 hours.

D. Overtime

Time worked in excess of 180 hours will be considered overtime and will be paid overtime at straight time rate for hours in excess of 180 hours up to 190 hours. Time worked in excess of 190 hours will be paid at time and a half.

E. Hours of Service

1. Employees time will run continuous for time on duty until released from duty at the completion of their trip, with a minimum of eight (8) hours pay for each trip, exclusive of time off duty. (The eight hours per trip guarantee shall be computed from time

on duty at the home terminal until return to home terminal unless employee has four or more hours off duty at his away-from-home terminal, in which case the eight hour guarantee shall apply to both the going and returning trip.)

2. An employee assigned by the Corporation to attend an investigation as a Company witness will be paid a minimum of 4 hours at the straight time rate for four hours or less service and actual time for service in excess of 4 hours.

3. An employee who is called and reports to perform service which is not continuous with the bulletined hours of his regular assignment, will be paid a minimum of 4 hours at the straight time rate for four hours or less service and actual time for service in excess of 4 hours. Extra employees who are called and report to perform service will be paid a minimum of 4 hours at the straight time rate for 4 hours or less service and actual time for service in excess of 4 hours.

F. Lodging - Time Off Duty

Lodging will be provided by the Company at authorized hotels or motels at away-from-home terminal or layover points when total time off duty exceeds four (4) hours. When sleeping or dormitory car service is provided and on-board personnel are released from duty between 9:00 P.M. and 6:00 A.M., such time will be considered as time off duty. Continuous time will be allowed while waiting for sleeping facilities if such facilities are not available when released from duty.

G. Deadheading

(a) When employees are instructed to deadhead, the time consumed in deadheading, computed from time designated to report to arriving time will be counted as service hourage, except that rest periods not exceeding eight (8) hours during the period 9:00 P.M. to

6:00 A.M. where sleeping accommodations are provided shall not be included as service hourage. Employees who are authorized to deadhead shall work when required by the management. Employees will not be paid for deadheading in the exercise of seniority.

(b) Employees will be given a letter authorizing them to be provided with meals in dining cars and sleeping accommodations.

H. Leave of Absence

(1) Employees will be granted reasonable leaves of absence when they can be spared without interference to the service. Except for physical disability or as otherwise provided in this Rule, leaves of absence in excess of ninety (90) days in any calendar year shall not be granted unless by agreement between the officer designated by the Company and the designated representative of the Organization.

(2) An employee absent on leave who engages in other employment shall forfeit his seniority and be considered out of service, unless special arrangements shall have been made with the official granting the leave of absence and the designated representative of the Organization.

(3) An employee who fails to report for duty at the expiration of leave of absence shall forfeit his seniority rights and be considered out of service unless the employee presents sufficient proof that circumstances beyond his control prevented such return. In such case, the leave will be extended to include the delay.

(4) Employees granted a leave of absence of five (5) or more days desiring to return from such leave before the expiration thereof shall be permitted to do so upon forty-eight (48) hours written advance notice to the supervisor with copy to the designated representative of the Organization.

(5) An employee of the Company who becomes a full-time duly accredited representative of employees of the Company or is employed exclusively by the Union shall be considered on leave of absence until thirty (30) days after release from such employment.

(6) Other duly accredited representatives of the employees shall be granted necessary time off for investigations, consideration and adjustment of grievances, negotiations, or to attend meetings of employees.

(7) Employees accepting temporary service with the Association of American Railroads, Railroad Retirement Board, National Railroad Adjustment Board, Federal Railroad Administration, and employees elected to public offices, shall be considered on leave of absence retaining their employment relationship with the Company until thirty (30) days after release from such temporary service, unless seniority rights are exercised during this period.

(8) An employee retired under the disability provisions of the Railroad Retirement Act shall retain seniority until he attains the age of sixty-five (65) years, but the position vacated by him, if not abolished, will be bulletined for permanent appointment. Should he recover sufficiently to resume service prior to attaining the age of sixty-five (65) years, he shall be permitted to exercise seniority.

(9) An employee requesting leave of absence on account of maternity will furnish her supervisor with a physician's certificate attesting that she is pregnant and indicating the anticipated date of birth. She will thereupon be granted a maternity leave of absence which shall commence no later than sixty (60) calendar days prior to the

anticipated date of birth and shall expire sixty (60) calendar days after the termination of the pregnancy. Upon request, the employee will be granted a further leave of absence not to exceed thirty (30) calendar days.

(10) An employee returning after leave of absence, sick leave, military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service on covered, official, excepted or partially excepted positions, who has been absent from his regular assigned position one hundred and eighty (180) consecutive days or less, may resume the last position to which assigned, provided it has not been abolished or filled by a senior employee in the exercise of displacement rights or may, upon return or within seven (7) days thereafter, exercise displacement rights on any position bulletined during his absence.

(11) An employee whose permanent assignment has been abolished or filled by a senior employee in the exercise of displacement rights, or who has been absent from his regular assigned position in excess of one hundred and eighty (180) consecutive days may, upon return or within seven (7) days thereafter, exercise displacement over any junior employee. Other employees displaced under this Rule may exercise displacement over junior employees.

I. Vacation

The National Vacation Agreement will be applied and the current railroad service of directly affected railroad employees accepting employment at the time of assumption of function will be credited and combined with Amtrak service which shall be considered as service with a single employer when determining length of vacation.

J. Health & Welfare

Employees and their dependents will be granted hospital, medical, surgical and life insurance as provided in Travelers Group Policy GA 23000. Affected railroad employees accepting this employment currently covered by contract GA 23000 will be covered without the initial waiting period. Those employees covered by a railroad hospital association will be insured for both the employee and dependent benefits under GA 23000.

K. Meals

(1) On-board meals will be provided at no cost to employees, but will only be the meals authorized by the Company. Certain expensive items may be excluded from the authorized list. Employees, while being served on the diner will not occupy space to the discomfort of patrons.

(2)(a) When employees are released at a point other than their home terminal for a period of eight or more hours, they will be

reimbursed for the cost of meals not provided by the Company up to the amounts described below for the designated meal periods which fall during the release period:

7:00 A.M. to 9:00 A.M. - \$1.50 (Breakfast)
11:00 A.M. to 1:00 P.M. - \$2.00 (Lunch)
5:00 P.M. to 7:00 P.M. - \$3.50 (Dinner)

It is understood that when meals are provided by the Company, no reimbursement will be made for such meals. Where there is uncertainty as to whether meals will be provided by the Company, the employee must secure the authority of the service director or person in charge in order to be entitled to reimbursement for such meal.*

*NOTE: If, for example an employee is to report during or immediately following one of the meal periods, he must ascertain whether a meal will be provided after reporting or whether he should secure his own meal prior to reporting.

(2) (b) Employees required to travel to an outside point at the direction of the Company to attend court or appear as a witness at investigations or hearings, and employees who are required to travel from their headquarters to an outside point to perform temporary Company service (other than relief assignments or vacancies) shall be allowed:

1. When the distance is 60 miles or more from their headquarters, not to exceed \$2.00 for breakfast, \$2.50 for lunch, and \$4.50 for dinner, plus single room accommodation designated by the Company, or
2. When the distance required to travel is more than thirty (30) but less than sixty (60) miles from their headquarters shall be allowed meal expenses incurred not to exceed two meals per day with a maximum of \$6.50 per day.

L. Uniforms

The Corporation will continue to provide uniforms in the same manner as the employees present employing carrier until such time as Corporation adopts a policy on uniforms. When Amtrak adopts a uniform policy, employees covered by this Agreement will receive uniforms at least the equal of those provided to other crafts employed by Amtrak.

M. On-Train Working Conditions

The employees will work under the direction and supervision of the highest ranking Amtrak employee assigned to the train.

N. Terminals, Seniority, Bulletins & Assignments

(a) Before designating crew bases, the Corporation shall consult fully with the organization and shall give consideration to the organization's position.

(b) Seniority - Seniority of affected railroad employees shall be recognized by Amtrak and seniority rosters will reflect prior railroad or Amtrak service. A Crew base will constitute a seniority district.

- (c) 1. New permanent positions and vacancies known to be more than 30 days duration shall be bulletined within five (5) days.
2. Temporary positions and vacancies not known to be more than 30 days duration shall be bulletined upon the expiration of 30 days from date they occur.
3. Bulletined positions will show position and description of assignment including the schedule of hours to be worked and the layover at home or away-from-home terminals. These bulletined positions shall be posted at the home terminal and at all layover points in the District for a period of ten

(10) days and will be awarded within 10 additional days.

4. Bid application forms supplied by Amtrak shall be filled out in duplicate by the employee making application for bulletined position. The original and the copy shall be submitted to designated representative of management and the carbon copy, bearing the signature of designated representative of management, shall be returned to the employee.
 5. An application from an employee for the position he has just vacated by bidding on another position, shall not be allowed.
 6. The successful applicant for a bulletined position must pick up the position awarded him within five days after arrival at his home terminal following the awarding of the position. If he does not do so then position will be awarded to the next Senior applicant. Failure to pick up award preclude illness, vacations and authorized leave.
 7. Displacement rights must be exercised within 10 calendar days.
 8. Extra Boards will operate on a first-in first-out basis.
- O. Physical Examination
- All employees shall be required to pass standard physical examinations as prescribed by the Corporation. Physical examinations given affected railroad employees by their employing railroad within the past 30 days will be accepted for consideration by the Corporation.
- P. Holiday Pay
- The hourly rates of pay set forth above includes the holiday pay as computed in the National Holiday Agreement, therefore, no holiday pay will be allowed in addition to regular earnings.
- Q. Away-From-Home Terminal Turn-Around Time
- At the away-from-home terminal if the employee is not released from duty for a period of 4 hours or more such time will be continuous.

R. Compulsory Retirement

Retirement will be compulsory at the end of the month following the month in which an employee reaches his 65th birthday.

S. Claims and Grievances

(a) All claims or grievances other than those involving Discipline must be presented in writing by or on behalf of the employee involved, to the supervisor designated by the Corporation within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the supervisor shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or the representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be made within sixty (60) calendar days from receipt of notice of disallowance. Failing to comply with this provision, the claim or grievance shall be considered closed. If the officer to whom the appeal is made fails to render a decision in writing within sixty (60) calendar days of date of appeal, the claim or grievance shall be allowed as presented.

(c) The requirements outlined in Sections (a) and (b) pertaining to appeal by the employees and decision by the Company shall govern in appeals taken to each succeeding official, except in cases of appeal taken from the decision of the Director of Labor Relations. A claim or grievance that is disallowed after appeal to the Director of Labor Relations may be referred to a Public Law Board established

under the provisions of Section 3, Second of the Railway Labor Act, provided such proceedings are initiated within nine (9) months from the date of the decision of the Director of Labor Relations.

(d) The time limits set forth in this Rule may be extended by mutual agreement in writing.

(e) Claims or grievances which are allowed or barred on account of failure to comply with the time limits set forth in this Rule shall not constitute a precedent or waiver of contention by either party as to other claims or grievances.

(f) This Rule recognizes the right of duly accredited representatives to file and prosecute claims and grievances for and on behalf of the employees.

T. Discipline

(a) An employee who has been in service more than sixty (60) calendar days shall not be disciplined or dismissed without a fair and impartial investigation, unless such employee shall accept such dismissal or other discipline in writing and waive formal investigation. The employee may be held out of service pending such investigation if his retention in service could be detrimental to himself, another person, or the Company.

(b) An employee and his representative shall be given written notice in advance of the investigation, such notice to set forth the specific charge or charges against him. No charge shall be made that involves any offense of which the Company has had actual knowledge thirty (30) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) days of the final judgment. The investigation shall be held at the city of employment within ten (10) calendar days

of the date when notified of the offenses or held from service. At such investigation, the employee may be assisted by an employee of his choice or by one or more representatives of the organization party hereto. A decision will be rendered by the investigating officer within ten (10) calendar days after completion of investigation.

(c) An employee (or his representative) dissatisfied with the decision shall have the right to appeal to the next higher designated officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within thirty (30) calendar days of the date of the decision. A decision will be rendered by the higher designated officer within thirty (30) calendar days from the date the appeal is received or the date of conference, whichever is later. Any appeal from such decision shall be made to the Director of Labor Relations.

(d) An appeal to the Director of Labor Relations must be made by the employee or his duly accredited representative within thirty (30) calendar days of the date of such decision. A conference on the appeal shall be held between the Director of Labor Relations and the designated representative of the Organization within thirty (30) calendar days of the date of appeal. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of conference. Any appeal from the decision of the Director of Labor Relations must be made to a proper tribunal, as established under the provisions of this agreement, within ninety (90) days of the date of such decision.

Notification to the Director of Labor Relations, within ninety (90) calendar days from date of his decision, of intent to appeal shall

be considered as timely when such appeal is to be heard by a Public Law Board.

(e) A copy of the investigation transcript together with copy of any documents placed in the record at the investigation shall be promptly furnished the employee and his representative.

(f) If the final decision decrees that the charges against the employee are not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employee shall be reinstated and compensated for all time lost, less the amount he earned while out of service.

(g) The time limits of this Rule shall not apply to requests for leniency.

(h) The time limits set forth in this Rule may be extended by mutual agreement in writing.

NOTE: Affected railroad employees accepting employment at the time of assumption of functions will be given credit for railroad service in computing length of service in (a) of this Rule.

U. Sick Leave

Amtrak will provide, within 30 days of the date of this Agreement, a "Supplemental Sickness Benefit Plan" which compares favorably with the plan negotiated in the May 21, 1973 Agreement with the National Railway Labor Conference.

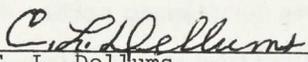
V. Union Shop - Dues Deduction

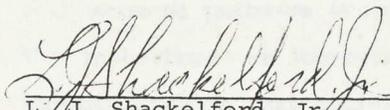
The Union Shop - Dues Deduction Agreement attached as Appendix "A" is made a part of this Agreement.

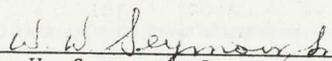
Effect of this Agreement

This agreement shall become effective on November 3, 1973,
and shall remain in effect until changed by mutual agreement
of the parties or in accordance with the provisions of the Rail-
way Labor Act, as amended.

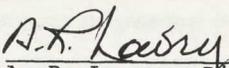
FOR THE BROTHERHOOD OF SLEEPING
CAR PORTERS:

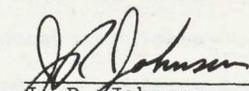

C. L. Dellums
International President


L. J. Shackelford, Jr.
International Vice President


W. W. Seymour, Sr.
International Secretary-Treasurer

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:


A. R. Lowry - Director
Labor Relations


J. R. Johnson
Labor Relations Officer

AGREEMENT
between
THE BROTHERHOOD OF SLEEPING CAR PORTERS
and
THE NATIONAL RAILROAD PASSENGER CORPORATION

Attachment "A"
Union Shop-Dues
Deduction:

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of one of the Organizations party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such Organization; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

2(a). Employees who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction 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 as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required

to become and remain members in good standing in the Organization within thirty (30) days from date of their return to such service.

(b). The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.

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

4(a). The Company will furnish to the Organization information with respect to the employment status of employees represented by it, and which information is pertinent to the administration of this agreement. The Organization will notify the Company in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Company will, as promptly as possible but within ten (10) calendar days of such receipt, so notify the employee concerned

in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Company in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Company 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 Company is rendered. In the event the employee concerned fails to request a hearing as provided herein, the Company shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Company and the Organization agree otherwise in writing.

(b). The Company shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization

shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. If the decision of the Company is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Company designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c). If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this agreement the Organization or the employee involved requests such highest officer in writing 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 Company designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Company, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Organization shall be promptly advised thereof in writing. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Company and the Organization. If the position of the employee is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Organization and the employee.

(d). Time limits specified in this Section may be extended in individual cases by written agreement of the Company and the Organization.

(e). The Organizations shall notify the Company in writing of the title(s) and address(es) of their officers or representatives who are authorized to serve and receive notices described in

this Section. The Company shall notify the Organizations of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. The Company shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Company and the designated representative of the Organization. The Company may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the Organization's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employee whose employment and seniority is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.

7. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company 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 Company against any and all liability arising as the result of such improper, unlawful, or

unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by employees whose seniority and employment are terminated by the Company under the provisions of this Agreement.

PAYROLL DEDUCTION:

8. Subject to terms and conditions hereinafter set forth, the Company will deduct from the wages of employees, membership dues, initiation fees and assessments (excluding fines and penalties) whenever applicable each month, all of which as may be uniformly required as a condition of the employees acquiring or retaining membership in the Organization and upon their written and unrevoked authorization on the form (Individual Authorization Form) agreed upon by the parties hereto, copy of which is attached and made a part hereof.

The designated representative of the Organization shall promptly notify in writing the Officer or Officers designated by the Company of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated Officer or Officers of the Company, the individual authorization forms as provided for herein.

9(a). Individual authorizations to be effective for a particular month must be in the possession of the Company not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.

(b). The designated representative of the Organization shall furnish to the Company an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, not later than the fifth (5th) day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.

10. Said deductions will be made only from wages earned in the first pay period of each month and shall be remitted by check to the officer designated by the Organization not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the names of the employees for whom deductions were made, the amount of the deductions and the total amount of money deducted. If the earnings of the employees are insufficient in the first pay period of the month

to permit the full amount of the deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employee, said excess or shortage will be subject to adjustment by the Organization and the individual employee.

11. The following payroll deductions will have priority over the deductions covered by this Agreement:

Federal, state and local taxes.

Other deductions required by law and court orders.

Amounts due Company.

12. The deductions provided for herein shall not be effective with respect to any individual employee until the Company has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Company under this arrangement shall be limited to remitting to the Organization the amount actually deducted from wages of employees pursuant hereto and the Company shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization,

and any complaints against the Company in connection therewith shall be handled by the Organization on behalf of the employee concerned.

14. The organizations shall indemnify and save harmless the Company from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Company pursuant to this Agreement, except for remitting to the Organizations the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the Company in defending suits by employees as a result of the Company's action under this Agreement.

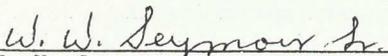
15. In the event of a change in representation of employees now represented by the Organizations, this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

Effective this 3rd day of November, 1973.

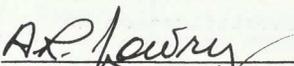
FOR THE BROTHERHOOD OF SLEEPING
CAR PORTERS:


C. L. Dellums
International President


L. J. Shackelford, Jr.
International Vice President


W. W. Seymour Sr.
International Secretary-Treasurer

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION:


A. R. Lowry - Director
Labor Relations


J. R. Johnson
Labor Relations Officer

INDIVIDUAL AUTHORIZATION FORM
FOR DEDUCTION OF FEES, DUES, AND ASSESSMENTS

I hereby assign to the Brotherhood of Sleeping Car Porters that part of my wages necessary to repay my monthly union dues, initiation fees and assessments (not including fines and penalties) as reported to the National Railroad Passenger Corporation by the designated officer of the Organization as provided in the Agreement entered into by and between the Organization and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the International Secretary-Treasurer, Brotherhood of Sleeping Car Porters, 5253 Thrill Place, Denver, Colorado, 80207.

This authorization may be revoked by the undersigned in writing after the expiration of one (1) year or upon the termination date of the Union Shop-Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement, whichever occurs sooner.

Type or Print in Ink

Name _____
Last First Middle Initial

Home Address _____
Street and Number

_____ City or Town State Zip Code

Date _____

Employe Identification No. _____

Social Security No. _____

Occupation (Position Title) _____

Location _____

Signature _____

Lodge No. _____



November 15, 1973

Mr. C. L. Dellums
International President
BROTHERHOOD OF SLEEPING CAR PORTERS
1716-18 Seventh Street
Oakland, California 94607

Dear Mr. Dellums:

The signing of the Interim Agreement reached this date between the Brotherhood of Sleeping Car Porters and the National Railroad Passenger Corporation does not in any way indicate that the Brotherhood has abandoned its claim to represent the service attendants working in coaches, chair and parlor cars.

It was understood and agreed that the parties would continue to discuss this representation dispute and if such discussions fail to resolve it, the Brotherhood reserves the right to pursue its objective through the procedures of the Railway Labor Act.

Yours truly,

A handwritten signature in dark ink that reads "A. R. Lowry". The signature is written in a cursive style with a prominent initial "A".

A. R. Lowry
Director of Labor Relations

Accepted:

A handwritten signature in dark ink that reads "C. L. Dellums". The signature is written in a cursive style with a prominent initial "C".

C. L. Dellums
International President

northern california
CENTER
FOR AFRO
AMERICAN
HISTORY
AND LIFE

ARCHIVES
COLLECTION