

A G R E E M E N T

BETWEEN

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY  
(Southern Region and Hooking Division)

AND

TRAIN PORTERS

REPRESENTED BY THE

BROTHERHOOD OF SLEEPING CAR PORTERS

-----

RULES GOVERNING RATES OF PAY  
AND WORKING CONDITIONS

Effective August 1, 1955  
As Revised to May 1, 1965

INDEX

	Rule
Bulletins, Changes in Assignments, etc. . . . .	11
Called and Cut Off . . . . .	4
Court Attendance . . . . .	7
Deadhead . . . . .	6
Discipline and Appeal . . . . .	13
Effective Date and Duration . . . . .	19
Extra Work and Extra Lists . . . . .	5
Health and Welfare . . . . .	17 <sup>1</sup> / <sub>2</sub>
Holidays . . . . .	16 <sup>1</sup> / <sub>2</sub>
Hours of Service and Overtime . . . . .	3
Leave of Absence . . . . .	10
Rates of Pay . . . . .	2
Reduction in Forces . . . . .	12
Seniority . . . . .	8
Seniority, Retention of . . . . .	9
Scope . . . . .	1
Shortages . . . . .	15
Time Limit on Claims . . . . .	14
Transportation . . . . .	16
Uniforms and Caps . . . . .	18
Vacations . . . . .	17

Addendum

Ashland Extra List . . . . .	4
Check-off Agreement . . . . .	2
Extra Service between Richmond and Phoebus . . . . .	5
Pillow Agreement . . . . .	3
Relieving Train Porters at Washington . . . . .	6
Union Shop Agreement . . . . .	1

### RULE 1 - SCOPE

The following rules will govern the rates of pay and working conditions of Train Porters.

### RULE 2 - RATES OF PAY

<u>Effective Date</u>	<u>Per Month</u>	<u>Per Hour</u>	<u>Time and One-Half</u>
May 1, 1964	\$463.78	\$2.38	\$3.57
November 1, 1964	463.78	2.51	3.77
January 1, 1965	473.94	2.56	3.84
May 1, 1965	473.94	2.63	3.95
November 1, 1965	473.94	2.72	4.08

### RULE 3 - HOURS OF SERVICE AND OVERTIME

(a) Regularly assigned employes who are ready for service the entire month, and who do not lay off of their own accord, will be paid the monthly rate provided by Rule 2. When regularly assigned employes on assignments of 205 hours or less a month, lay off of their own accord, or are held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man or men will be deducted from the amount the regular man would have received had he remained in service the entire month, the sum of the payments to the man or men who may be used on the run equaling the monthly guarantee.

(b) Employes will be paid overtime on the actual minute basis for all time worked in excess of two-hundred-five (205) hours, up to and including 220 hours, at pro rata or straight time rate. All time worked in excess of 220 hours in a month will be paid for at time and one-half rate. Time paid for but not actually worked shall not be considered as time worked within the meaning of this paragraph. Time paid for in the nature of arbitraries or extra or special allowances (including, but not limited to called and not used, deadheading, etc.) is not to be used for the purpose of calculating overtime pay hereunder, and no rule or combination of rules will be so applied as to require payment of more than time and one-half for time actually worked in excess of 220 hours in any calendar month. It is recognized that the management has the right to rearrange assignments as may be necessary at any time to avoid punitive overtime payments. It is recognized that the management likewise has the right to discontinue using an extra man when he has made 205 hours in any calendar month, to avoid overtime payment, provided other extra men who have not made 205 hours are available.

Illustrations to show application of this rule are:

1. A porter is assigned to runs which total 202 hours in a certain month. Because of trains being late, the man works 210 hours. Payment shall

be the monthly rate for the first 205 hours, plus 5 hours at pro rata or straight time rate.

2. A porter is assigned to make 205 hours during a certain month. Because of trains being late, etc., the man works 222 hours. Payment shall be the monthly rate for the first 205 hours, plus 15 hours at pro rata or straight time rate, plus 2 hours at time and one-half rate.
3. A porter is assigned to make 205 hours during a certain month. He works 221 hours and is during the month called and cut off, being paid 2 hours therefor under Rule 4. Payment for the month will be the monthly rate for the first 205 hours, plus 15 hours at pro rata or straight time rate, plus 1 hour at time and one-half, plus 2 straight time hours for the call and cut-off.
4. A porter works 222 hours and is then deadheaded 8 hours. He later works 8 hours more during the particular month. The deadheading is not paid for at time and one-half rate, but at straight time. Therefore, the payment will be the monthly rate for 205 hours, plus 15 hours at pro rata or straight time rate, plus 10 hours at time and one-half rate, plus 8 hours straight time rate for the deadheading.

The straight time hourly rate is to be arrived at by dividing the monthly rate by 205. If hourly rate so produced is less than 1/2 cent, drop the fraction. If fraction is 1/2 cent or greater carry it to the next higher cent.

NOTE TO RULE 2(a) AND (b) EFFECTIVE MAY 1, 1964:

1. The hours of the basic month for train porters shall be reduced in steps, commencing May 1, 1964, so that on November 1, 1965, the basic month shall be 174 hours, the steps to be as follows:
  - (a) Effective May 1, 1964, an initial reduction in hours from 205 to 195;
  - (b) Effective November 1, 1964, a second reduction in hours from 195 to 185;
  - (c) Effective May 1, 1965, a third reduction in hours from 185 to 180;
  - (d) Effective November 1, 1965, a final reduction in hours from 180 to 174.

Effective simultaneously with each of the above-mentioned reductions in the hours of the basic month, all rules of the existing agreement shall be changed to conform thereto.

2. Effective May 1, 1964, the then existing margin for pro rata overtime of 15 hours (difference between 205 hours and 220 hours) will be re-

duced to 10 hours. Hence, when the monthly hours are 195 hours, hours up to 205 hours shall be payable at straight time or pro rata rate; when the monthly hours become 185 hours, hours up to 195 hours shall be payable at straight time or pro rata rate; when the monthly hours become 180 hours, hours up to 190 hours shall be payable at straight time or pro rata rate; and when the monthly hours become 174 hours, hours up to 184 hours shall be payable at straight time or pro rata rate.

3. Rule 3 (b) is revised to provide that it is recognized that the management has the right to discontinue using an extra man when he has made 195, 185, 180, or 174 hours in any calendar month, according to the period outlined in Section 1 hereof, to avoid overtime payment, provided other extra men who have not made such monthly hours are available.
4. Adjustment shall be made in the 8-hour provisions of Rules 3 (d) and 7 to conform to the reduction in monthly hours, so that when the 174-hour month becomes effective as of November 1, 1965, the 8-hour provisions of the two rules enumerated herein will finally be changed to 5.8 hours. For 195-hour month, the factor will be 6.5 hours. 185-hour month 6.1 hours; and 180-hour month 6.0 hours.

(c) All time on duty will be computed continuously from the time employes are required to report for duty and do report, until released from duty, except that actual time released at lay-over, turn-around, and terminal points, will be deducted when the period of release from duty is more than one hour.

(d) Extra employes used in special service such as Chamber of Commerce trips, conventions, etc., will be paid for actual time on duty subject to the deductions provided for in Rule 3(c), with a minimum of 8 hours for each 24-hour period, whether held or working. When a regularly assigned employe is used in emergency, time made under this paragraph will be combined with and made a part of service time and used to make up the monthly guarantee provided by Rule 3(a), but regularly assigned men so used will be paid not less than what they would have earned on their regular assignments.

#### RULE 4 - CALLED AND CUT OFF

Employes called and reporting for duty, and not used, will be paid for actual time held at pro rata rate with a minimum of two (2) hours. Time under this rule will be combined with, and made a part of service time and used to make up the monthly guarantee provided in Rule 3(a). An extra employe called and cut off will retain his standing on the extra list.

#### RULE 5 - EXTRA WORK

(a) Extra lists will be maintained in the following territories: Cincinnati, Ohio, Ashland, Ky., Huntington, W. Va., and Hinton, W. Va.

(b) Where extra lists are maintained, employes will be called first-in, first-out for extra work originating at that point. Where extra lists are not

maintained extra work will be done by emergency men.

(c) Where a man from the extra list or an emergency man catches a temporary vacancy or extra run, he will remain on the temporary vacancy or extra run until the regular man returns or the vacancy or run is bulletined and filled as prescribed by Rule 11, except that the extra or emergency man catching the work under Section (a) will be subject to displacement after ten (10) calendar days by a senior unassigned employe.

(d) Extra men called for extra assignments and special service, will be permitted to work on such extra assignments or special service over their entire seniority districts.

(e) Regular employes used in emergency beyond their seniority districts will be paid time and one-half for such service beyond their seniority district.

(f) It is understood that in case a vacancy or new position is bulletined and filled from the extra list during the period of bulletining, and some employe who has held a regular assignment is cut off during the bulletin period, such cut off employe will have right to displace the extra employe filling the vacancy or new position during the bulletin period. If the cut off employe in such a case is not awarded the bulletined position on his seniority, he will then have right over extra employes to work other bulletined vacancies or new positions until he is again assigned to some bulletined position.

(g) When a Train Porter assigned to the extra list misses a call when first out, or lays off when called, he will remain off for a 24-hour period from the time he lays off or misses a call before he will be allowed to mark back up on the extra list. This will not prevent using him in emergency during such 24-hour period.

#### RULE 6 - DEADHEADING

Employes deadheading on passenger trains will be paid actual time deadheading on an hourly basis, deadhead trip to begin at time required to report and end at time of arrival at destination. Deadheading payments, to regularly assigned employes, will be used in making up monthly guarantee under Rule 3(a). Deadheading in the exercise of seniority will not be paid for.

#### RULE 7 - COURT ATTENDANCE

Regular employes who attend court on behalf of the Railway Company will be furnished transportation and allowed compensation equal to what would have been earned had such interruption not taken place and any necessary actual expenses while away from headquarters. Extra employes attending court on behalf of the Railway Company will be allowed a minimum of eight (8) hours at straight time hourly rate for each calendar day so used or held, and in addition necessary actual expenses while away from headquarters. Any fees or mileage allowances received will be assigned to the Railway Company.

Regular employes used on layover or relief days will be paid a minimum of eight (8) hours at straight time hourly rate for each calendar day so used or held.

#### RULE 8 - SENIORITY

(a) Rights to positions shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority will govern - the supervising officer to be the judge of fitness and ability, subject to appeal by the employe or his representative.

(b) Loss of time in the exercise of seniority will not be paid for.

(c) Seniority will be established as of day pay starts after being marked up on a bona fide extra list or after being assigned to a bulletined vacancy or new position. Emergency men who have not established seniority will be given consideration for placement on extra lists or assignment to vacancies or new positions upon request in writing to the proper authority, in accordance with length of service as emergency men.

(d) The seniority rights of train porters shall terminate and they shall not be permitted to work as train porters after the last day of the calendar month in which they attain the age of 70, or after November 1, 1955, whichever is later.

(e) During January of each year seniority rosters of all employes shall be posted in places accessible to those affected. Each local and General Chairman will be furnished a copy of roster.

(f) Employes will have ninety (90) days from the date their names first appear on the roster to appeal their roster date or relative standing thereon, except that when an employe is off duty account sickness, temporary disability, suspension, or leave of absence at time roster is posted, time limit will apply from the date of his return to duty. All such appeals must be in writing. If no appeal is taken within the ninety day period, further appeals will not be entertained unless the employe's roster date or relative standing is changed from that first posted.

(g) Seniority districts will be established as follows:

1. Territory east of Hinton, West Virginia.
2. Territory west of Hinton, West Virginia  
(including Chicago Division).

(h) The Railway Company reserves the right to establish regular runs to operate over more than one seniority district, each seniority district being given its proportion of the crews according to mileage run on their respective seniority districts. Extra employes may be used on extra inter-district runs, and may be returned to their initial terminal in extra service.

(i) Employees will be permitted to exercise seniority rights:

1. When bidding on bulletined positions as provided by Rule 11.
2. When exercising displacement rights under Rules 5(c), 9, 11 and 12.

(j) Train Porters working into other than their home terminals on extra assignments may be used out of such terminals on extra assignments ahead of extra train porters at that terminal.

#### RULE 9 - RETENTION OF SENIORITY, ETC.

Employees sick or injured, or now holding or hereafter accepting an official or subordinate official position with the Railway or while doing committee work, will not be required to secure leave of absence and shall retain and continue to accumulate seniority.

Employees off on account of sickness, personal injury, doing committee work, or accepting an official or subordinate official position with the Railway, or on leave of absence granted by proper authority of the Railway, will within ten (10) days after their return:

1. Revert to their former position, provided it has not been abolished, or the absent employe has not been displaced by a senior employe; or
2. Exercise their seniority to any position bulletined during their absence which their seniority and qualifications, subject to Rule 8(a), will permit them to fill, or forfeit all seniority rights.

If their former position has been abolished, or they have been displaced by a senior employe during their absence, and no position has been bulletined which their seniority and qualifications will permit them to fill, they will exercise displacement rights as provided in Rule 12. Employees thus displaced will exercise their displacement rights in like manner.

#### RULE 10 - LEAVE OF ABSENCE

Employees may be granted leave of absence, when it can be done consistent with requirements of the service. Requests for leave of absence for more than 30 days shall be made in writing to the Superintendent, and if granted such leave of absence shall be in writing. Except as provided by Rule 9, employees absent without written leave of absence in excess of 30 days, or engaging in outside employment without written leave of absence, (Committee work not considered outside employment) will forfeit all seniority. Written leaves of absence must be approved by the General Chairman.

#### RULE 11 - BULLETINS, CHANGES IN ASSIGNMENTS, ETC.

(a) All vacancies or new positions known to be in excess of 30 calendar days duration will be bulletined for a period of 10 calendar days (bulletin to expire at 11:00 a.m. on the 10th day). Employees desiring such positions will file their applications in writing with the officer issuing the bulletin. Assignments will be made to the senior applicants, subject to Rules 8(a) and 12(c), within 5 days from date bulletin closes and employees will be granted 5 days after award to protect their assignment.

(b) Home terminals and assignments will be designated by the Management. When home terminals are changed by the Management, layover at home terminals is changed to the extent of 2 hours or more, or the hours on duty on trip or leg of runs or assignments are changed as much as 2 hours, such assignments will be considered new and bulletined accordingly. The employees on such assignments will remain thereon pending assignments to their successors. If the employe regularly assigned to a run desires to give it up or an employe senior to the employe holding a regular assignment desires to have such run rebulletined as of January 1 of any year, notice will be given in writing to the proper supervising officer, not later than December 15 of the year preceding the January 1 date, on which it is requested that the run or assignment be rebulletined. Rebulletining in such cases will be done for a ten days period, beginning January 1, as provided by Paragraph (a) of this rule, and the employees on the assignment or assignments so rebulletined shall remain on them pending assignment to their successors. Employees whose jobs are rebulletined hereunder will use their seniority to bid on bulletined positions or to displace junior employees under the provisions of Rule 12.

#### RULE 12 - REDUCTION IN FORCES

(a) Employees displaced in the reduction of forces or the abolishment of assignments, must exercise their seniority, subject to qualifications as provided in Rule 8(a), within 15 calendar days from date displaced, unless prevented by personal illness or other unavoidable cause, or forfeit all seniority rights. When forces are reduced or assignments abolished and employees displaced do not stand for any other regular assignments, they may exercise seniority rights to an extra list on their seniority district if an extra list is maintained. (See Rule 5(f).) Men electing to become cut-off employees hereunder, in preference to going on an extra list, will not have right to go to an extra list and displace junior employees within 60 days after being cut off.

(b) Employees who are unable to exercise their seniority on regular assignments; who do not elect to go to an extra list as provided in paragraph (a) of this rule; or are cut off the extra list, must within 15 days from date cut off, file their names and addresses with the Superintendent and promptly advise the Superintendent of any changes in addresses.

(c) When positions are bulletined as provided in Rule 11, and they are not filled by employes in service senior to cut off employes, the senior qualified cut-off employe who has protected his seniority as provided in paragraph (b) of this rule will be returned to the service.

(d) Cut-off employes failing to protect their seniority as provided in paragraph (b) of this rule, and those failing to report within 15 calendar days after notice shall have been mailed to the last recorded address (unless prevented by personal sickness or other unavoidable cause), will forfeit all seniority rights.

(e) Employes may mark up on extra list on their home division, when they do not stand for work out of their home terminal to avoid requiring them to leave their home terminal to take regular assignments at other locations, with the understanding there will be no guarantee for these employes.

(f) Where no cut off train porters are available to protect vacancies at Columbus, Ohio, where no extra list is maintained, the vacancy will be filled from the extra list at Huntington until job is awarded by bulletin or taken by another employe in accordance with Rule 5.

(g) Effective July 16, 1962, in all cases of abolishment of regularly established assignments, employes affected shall be given notice by the proper officer of not less than five (5) working days of such intended abolishment, except as provided in the second paragraph of this section.

Not more than sixteen (16) hours advance notice will be required before abolishing positions or making force reductions under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbent of the position to be abolished or the work which would be performed by the employees in the force reduction no longer exists or cannot be performed.

#### RULE 13 - DISCIPLINE AND APPEAL

(a) An employe who has been in service more than 60 days will not be disciplined or dismissed without investigation, at which investigation he may be assisted by a representative of his choice. He may, however, be held out of service pending such investigation.

(b) The investigation will be held within 10 days from the date when charged with the offense or held out of service. The charge shall be specific. A decision will be rendered within 10 days after completion of investigation. If an appeal is taken it must be filed with the next highest official within 10 days after the decision is rendered.

(c) If a further appeal is taken, it must be filed with the next highest official within 20 days from the date of the decision appealed from. On such appeals hearing shall be held and decision rendered promptly. The right of appeal by an employe or his representative, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the Railway Company to whom appeals may be made, is hereby established.

(d) An employe will be given a letter stating cause of discipline. Transcript of the evidence taken at the investigation will be furnished to the employe or his representative on request.

(e) If the final decision decrees that charges against the employe were not sustained, the record shall be cleared of the charges; if suspended or dismissed, the employe shall be reinstated and paid for all time lost, less amount earned in any other service.

(f) Employes required by the Railway Company to attend an investigation when they are not charged or are not found at fault, will be paid for actual time lost at their regular rate of pay if attendance or deadheading in connection therewith is during the regular assigned tour of duty. Employes required by the railway company to attend investigations in which they are not charged or are not found at fault, outside the limits of the regularly assigned tour of duty, and extra employes who do not lose time as a result of such attendance, will be paid for deadheading at straight time rate and for actual time devoted to attending such investigations on a minute basis at straight time rate, with a minimum of three straight time hours for actual attendance at the investigation.

RULE 14 - TIME LIMIT ON CLAIMS  
(Effective November 1, 1955)

1. All claims or grievances arising on or after November 1, 1955, shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 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 Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, 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 in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time 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. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

- (c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and the decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. 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.

4. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employes they represent.

5. This agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

6. This rule shall not apply to requests for leniency.

#### RULE 15 - SHORTAGES

Time checks will be issued for shortages of eight hours or more.

#### RULE 16 - TRANSPORTATION OF EMPLOYES SERVING ON COMMITTEES

Employes serving on committees will be furnished trip passes on request when necessary, in the adjustment of differences between the Railway Company and the employes.

#### RULE 16 $\frac{1}{2}$ - HOLIDAYS

Effective January 1, 1965, the monthly rate of pay for train porters will be adjusted by adding the equivalent of 8 day's pay per annum, calculated by dividing the annual compensation (the monthly rate multiplied by 12) by 365 to determine the appropriate daily rate, to their annual compensation, as defined above, and this sum shall be divided by 12 in order to establish the new monthly rate. The actual figures for C&O train porters are:

\$ 463.78	- monthly rate 12-31-64
X 12	- months
<u>\$5,565.36</u>	- annual compensation

The \$5,565.36 annual compensation divided by 365 produces a daily compensation of \$15.25.

The \$15.25 multiplied by 8 gives \$122.00 per annum, and this added to the \$5,565.36 gives \$5,687.36 per annum.

The \$5,687.36 divided by 12 gives \$473.94 per month, and thus the rate for train porters becomes \$473.94 per month, effective January 1, 1965. (See Rule 2).

Neither party to this disposition of the holiday pay request shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this holiday pay disposition to become effective prior to January 1, 1967.

#### RULE 17 - VACATIONS

Rule 17 - Vacations - of agreement effective February 1, 1948, and subsequently revised, is revised as follows, effective January 1, 1965:

Section 1.

(a) Effective with the calendar year 1965, an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred forty-four (144) days during the preceding calendar year.

(b) Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred thirty-two (132) days during the preceding calendar year and who has three (3) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred thirty-two (132) days (160 days 1950 and prior years) in each of three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year and who has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred twenty (120) days (160 days 1959 and prior years) in each of fifteen (15) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than 120 days 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 on not less than 120 days (160 days in 1959 and prior years) in each of the twenty (20) of such years, not necessarily consecutive.

Section 2.

If the basic straight time work week for the train porters covered hereby be reduced below six (6) days or forty-eight (48) hours by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor will be correspondingly reduced.

Section 3.

(a) Vacations may 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 employes in seniority order when fixing the dates for their vacations. Representatives of the carrier and of the employes will cooperate in assigning vacation dates.

(b) Each employe who is entitled to 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 carrier 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 vacation the allowance hereinafter provided.

(d) Where regular assignments are set up so that an employe does not return to his home terminal or station daily, in arranging vacations the employe will be given the greatest number of days vacation practicable in keeping with the catching of his regular assignment. Illustrations of purpose and intent of this section:

- (1) An employe is assigned so that he returns to his home terminal each second day. There is no difficulty in arranging vacation of either 6 or 12 days in such a case. If due 6 days vacation, the man will be off 3 round trips. If due 12 days vacation, the man will be off 6 round trips. If due 18 days vacation, the man will be off 9 round trips.
- (2) An employe is assigned so that he returns to his home terminal each fifth day. In such a case it is intended that if due 6 days vacation, the man will be off one round trip (5 days) and be paid in addition thereto for one day, because to give the full 6 days, he would have to wait and lose 4 days for his assignment to return after taking vacation. Similarly, the employe on such a run entitled to 12 days, would be off for vacation two complete or round trips of his assignment (10 days), and will be paid for 2 days, in order to keep from having to wait and lose 3 days for his assignment to return after taking vacation. If the employe on such a run is entitled to 18 days, he will be off for vacation 3 complete or round trips of his assignment (15 days) and will be paid for 3 days, in order to keep from having to wait and lose 2 days for his assignment to return after taking vacation.

#### Section 4.

Vacation allowance for employes shall be as follows:

- (a) Employes entitled to six (6) days vacation - during period

January 1, 1965, through April 30, 1965	43 hours
May 1, 1965, through October 30, 1965	42 hours
November 1, 1965, and thereafter	40 hours
- (b) Employes entitled to twelve (12) days vacation - during period

January 1, 1965, through April 30, 1965	86 hours
May 1, 1965 through October 30, 1965	84 hours
November 1, 1965, and thereafter	80 hours

(c) Employees entitled to eighteen (18) days vacation - during period

January 1, 1965, through April 30, 1965	130 hours
May 1, 1965, through October 30, 1965	126 hours
November 1, 1965, and thereafter	120 hours

(d) Employees entitled to twenty-four (24) days vacation - during period

January 1, 1965, through April 30, 1965	173 hours
May 1, 1965, through October 30, 1965	168 hours
November 1, 1965, and thereafter	160 hours

#### Section 5.

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 the employe has qualified therefor under such rules. 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.

#### Section 6.

Vacations shall not be accumulated or carried over from one vacation year to another.

#### Section 7.

An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater. However, if an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

#### Section 8.

(a) The absence of an employe on vacation with pay, as provided herein, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the existing agreement.

(b) If the work of an employe on vacation can be absorbed by the remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

#### Section 9.

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 days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

Section 10.

In instances where employes have performed seven (7) months' service with the employing carrier, 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 employing carrier.

Section 11.

An employe who is layed off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 12.

This amended vacation rule shall remain in force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by the railway company or the employes, of desire to change this vacation rule as of the end of the year in which notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of receipt of such notice within which to serve notice specifying changes which it desires to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed ~~conscientiously~~ to a conclusion. When such notice is served, ~~the proceedings shall be under the provisions of~~ the Railway Labor Act, amended.

RULE 17 $\frac{1}{2}$  - HEALTH AND WELFARE

The Company and the Organization are among the Employes and Brotherhoods which collectively constitute the Policyholder under Group Policy Contract No. GA 23000 issued by The Travelers Insurance Company. Payments by the Company and health and welfare benefits for the employes are governed by the provisions of said policy contract as from time to time amended by the parties thereto.

RULE 18 - UNIFORMS AND CAPS

(a) The Railway Company shall prescribe a uniform to be worn by its Train Porters in passenger service at all times while on duty in such service. Said uniforms shall be subject to change from time to time as required by the railway.

(b) Due to change in specifications of uniforms effective October 1, 1947: the railway company will furnish free of charge to each Train Porter having a uniform as of that date a new winter weight uniform and a new summer weight uniform made to conform with such changed specifications. In the event uniform specifications are thereafter changed, the railway company will likewise furnish free of charge to Train Porters having uniforms as of the date change is made, a uniform of each type (summer weight and winter weight) made to conform with such changed specifications.

(c) The railway company will supply the Train Porters free of charge a uniform cap and renewals thereof, badges, and such insignia as the railway company may require them to wear upon such uniform.

(d) The Train Porters entitled to uniforms and caps under Sections (b) and (c) above, will make application to the Superintendent and order will be placed with a clothier designated by the railway company.

(e) Train Porters will assume and pay the entire cost of shirts, neckties and shoes as specified by the railway company to be worn with such uniform.

(f) The cost of renewal of uniform coats, vests and trousers (two pairs if desired) after being initially furnished as provided in Paragraph (b) above, and the cost of uniforms (coat, vest, and trousers) of Train Porters not covered by Paragraph (b) above, will be borne 50% by the railway company and 50% by the employe. When necessary to secure a new uniform under this paragraph, the employes will obtain an order from the Superintendent and the uniform will thereupon be ordered from a clothier designated by the railway company. It is agreed, however, that the railway company will not participate in the expense of uniforms under this paragraph beyond one winter weight uniform and one summer weight uniform in any calendar year, unless authorized by the Superintendent.

(g) To the end that uniform suits will present a good appearance, the Train Porters agree to keep them properly cleaned and neatly pressed at all times at their own expense, and it is understood and agreed that when it is necessary to replace a uniform suit, a complete new suit will be purchased, that is, the coat, vest, and trousers (two pairs if desired) on each such occasion, for the reason that it is undesirable to wear a new uniform coat with an old vest and trousers, or vice versa.

(h) When uniforms are purchased under Paragraph (f) above, the railway company may pay the clothiers the entire amount of the cost of said uniforms and may collect the employes' share of said cost from each employe to whom a uniform is delivered by the payroll deduction plan or otherwise.

(1) It is agreed that in cases where a uniform is lost, stolen, damaged or destroyed as a result of carelessness on the part of the employes, the employe will repair such damage or replace such uniform at his own expense entirely.

#### RULE 19 - EFFECTIVE DATE AND DURATION

This agreement shall take effect as of August 1, 1955, superseding all previous rules, rates, practices, and understandings, except addenda attached to and made a part hereof, and will remain in force 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 shall be made to the other party.

FOR BROTHERHOOD OF SLEEPING CAR PORTERS:

**A. PHILIP RANDOLPH**

International President.

FOR THE CHESAPEAKE AND OHIO RAILWAY COMPANY:

**M. E. CRIDLIN**

Asst. to Vice President - Labor Relations.

#### ADDENDUM - 1

#### AGREEMENT

This Agreement made this 18th day of March, 1953, by and between The Chesapeake and Ohio Railway Company (Chesapeake District), and the employes there- of 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 or 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 15, 1953, and is in full and final settlement of notice served upon the carrier by the organization signatory hereto, on January 31, 1951. It shall be construed as a separate agreement between The Chesapeake and Ohio Railway Company (Chesapeake District), and those employes represented by the organization signatory 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 Richmond, Virginia, Mar. 18, 1953.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:

(Signed) A. Philip Randolph,  
International President.

FOR THE CARRIER:

(Signed) B. B. Bryant,  
Assistant Vice-President - Labor Relations.

ADDENDUM - 2

CHECK-OFF AGREEMENT BETWEEN THE  
CHESAPEAKE AND OHIO RAILWAY COMPANY  
AND THE BROTHERHOOD OF SLEEPING  
CAR PORTERS

1. IT IS AGREED that 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 employees 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  
C&O Employees Hospital Association  
Garnishees and deductions under Court Orgers  
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.



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,  
Huntington, West Virginia.

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

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

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

Employee Ident. No. \_\_\_\_\_

Division \_\_\_\_\_

Department \_\_\_\_\_

Occupation \_\_\_\_\_

Effective \_\_\_\_\_, I hereby revoke the Wage Assignment 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) \_\_\_\_\_

ADDENDUM - 3

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Richmond, Va., March 10, 1954. 4-dr  
File P-21

MR. A. L. PAYNE, General Chairman  
Brotherhood of Sleeping Car Porters,  
537 Gresham Place, N. W.,  
Washington 1, D. C.

Dear Sir:

Referring to our conference at Richmond Va., March 8, 1954, in regard to proposed inauguration of pillow service.

We are arranging to inaugurate this pillow service on trains 1, 2, 21, 22, 41, and 42, effective April 1, 1954.

The following arrangements will be placed in effect:

1. There is a supply of 25 pillows in the lockers on the light-weight coaches.
2. Supply lockers in which a supply of clean pillow slips will be maintained will be located at Ashland, Hinton, and Charlottesville.
3. The laundry at Clifton Forge will forward on a given date each week to the above points a supply of clean pillow slips, and the senior porter with home terminal at these points who arrives at his home terminal on the date the shipment is received will be allowed an additional 40 minutes time to secure and place supply of clean pillow slips in the supply lockers.
4. Each train porter on these trains will secure from the supply locker at his home terminal a sufficient supply of pillow slips for his run and sign receipt in triplicate for the slips received, sending original copy of the receipt to the Auditor of Revenues, copy to the Clifton Forge laundry, and retain one copy for his records.
5. The pillows are to be rented on request at 35¢ each. The porter providing the pillow for rental will collect this amount from the passenger, and at the end of his run (or upon return to his home terminal) prepare deposit Form BP-3 and deposit the total of his collections with the ticket agent authorized to receive deposits. The porter will prepare the deposit slip in triplicate and present all three copies to the agent with the funds to be deposited. The agent will verify the amount, receipt, and return the original and one copy to the porter, who will immediately forward the receipted original to the Auditor of Revenues in envelope Form BP-4, retaining one copy for his records.

6. On return trip to his home terminal, the porter will place in a bag provided for that purpose in the supply lockers all used pillow slips, together with all unused pillow slips that he was unable to rent, and forward to the laundry at Clifton Forge, making out in triplicate "Porter's Pillow Rental Report", retaining copy for his record, forward one copy to the Auditor of Revenues in envelope BP-4, and place the third copy in the bag in which he returns the used and unused pillow slips to the laundry at Clifton Forge. The bag provided for this purpose will have a pre-addressed tag addressed to the laundry, and the porter will fill in the train number and date forwarded.
7. Payment for handling will be as provided in the attached Memorandum of Agreement.

\* \* \* \* \*

In order to make this plan workable on these trains, it will not be possible to combine assignments of train porter on trains 1 and 2 with assignments of train porter on any other trains. Therefore, assignments will be rearranged so that porters will be assigned on trains 2 and 1 east of Hinton and trains 1 and 2 west of Hinton with home terminal for both sets of train porters at Hinton.

You asked in conference whether any additional compensation would be paid for turning in the money received for the pillow slip rentals, and this will confirm our advice to you at that time that the 5 cents for each pillow slip handled would also take care of the time consumed in turning in the money received for the rentals. However, with respect to securing the supply of pillow slips from the lockers and shipping the pillow slips to the laundry, we advised that we would check the time required for this and if the present preparatory time and relieving time is not now sufficient to take care of this, 5 minutes will be added to the preparatory time and an additional 5 minutes added to the relieving time to take care of this work at the terminals where this is required.

The attached proposed Memorandum of Agreement does not specify any particular trains on which this pillow service will be made effective but provides that the arrangements will apply on trains designated by the Railway Company. This was done for the reason that it may be deemed advisable to inaugurate this service on some of our other trains and on extra trains, and of course, the same general arrangements and compensation will apply.

The attached agreement also cancels the agreement previously signed, which was to become effective November 16, 1953.

If the attached agreement meets with your approval, please sign and return four copies, after which we will sign and return two fully executed copies for your file.

Yours very truly,

B. B. BRYANT  
Assistant Vice President-Labor Relations

MEMORANDUM OF AGREEMENT

COVERING

RENTAL OF PILLOWS

TO

COACH PASSENGERS

It is agreed that effective April 1, 1954, the following arrangement will be placed into effect in order to provide pillow service to coach passengers:

1. A supply of pillows (without slips) will be provided in the pillow lockers of coaches operating on trains designated by the Railway Company on which pillow service is to be provided.
2. A supply of pillow slips will be furnished to all porters operating on such trains. The pillows and the pillow slips will be the property of the Railway Company.
3. Each train porter will secure from the point designated a sufficient supply of pillow slips for his run, and sign receipt for the number of slips so received.
4. The pillows are to be rented for 35¢ each and the porter providing the pillow for rental will collect the 35¢ from the passenger.
5. At the end of his run, or as otherwise instructed, the porter will forward all used and unused pillow slips direct to the laundry at Clifton Forge, using pillow slip report.
6. The porter making collection for the pillows will remit, through regular remittance channels, all money collected by him to the Ticket Office at the end of his run, or as otherwise instructed.
7. The porter providing the pillows for rental will be paid at the close of each month the sum of 5¢ for each pillow so rented, and the porter recovering the pillows after usage is completed will similarly be paid 5¢ for the return of each used slip.

This Agreement is subject to change or cancellation upon thirty (30) days written notice either party to the other.

This Agreement cancels Agreement effective November 16, 1953.

Made at Richmond, Virginia, this 22nd day of March, 1954.

For the employes:

/s/ A. L. Payne  
General Chairman,  
Brotherhood of Sleeping Car Porters.

For the Carrier:

/s/ B. B. Bryant,  
Assistant Vice President-Labor Relations,  
The Chesapeake and Ohio Railway Company  
(Chesapeake District).

ADDENDUM - 4

AGREEMENT COVERING ESTABLISHMENT OF  
TRAIN PORTERS' EXTRA LIST AT  
ASHLAND, KENTUCKY,  
EFFECTIVE APRIL 16, 1949.

1. Effective April 16, 1949, it is agreed that a bona fide extra list for Train Porters will be established at Ashland, Kentucky, to work on runs on the Lexington-Louisville Subdivision, between Ashland and Louisville, Kentucky, and on runs on the Big Sandy Subdivision between Ashland, Kentucky, and Elkhorn City.

2. Two extra train porters will be marked up on the extra list effective April 16, 1949, and the list will be increased or decreased by mutual agreement between the Superintendent and the General Chairman. When two or more men are assigned to the extra list, they will be called first in, first out.

3. Train porters from the extra list at Ashland, Kentucky, will, in accordance with Rule 5 of the agreement between The Chesapeake and Ohio Railway Company (Chesapeake District) and the Train Porters, be used to fill vacancies on regular runs and extra assignments out of Ashland, Kentucky, on the territory between Ashland and Louisville, Kentucky, and between Ashland, Kentucky, and Elkhorn City, Kentucky.

4. Should either party desire it, this agreement may be amended or canceled upon receipt of thirty (30) days' written notice from either party to the other.

/s/ A. L. PAYNE  
General Chairman, Train Porters.

/s/ H. KINDT,  
Superintendent.

ADDENDUM - 5

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY

Richmond, Virginia  
May 2, 1951.....cd  
File RI-TP-33  
P-5

MR. A. L. PAYNE  
General Chairman, Brotherhood of Sleeping Car Porters  
537 Gresham Place, N. W.  
Washington 1, D. C.

Dear Sir:

This refers to your letter of February 24, 1951, regarding question of proper payment to emergency train porters used in extra service between Richmond and Phoebus, Virginia.

When used in extra service between Richmond and Phoebus, emergency train porters are paid for actual time on duty at straight time rate. For example, if an emergency train porter is used on a certain day to take care of extra coaches on Train No. 48 between Richmond and Phoebus and returns the following day to Richmond on Train 47, he is allowed straight time for actual time on duty on Trains Nos. 48 and 47. If an emergency train porter is used in extra service on Trains 41 and 42 between Richmond and Phoebus the same day to take care of extra coaches, he is allowed continuous straight time while actually on duty, except that actual time released at Phoebus is deducted if such period of release from duty is more than one hour.

As I understand it, you now take the position that in such cases the emergency train porter should be allowed a minimum 8 hours at straight time when used in extra service between Richmond and Phoebus and returning to Richmond the same day. When spending the night at Phoebus you contend the emergency man should be allowed a minimum of 8 hours at straight time for actual time on duty, Richmond to Phoebus, and a minimum of 8 hours at straight time for actual time on duty on the return trip to Richmond the next day.

I do not understand that your position is supported by the agreement rules. Furthermore, payment in accordance with your understanding in cases of this kind would give the emergency train porter more than the regular train porter is allowed for the same service.

However, I am agreeable to handling future cases of this kind under the provisions of Rule 3(d). If you are agreeable to such handling, please show your concurrence in the space provided below and return the original and two copies of this letter to me, retaining one copy for your records.

Approved:

Yours truly,

/s/ A. L. PAYNE,  
A. L. PAYNE, General  
Chairman, Brotherhood of  
Sleeping Car Porters

/s/ R. G. McGEHEE,  
R. G. McGEHEE,  
Superintendent.

ADDENDUM - 6

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY

May 31, 1951. bm  
File-A-32  
233

A. L. PAYNE, General Chairman  
The Chesapeake and Ohio Train Porters Division,  
537 Gresham Place, N. W.,  
Washington 1, D. C.

This refers to your letter of March 31, referring to the arrangements set up early this year for relieving the four train porters who live at Washington with relief men assigned out of Washington, and asking whether we would be agreeable to an arrangement whereby relieving of the four men who live at Washington for vacations and for personal reasons will be done by emergency train porters at Charlottesville.

You stated you are agreeable in setting up such an arrangement to providing that the emergency men at Charlottesville will go to and from Washington without any claim for deadhead pay, in order to accomplish the plan and improve the conditions for men who live at Washington.

The Railway Company is agreeable to setting up the arrangement whereby for the four train porters who live at Washington relief for vacations, or when they are off for personal reasons, will be furnished out of Washington by using emergency train porters at Charlottesville if available, with the understanding that the emergency train porters at Charlottesville will go to and from Washington in doing such work without any claim for deadheading, in consideration of the fact that ordinarily the relief under such circumstances would be at the home terminal at Hinton, and no deadhead expense would be involved if the relief were furnished at Hinton in the usual manner.

It is understood, of course, that if emergency men are not available at Charlottesville the relief under such circumstances will then be furnished as at present. In other words, the arrangement being set up will be operative only when there are emergency train porters at Charlottesville who are available to go to Washington to provide the relief for vacation or when the four train porters living at Washington desire to be relieved from duty for personal reasons. The Railway Company will not be expected to deadhead men from Hinton or elsewhere to provide such relief, and when the emergency men at Charlottesville are not available the men who live at Washington will have to be relieved in the present manner. It must be understood in setting up this arrangement that there will be no claim by extra or emergency men at Hinton by reason of using the emergency men at Charlottesville to provide the relief at Washington. It is understood that this arrangement may be canceled by the giving of fifteen days written notice by the employees to the Railway Company or the Railway Company to the employees. If you are agreeable to the arrangements as set forth above, you should show your approval in the space provided at the bottom of this letter.

/s/ J. R. CARY, JR.,  
J. R. CARY, JR.,  
Superintendent

Approved:

/s/ A. L. PAYNE  
General Chairman--BofSCP



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Huntington, W. Va., June 6, 1968 1-c

File P-45

Mr. A. B. Cary - Richmond  
Mr. C. R. McComas - Hinton  
Mr. J. M. Pitchford

This refers to our letter of December 2, 1966, attaching agreements entered into with the Train Porters on November 14, 1966, setting up a compulsory retirement plan and providing certain employment stabilization conditions.

As set forth in our letter of December 2, 1966, Section 2 of the November 14, 1966, agreement provided that where the Railway Company, by proper authority, discontinued passenger train services, the number of employes on the particular seniority territory who will be deprived of certain regular assignments shall be determined and up to that number of regularly assigned employes affected on the particular seniority territory shall have right to request the protection provided by Sections 7 and 9 of the Washington Agreement of May, 1936.

The Railway Company has been authorized to discontinue Trains 3 and 4 and our handling with your respective offices indicates that discontinuance of Trains 3 and 4 has resulted in elimination of three regular assignments on the territory east of Hinton and two regular assignments on the territory west of Hinton.

In line with this, three Train Porters on the territory east of Hinton can be considered for handling under Sections 7 and 9 of the Washington Agreement of May, 1936, and two Train Porters can be considered for such handling on the territory west of Hinton.

Coupled with the foregoing is the fact that retirement is compulsory in accordance with Section 1 of the November 14, 1966, agreement.

Attached are excerpts from the Washington Agreement of May, 1936, showing the provisions of Sections 7 and 9, in order that this information may be readily available to all concerned.

To properly handle the current situation, it is our understanding that the several offices handling the Train Porters should go into this situation with each of the Porters listed below to determine whether they elect to take coordination allowance under Section 7 of the Washington Agreement, which in substance will amount to 60 per cent of their base pay for five years, or whether the Porter elects to choose severance pay under Section 9, which in substance will amount to 18 months at their regular monthly guarantee (according to whether regularly assigned or other than regularly assigned at the time the protective arrangement was initiated):

REGULARLY ASSIGNED TRAIN PORTERS AS OF 10-1-64

East of Hinton

A. L. Payne  
B. G. Crockett  
H. F. Sweeney  
L. M. Goode, Jr.  
T. R. Martin  
F. W. Campbell  
J. E. Woodfolk  
Robert Jones

West of Hinton

J. E. (R.) Cunningham  
C. W. Deener  
C. G. Taylor  
E. M. Taylor  
E. H. Thurston  
L. F. France

Labor Relations Department,  
The Chesapeake and Ohio Railway Company,  
Huntington, West Virginia.  
January 3, 1967.



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

June 6, 1968 1-c  
File P-45

Mr. Cary  
Mr. McComas  
Mr. Pitchford

REGULARLY ASSIGNED TRAIN PORTERS

East of Hinton

B. G. Crockett  
H. F. Sweeney  
L. M. Goode, Jr.  
T. R. Martin  
F. W. Campbell  
J. E. Woodfolk  
Robert Jones

West of Hinton

J. E. (R.) Cunningham  
C. W. Deener  
C. G. Taylor  
L. F. France

TRAIN PORTERS OTHER THAN REGULARLY ASSIGNED

East of Hinton

Costello Nelson  
C. B. Keaton  
Herman Lewis  
W. C. Bowler  
R. W. Witcher

West of Hinton

James Brice  
James L. Pankey  
W. E. Graveley  
E. R. Ramsey

Care should be exercised in presenting this situation to the individual Porters. It may be that some of the men who are entitled to continue to hold



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

June 6, 1968 1-c  
File P-45

Mr. Cary  
Mr. McComas  
Mr. Pitchford

regular assignments as Train Porters on Nos. 1 and 2 will decide to accept coordination allowance or severance pay. If they do, their requests will be given consideration in seniority order, except in any case in which it is determined that a particular Porter must retire under the compulsory retirement provisions.

Question will undoubtedly arise as to whether any Train Porter has to elect to take coordination allowance or severance allowance. As trains have been discontinued by proper authority, the Railway Company will have right to insist that up to five Porters (three on the eastern territory and two on the western territory) must make an election under the November 14, 1966, agreement. The purpose of canvassing all Train Porters, however, is to determine first whether as many as five Porters, of their own election, make application for either coordination or severance consideration.

Attached is a form which should be used to explain this situation to each Train Porter on your respective territories and on which they should show their election if they desire, by their own choice, at this time to accept coordination allowance or severance allowance.

Won't you please arrange to handle this situation accordingly at the respective points handling Train Porters. By this is meant the Hinton office for the eastern territory, except we understand the Trainmaster's Office at Charlottesville handles several men who are now working as Extra Train Porters out of that point. The Huntington office, it appears, will handle for all of the men on the western territory. It will be noted, however, we are sending the other Superintendents a copy of this letter, in order that they may know that this is being handled by your respective offices and they can give any necessary assistance needed in connection therewith.

Won't you please arrange to have this handled as promptly as practicable, letting us have one of the attached forms signed by each of the men who desires to make an election in this initial handling. In order that all of the Divisions may handle the situation uniformly, I suggest that we go on the basis that all of the men will have to make their initial election, if they desire to make such election, by June 20, 1968.

If any questions arise in connection with the handling of this matter which are not answered by this letter, you should handle them by telephone with me or Mr. D. T. Kelly at Extension 3216.

M. E. Cridlin -

cc: Mr. E. A. Williams  
Mr. A. B. Cary - Clifton Forge  
Mr. C. R. McComas - Clifton Forge

K. C. Morriss - Ashland  
S. C. Myers  
H. H. Talbert

\_\_\_\_\_  
(Place)

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

To: The Chesapeake and Ohio Railway Company  
and  
Brotherhood of Sleeping Car Porters

This has reference to mediation agreement between the above named parties made at Huntington, West Virginia, on November 14, 1966.

Section 2 of the agreement of November 14, 1966, provides that where the Railway Company by proper authority discontinues passenger train services, the number of regularly assigned employes who will be deprived of employment shall be determined and up to that number shall have the right to request the protection provided by Sections 7 or 9 of the Washington Agreement of May, 1936.

Passenger trains 3 and 4 have now been discontinued by proper authority, and I understand that Section 2 of the agreement of November 14, 1966, is now applicable.

I have been furnished a copy of Sections 7 and 9 of the Washington Agreement of May, 1936, and understand the terms of these provisions, which are, as applicable in this case, in substance:

- (1) Section 7: Under this section, the employe receives 60% of his regular monthly compensation for a period not exceeding five years or until his seniority is terminated due to retirement, dismissal, death or resignation. Employes in this status are subject to being called for work for which they stand on their seniority.
- (2) Section 9: Under this section, the employe receives a lump sum payment equivalent to 18 months at his regular rate and his seniority and employment rights are terminated immediately.

In accordance with Section 2 of agreement of November 14, 1966, I request the following:

- I desire to be considered for the benefits of Section 7 of the Washington Agreement as described above.
- I desire to be considered for the benefits of Section 9 of the Washington Agreement as described above.

I understand I am to mark only one of the boxes provided above.

\_\_\_\_\_  
(Name)

Witness:

\_\_\_\_\_  
(Name)

Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<i>Length of Service</i>	<i>Period of Payment</i>
1 yr. and less than 2 yrs.	6 months
2 yrs. " " " 3 "	12 "
3 yrs. " " " 5 "	18 "
5 yrs. " " " 10 "	36 "
10 yrs. " " " 15 "	48 "
15 yrs. and over	60 "

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<i>Length of Service</i>	<i>Separation Allowance</i>
1 year & less than 2 years	3 months' pay
2 years " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 years and over	12 " "

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

A. PHILIP RANDOLPH  
International President

BENNIE SMITH  
1st International Vice-President  
1308 Broadway, Room 305  
Detroit, Michigan 48226

C. L. DELLUMS  
2nd International Vice-President  
1716 Seventh Street  
Oakland, California 94620



Train, Chair Car, Coach Porters and Attendants

**AN INTERNATIONAL UNION**

Affiliated with the AFL-CIO/CLC

217 WEST 125th STREET - Room 301

NEW YORK, N. Y. 10027

MONument 2-5080 - 1



WILLIAM H. BOWE  
International Secretary-Treasurer

T. D. McNEAL  
3rd International Vice-President  
Gateway National Bank Building  
3412 North Union Boulevard  
St. Louis, Missouri 63115

B. F. McLAURIN  
Eastern Zone Supervisor  
217 West 125th Street  
New York, N. Y. 10027

April 5, 1967

Mr. M. E. Cridlin  
Assistant to Vice President-Labor Relations  
The Chesapeake and Ohio Railway Company  
Huntington, West Virginia 25718

Dear Sir:

Please consider this letter as the usual and customary thirty-day notice under the Railway Labor Act, as amended, of our desire to revise and supplement all existing agreements in accordance with the proposals set forth in Appendix "A" attached hereto, such provisions to be effective as of July 1, 1967.

It is our desire that conferences on this notice be held at the earliest practicable date on or before May 5, 1967, and that you, within ten days after receipt of this notice, suggest a date, time and place for this conference.

Since it is doubtful that settlement of this matter would be achieved in separate conferences prior to national handling of the subject through joint committees of labor and management, in the interest of saving the time of Management and the Organization may I suggest that we waive initial conferences, without prejudice for or against our request, pending settlement by the aforementioned committees.

Following settlement of the subject matter of this notice, we will write Management requesting conference for discussion of the application of the settlement to the employees of your carrier represented by the Brotherhood of Sleeping Car Porters.

This request is in addition to any other requests we have submitted to you and which are now pending.

Very truly yours,

A. Philip Randolph  
International President

MORATORIUM (Regarding health  
and welfare) 3-1-70



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

HUNTINGTON, WEST VIRGINIA 25718

M. E. CRIDLIN  
Asst. to Vice-President—Labor Relations

February 1, 1968. 9/b

File: 401 Porters

Mr. A. Philip Randolph,  
International President  
Brotherhood of Sleeping Car Porters  
217 West 125th Street - Room 301  
New York, N. Y. 10027

Dear Sir:

This refers further to our letter of December 8, 1967, concerning your notice of December 1, 1967, pursuant to Section 6 of the Railway Labor Act, as amended, pertaining to changes in plans for hospital, surgical and medical benefits and group life insurance benefits.

As you know, agreement was reached on January 11, 1968, whereby Group Policy Contract GA-23000 is to be amended, effective March 1, 1968, providing certain additional benefits and being enlarged to include in its coverage, engineers, firemen, conductors, trainmen, etc.

When Mr. B. F. McLaurin, Eastern Zone Supervisor, was in the office on January 26, we discussed briefly the matter of the train porters who are represented by your organization continuing under the amended Group Policy Contract GA-23000.

It was agreed that we desired to continue the train porters under Group Policy Contract GA-23000 as amended, and that I would forward an agreement to so provide.

Attached hereto are four copies of the agreement which you will note I have executed for account of the Railway Company. Will you please execute for account of the Brotherhood and return the original and one copy of the fully executed agreement, after which I will inform the Joint Policyholder Committee of our action.

Yours very truly,

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

RECEIVED  
FEB 5 1968  
OFFICE OF THE PRESIDENT

THIS AGREEMENT made this 30th day of January, 1968, by and between The Chesapeake and Ohio Railway Company and its train porter employees represented by the Brotherhood of Sleeping Car Porters:

It is agreed as follows:

ARTICLE I

So far as concerns the rights and obligations of employees and railroads, created by the Agreement of January 11, 1968, the parties to this Agreement adopt such Agreement as an agreement between themselves, in the same manner as if they were signatory thereto.

ARTICLE II

Subject to approval of the Joint Policyholder Committee referred to in Article I of the Agreement of January 11, 1968, The Chesapeake and Ohio Railway Company will be included as a party to Group Policy Contract GA-23000 as it is to be amended effective March 1, 1968, with respect to the Brotherhood of Sleeping Car Porters.

ARTICLE III

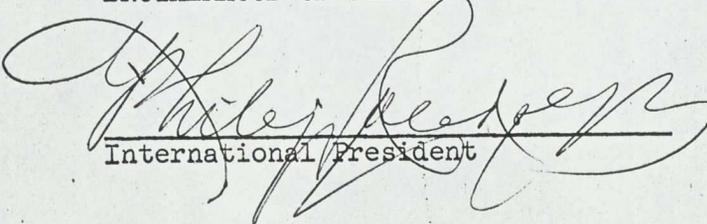
1. This Agreement supersedes the provisions relating to health and welfare benefits and the financing thereof in existing agreements between the parties hereto.

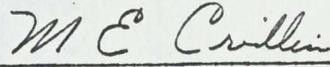
2. This Agreement is in full and final settlement, as between the parties hereto, of the notice served by the Brotherhood of Sleeping Car Porters, party hereto, under date of December 1, 1967, so far as such notice relates to health and welfare matters, and of the notice served by The Chesapeake and Ohio Railway Company, party hereto, under date of November 1, 1967; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act as amended. No notices relating to these matters shall be served to become effective prior to March 1, 1970.

Signed at Huntington, West Virginia, this 30th day of January, 1968.

BROTHERHOOD OF SLEEPING CAR PORTERS

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

  
International President

  
Asst. to Vice President-Labor Relations

CASE NO. A-7850

MEDIATION AGREEMENT

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

AND

BROTHERHOOD OF SLEEPING CAR PORTERS

In settlement of differences between the parties shown above and made the subject of mediation proceedings as described in National Mediation Board Case No. A-7850, it is hereby mutually agreed that all such matters shall be and are disposed of by a separate agreement attached hereto, but not made a part hereof.

Signed at Huntington, West Virginia, this 14th day of November, 1966.

FOR THE EMPLOYEES:

FOR THE CARRIER:

International President,  
Brotherhood of Sleeping Car Porters.

Asst. to Vice-President-Labor Relations,  
The Chesapeake and Ohio Railway Company.

WITNESS:

Mediator, National Mediation Board

## A G R E E M E N T

By agreement of January 20, 1965, the parties to this Agreement agreed to full and final disposition of all requested changes as contained in Section 6 notice dated May 25, 1964, served on The Chesapeake and Ohio Railway Company by the Brotherhood of Sleeping Car Porters, as representative of Train Porters employed by the Railway Company, except the request for employment stabilization provisions (Article IV), which was by the agreement of January 20, 1965, continued in abeyance.

Not having reached a mutually satisfactory disposition on the matter of employment stabilization provisions, the Employees invoked the services of the National Mediation Board. Such case was docketed as Case A-7850.

This agreement is to make full and final disposition of the request for employment stabilization provisions, thereby closing out in all respects the Section 6 notice of May 25, 1964, and National Mediation Board Case A-7850.

It is agreed:

1. That, except in the case of train discontinuations and the offering of separation allowances as otherwise provided for herein, there shall be set up a plan of compulsory retirement as follows:
  - (a) Seniority rights shall terminate as of January 1, 1968, for employes who shall have attained the age of 69 or more as of that date.
  - (b) Seniority rights shall terminate as of January 1, 1969, for employes who shall have attained the age of 68 or more as of that date.
  - (c) Seniority rights shall terminate as of January 1, 1970, for employes who shall have attained the age of 67 or more as of that date.
  - (d) Seniority rights shall terminate as of January 1, 1971, for employes who shall have attained the age of 66 or more as of that date.
  - (e) Seniority rights shall terminate as of January 1, 1972, for employes who shall have attained the age of 65 as of that date.
  - (f) With respect to any employe who attains the age of 65 on or after January 1, 1972, seniority will terminate on the last day of the calendar month in which such employe attains age 65.

- (g) After seniority has been terminated as provided in this Section 1, the name of the particular employe and his seniority shall be removed from the appropriate roster and such employe will not be permitted to work or be re-employed by the Railway Company in service coming under the agreement with this craft or class, unless the parties hereto shall mutually agree in the particular or specific case.
- (h) Where any question exists as to an employe's correct age hereunder, the Railway Company's records shall govern in application of these provisions, unless the employe submits acceptable information to the Railway Company warranting change, and application of such retirement provisions shall not constitute basis for any time or monetary claims against the Railway Company.
2. Where the Railway Company by proper authority discontinues its passenger train services, the number of employes on the particular seniority territory who will be deprived of employment (regular assignments) shall be determined, and up to that number of regularly assigned employes affected on the particular seniority district shall have right to request the protection provided by Sections 7 or 9 of the Washington Agreement of May, 1936. In the case of total discontinuance of all passenger train service subject to this agreement, any employes who may be 65 or more but who have not been required to retire under Section 1 hereof will be entitled to claim the benefits of Sections 7 or 9 of the Washington Agreement if they are still at work and in active service as of the date of total discontinuance of passenger service -- this not to include employes absent account sickness or injury where the absence because of sickness or injury has exceeded six months, or employes who have been absent from active service for more than six months for other causes.
3. For employes who held regular assignments as Train Porter on October 1, 1964, and who are still in active service as of the date of this agreement, such employes shall not be placed in a worse position with respect to normal basic monthly compensation than they enjoyed as of October 1, 1964, with the provision that such normal basic monthly compensation as of October 1, 1964, shall be adjusted to include any duly negotiated increases or decreases in Train Porter rates subsequent to October 1, 1964, provided such employe is available for service during the full calendar month and reports therefor when called upon by the

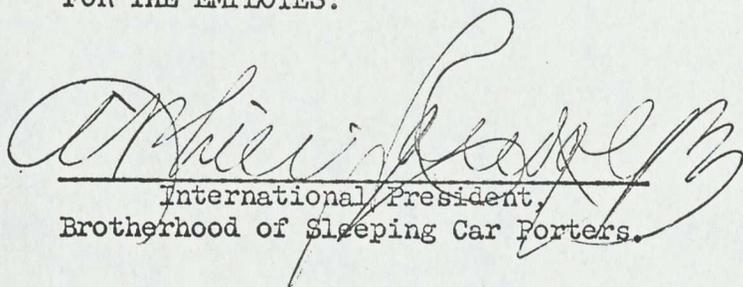
Railway Company. For any portion of the month which the employe covered hereby is not available, the compensation due hereunder for that month shall be adjusted accordingly. This Section 3 shall not apply in any case where under Section 1 the Train Porter is required to retire or where under Section 2 the employe is paid under Sections 7 or 9 of the Washington Agreement as a result of train discontinuances, or where the employe retires, is dismissed, resigns, or deceases.

4. For employes who did not hold regular assignments as Train Porter on October 1, 1964, but who during the calendar year 1964 performed some service in each calendar month, the earnings during the twelve calendar months of 1964 will be ascertained and divided by twelve, to give an average monthly compensation amount which will be the employe's guarantee of monetary compensation for future months when available the full calendar month until such time as he shall retire, be dismissed, decease, resign, or be granted separation payments under Sections 7 or 9 of the Washington Agreement of May 1, 1936. When employes under this Section 4 stand for regular assignments, they must take such regular assignments. For employes coming under this Section 4, the Railway Company will within sixty days of the date of this agreement furnish the Organization a list of such employes and the compensation guaranteed the particular employe under this Section 4.
5. Notwithstanding other provisions of this agreement, no employe will be entitled to any protection under this agreement who had not been in service of the Railway Company with seniority as Train Porter more than two calendar years prior to October 1, 1964.
6. Notwithstanding other provisions of this agreement, nothing provided in Sections 3 and 4 of this agreement shall operate retroactively before December 1, 1966, it being the intent that Sections 3 and 4 hereof will commence operation as of December 1, 1966, and not prior thereto.
7. In case of train discontinuances as referred to in Section 2 hereof, the Railway Company may offer Train Porters involved suitable employment in other porter seniority districts or other crafts or classes of railway employment instead of granting payments under Sections 7 and 9 of the Washington Agreement, and the employes so involved must accept such Train Porter employment on another seniority district or forfeit right to provisions of Sections 7 and 9 of the Washington Agreement; provided that if offered suitable employment in another craft or class, the man may elect

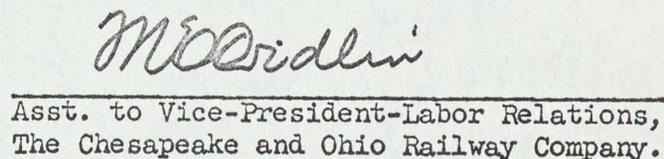
to take such employment in another craft or class or accept severance pay under Section 9 of the Washington Agreement of May, 1936. If the employe so offered employment elsewhere by the Railway Company must move his place of residence to accept such other employment, the Railway Company shall apply to that employe the provisions of Sections 10 and 11 of the Washington Agreement of May, 1936. Any questions which may arise as to the "suitability" of employment offered shall be subject to disposition by handling by Special Board of Adjustment as provided for by Public Law 89456 of the 89th Congress, H. R. 706, dated June 20, 1966.

Made at Huntington, West Virginia, November 14, 1966.

FOR THE EMPLOYEES:

  
International President,  
Brotherhood of Sleeping Car Porters.

FOR THE CARRIER:

  
Asst. to Vice-President-Labor Relations,  
The Chesapeake and Ohio Railway Company.

7m mL

A G R E E M E N T

In disposition of Section 6 notice under the Railway Labor Act, as amended, served by the Brotherhood of Sleeping Car Porters (as representative of train porters) on The Chesapeake and Ohio Railway Company under date of January 21, 1964, it is agreed as follows:

1. The rate of pay for train porters shall become \$463.78 per month effective May 1, 1964. There will be no reduction in such monthly rate as a result of change in monthly hours under Section 2 hereof.
2. Effective May 1, 1964, the hours of the basic month for train porters shall be reduced in steps, commencing on that date, so that on November 1, 1965, the basic month shall be 174 hours, the steps to be as follows:
  - (a) Effective May 1, 1964, an initial reduction in hours from 205 to 195;
  - (b) Effective November 1, 1964, a second reduction in hours from 195 to 185;
  - (c) Effective May 1, 1965, a third reduction in hours from 185 to 180;
  - (d) Effective November 1, 1965, a final reduction in hours from 180 to 174.

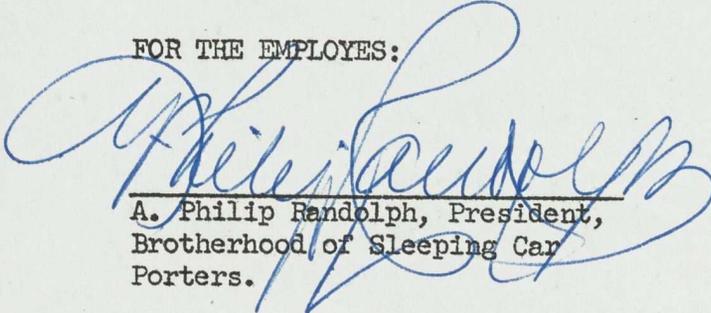
Effective simultaneously with each of the above-mentioned reductions in the hours of the basic month, all rules of the existing agreement shall be changed to conform thereto.

3. Effective May 1, 1964, the then existing margin for pro rata overtime of 15 hours (difference between 205 hours and 220 hours) will be reduced to 10 hours. Hence, when the monthly hours are 195 hours, hours up to 205 hours shall be payable at straight time or pro rata rate; when the monthly hours become 185 hours, hours up to 195 hours shall be payable at straight time or pro rata rate; when the monthly hours become 180 hours, hours up to 190 hours shall be payable at straight time or pro rata rate; and when the monthly hours become 174 hours, hours up to 184 hours shall be payable at straight time or pro rata rate.
4. Rule 3 (b) is revised to provide that it is recognized that the management has the right to discontinue using an extra man when he has made 195, 185, 180, or 174 hours in any calendar month, according to the period outlined in Section 2 hereof, to avoid overtime payment, provided other extra men who have not made such monthly hours are available.
5. Adjustment shall be made in the 8-hour provisions of Rules 3 (d) and 7 to conform to the reduction in monthly hours, so that when the 174 hour month becomes effective as of November 1, 1965, the 8-hour provisions of the two rules enumerated herein will finally be changed to 5.8 hours. For 195 hour month, the factor will be 6.5 hours, 185 hour month 6.1 hours; and 180 hour month 6.0 hours.

6. No proposals for changes in rates of pay shall be initiated by the employees against the railway company or by the railway company against the employees covered hereby represented by the Brotherhood of Sleeping Car Porters to become effective prior to November 1, 1965.

7. Made at Huntington, W. Va., APR - 8 1964.

FOR THE EMPLOYEES:

  
A. Philip Randolph, President,  
Brotherhood of Sleeping Car  
Porters.

FOR THE RAILWAY COMPANY:

  
M. E. Cridlin, Asst. to Vice-  
President-Labor Relations, The  
Chesapeake and Ohio Railway  
Company.

## A G R E E M E N T

In full and final disposition of all requested changes as contained in Section 6 notice dated May 25, 1964, served on The Chesapeake and Ohio Railway Company by the Brotherhood of Sleeping Car Porters, as representative of train porters employed by the railway company, except the request for employment stabilization provisions (Article IV) which is continued in abeyance, it is agreed as follows:

1. VACATIONS. It is agreed that vacation rule is changed to read as follows, effective January 1, 1965:

"Section 1. (a) Effective with the calendar year 1965, an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred forty-four (144) days during the preceding calendar year.

(b) Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred thirty-two (132) days during the preceding calendar year and who has three (3) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred thirty-two (132) days (160 days 1959 and prior years) in each of three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year and who has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred twenty (120) days (160 days 1959 and prior years) in each of fifteen (15) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than 120 days 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 on not less than 120 days (160 days in 1959 and prior years) in each of the twenty (20) of such years, not necessarily consecutive.

Section 2. If the basic straight time work week for the train porters covered hereby be reduced below six (6) days or forty-eight (48) hours by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor will be correspondingly reduced.

Section 3. (a) Vacations may 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 employes in seniority order when fixing the dates for their vacations. Representatives of the carrier and of the employes will cooperate in assigning vacation dates.

(b) Each employe who is entitled to 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 carrier 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 vacation the allowance herein-after provided.

(d) Where regular assignments are set up so that an employe does not return to his home terminal or station daily, in arranging vacations the employe will be given the greatest number of days vacation practicable in keeping with the catching of his regular assignment. Illustrations of purpose and intent of this section:

(1) An employe is assigned so that he returns to his home terminal each second day. There is no difficulty in arranging vacation of either 6 or 12 days in such a case. If due 6 days vacation, the man will be off 3 round trips. If due 12 days vacation, the man will be off 6 round trips. If due 18 days vacation, the man will be off 9 round trips.

(2) An employe is assigned so that he returns to his home terminal each fifth day. In such a case it is intended that if due 6 days vacation, the man will be off one round trip (5 days) and be paid in addition thereto for one day, because to give the full 6 days, he would have to wait and lose 4 days for his assignment to return after taking vacation. Similarly, the employe on such a run entitled to 12 days, would be off for vacation two complete or round trips of his assignment (10 days), and will be paid for 2 days, in order to keep from having to wait and lose 3 days for his assignment to return after taking vacation. If the employe on such a run is entitled to 18 days, he will be off for vacation 3 complete or round trips of his assignment (15 days) and will be paid for 3 days, in order to keep from having to wait and lose 2 days for his assignment to return after taking vacation.

Section 4. Vacation allowance for employes shall be as follows:

- (a) Employes entitled to six (6) days vacation - during period
- |   |          |
|---|----------|
| January 1, 1965, through April 30, 1965 | 43 hours |
| May 1, 1965, through October 30, 1965   | 42 hours |
| November 1, 1965, and thereafter        | 40 hours |
- (b) Employes entitled to twelve (12) days vacation-during period
- |   |          |
|---|----------|
| January 1, 1965, through April 30, 1965 | 86 hours |
| May 1, 1965 through October 30, 1965    | 84 hours |
| November 1, 1965, and thereafter        | 80 hours |
- (c) Employes entitled to eighteen (18) days vacation - during period
- |   |           |
|---|-----------|
| January 1, 1965, through April 30, 1965 | 130 hours |
| May 1, 1965, through October 30, 1965   | 126 hours |
| November 1, 1965, and thereafter        | 120 hours |

- (d) Employees entitled to twenty-four (24) days vacation - during period
- |   |           |
|---|-----------|
| January 1, 1965, through April 30, 1965 | 173 hours |
| May 1, 1965, through October 30, 1965   | 168 hours |
| November 1, 1965, and thereafter        | 160 hours |

Section 5. 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 the employe has qualified therefor under such rules. 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.

Section 6. Vacations shall not be accumulated or carried over from one vacation year to another.

Section 7. An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater. However, if an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

Section 8. (a) The absence of an employe on vacation with pay, as provided herein, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the existing agreement.

(b) If the work of an employe on vacation can be absorbed by the remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

Section 9. 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 days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

Section 10. In instances where employes have performed seven (7) months' service with the employing carrier, 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 employing carrier.

Section 11. An employe who is layed off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 12. This amended vacation rule shall remain in force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by the railway company or the employes, of desire to change this vacation rule as of the end of the year in which notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of receipt of such notice within which to serve notice specifying changes which it desires to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

2. HOLIDAYS. Effective January 1, 1965, the monthly rate of pay for train porters will be adjusted by adding the equivalent of 8 day's pay per annum, calculated by dividing the annual compensation (the monthly rate multiplied by 12) by 365 to determine the appropriate daily rate, to their annual compensation, as defined above, and this sum shall be divided by 12 in order to establish the new monthly rate. The actual figures for C&O train porters are:

\$463.78	present monthly rate
x 12	months
\$5,565.36	annual compensation

The \$5,565.36 annual compensation divided by 365 produces a daily compensation of \$15.25.

The \$15.25 multiplied by 8 gives \$122.00 per annum, and this added to the \$5,565.36 gives \$5,687.36 per annum.

The \$5,687.36 divided by 12 gives \$473.94 per month, and thus the rate for train porters becomes \$473.94 per month, effective January 1, 1965.

Neither party to this disposition of the holiday pay request shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this holiday pay disposition to become effective prior to January 1, 1967.

3. HEALTH AND WELFARE AND GROUP INSURANCE.

Section 1. It is agreed to hereby adopt the provisions of Article V - Hospital, Surgical and Medical Benefits and Group Life Insurance - of the National Agreement dated November 20, 1964 between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western

and Southeastern Carrier's Conference Committees and their employees represented by the signatory labor organizations through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, reading as follows:

"ARTICLE V - HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND  
GROUP LIFE INSURANCE

Section 1. In addition to \* \* \* the payments presently made under Article V of the Agreement of August 19, 1960, each carrier party to this Agreement will pay to The Travelers Insurance Company, for each month of the calendar years 1966, 1967 and through February of 1968, \$3.40 (less 1 percent for railroad costs) per month per 'Qualifying Employee' as defined in said Agreement of August 19, 1960; provided, that hospital association railroads parties to this Agreement will pay to The Travelers Insurance Company \$3.40 (less 1 percent for railroad costs) per month per 'Qualifying Employee,' less the part thereof transmitted to the hospital association for hospital, surgical and medical benefits for employees. The carriers parties to this Agreement will also absorb the cost of providing group life insurance in the amount of \$2,000 for retired 'Qualifying Employees,' retiring on or after March 1, 1964, and for four years thereafter.

Section 2. The carriers and the organizations parties to this Agreement will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Section of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a 'Qualifying Employee,' payments to the insurer, and eligibility for benefits.

Section 3. No party to this agreement shall serve any notice or proposal or progress any pending notice or proposal on a national, regional or local basis for the purpose of changing the provisions of Group Policy Contract No. GA-23000 or the provisions of the Agreement of January 18, 1955, as amended pursuant to the foregoing Sections of this Article, to become effective prior to March 1, 1968."

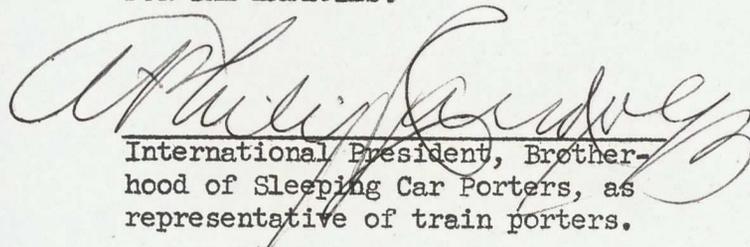
Section 2. The Railway Company will authorize its representation by the Southeastern Carriers' Conference Committee, and the employees parties hereto through the Brotherhood of Sleeping Car Porters will authorize their representation by the Employes' National Conference Committee, Cooperating Railway Labor Organizations, in arranging the modifications of said Group Policy Contract No. GA-23000, and of the Agreement of January 18, 1955, as amended, necessary to make the foregoing effective.

4. As indicated by preamble hereof, disposition of request for employment stabilization provisions is held in abeyance for subsequent disposition by the parties hereto.

Made at Huntington, W. Va., January 20, 1965.

FOR THE EMPLOYEES:

FOR THE RAILWAY COMPANY:

  
International President, Brotherhood of Sleeping Car Porters, as representative of train porters.

  
Asst. to Vice-President - Labor Relations, The Chesapeake and Ohio Railway Company.

This agreement made this 6th day of July, 1962, by and between The Chesapeake and Ohio Railway Company and its Train Porters represented by Brotherhood of Sleeping Car Porters, witnesseth:

It is agreed:

1. (a) Wage Increase. Monthly rates of pay for Train Porters covered hereby will be increased four (4) cents per hour, or \$8.20 per month, effective February 1, 1962, making the new monthly rate effective February 1, 1962, \$461.96, with straight-time hourly rate of \$2.25, and time and one-half hourly rate of \$3.375.

(b) Effective May 1, 1962, monthly rates of pay for Train Porters covered hereby are further increased six and twenty-eight hundredths (6.28) cents per hour, or \$12.87 per month, making the new monthly rate \$474.83, with straight-time hourly rate of \$2.32, and time and one-half hourly rate of \$3.48.

2. Advance Notice Requirements. Rule 12 - Reduction in Forces - of the General Agreement is amended to include the following as paragraph (g) thereof:

(g) Effective July 16, 1962, in all cases of abolishment of regularly established assignments, employes affected shall be given notice by the proper officer of not less than five (5) working days of such intended abolishment, except as provided in the second paragraph of this section.

Not more than sixteen (16) hours advance notice will be required before abolishing positions or making force reductions under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbent of the position. to be abolished or the work which would be performed by the employees in the force reduction no longer exists or cannot be performed.

3. Effect of this Agreement. This agreement is in settlement of the dispute growing out of notice served on the Carrier under date of September 1, 1961, by Brotherhood, and out of proposals served on the Brotherhood under date of September 20, 1961, by Carrier, and shall remain in effect until May 1, 1963, and thereafter until changed or modified in accordance with the provisions of the

Railway Labor Act, as amended, except that notice to change the rates of pay established by this agreement may be served on or after February 1, 1963, provided such notice does not contemplate an effective date earlier than May 1, 1963.

Signed at Huntington, W. Va., this 6th day of July, 1962.

A. Philip Randolph  
International President  
Brotherhood of Sleeping Car Porters

M. E. Cridlin  
Assistant to Vice President, Labor Relations  
The Chesapeake and Ohio Railway Company

## A G R E E M E N T

In full and final disposition of all requested changes as contained in Section 6 notice dated May 25, 1964, served on The Chesapeake and Ohio Railway Company by the Brotherhood of Sleeping Car Porters, as representative of train porters employed by the railway company, except the request for employment stabilization provisions (Article IV) which is continued in abeyance, it is agreed as follows:

1. VACATIONS. It is agreed that vacation rule is changed to read as follows, effective January 1, 1965:

"Section 1. (a) Effective with the calendar year 1965, an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred forty-four (144) days during the preceding calendar year.

(b) Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred thirty-two (132) days during the preceding calendar year and who has three (3) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred thirty-two (132) days (160 days 1959 and prior years) in each of three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year and who has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred twenty (120) days (160 days 1959 and prior years) in each of fifteen (15) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than 120 days 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 on not less than 120 days (160 days in 1959 and prior years) in each of the twenty (20) of such years, not necessarily consecutive.

Section 2. If the basic straight time work week for the train porters covered hereby be reduced below six (6) days or forty-eight (48) hours by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor will be correspondingly reduced.

Section 3. (a) Vacations may 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 employes in seniority order when fixing the dates for their vacations. Representatives of the carrier and of the employes will cooperate in assigning vacation dates.

(b) Each employe who is entitled to 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 carrier 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 vacation the allowance hereinafter provided.

(d) Where regular assignments are set up so that an employe does not return to his home terminal or station daily, in arranging vacations the employe will be given the greatest number of days vacation practicable in keeping with the catching of his regular assignment. Illustrations of purpose and intent of this section:

(1) An employe is assigned so that he returns to his home terminal each second day. There is no difficulty in arranging vacation of either 6 or 12 days in such a case. If due 6 days vacation, the man will be off 3 round trips. If due 12 days vacation, the man will be off 6 round trips. If due 18 days vacation, the man will be off 9 round trips.

(2) An employe is assigned so that he returns to his home terminal each fifth day. In such a case it is intended that if due 6 days vacation, the man will be off one round trip (5 days) and be paid in addition thereto for one day, because to give the full 6 days, he would have to wait and lose 4 days for his assignment to return after taking vacation. Similarly, the employe on such a run entitled to 12 days, would be off for vacation two complete or round trips of his assignment (10 days), and will be paid for 2 days, in order to keep from having to wait and lose 3 days for his assignment to return after taking vacation. If the employe on such a run is entitled to 18 days, he will be off for vacation 3 complete or round trips of his assignment (15 days) and will be paid for 3 days, in order to keep from having to wait and lose 2 days for his assignment to return after taking vacation.

Section 4. Vacation allowance for employes shall be as follows:

- (a) Employes entitled to six (6) days vacation - during period
- |   |          |
|---|----------|
| January 1, 1965, through April 30, 1965 | 43 hours |
| May 1, 1965, through October 30, 1965   | 42 hours |
| November 1, 1965, and thereafter        | 40 hours |
- (b) Employes entitled to twelve (12) days vacation-during period
- |   |          |
|---|----------|
| January 1, 1965, through April 30, 1965 | 86 hours |
| May 1, 1965 through October 30, 1965    | 84 hours |
| November 1, 1965, and thereafter        | 80 hours |
- (c) Employes entitled to eighteen (18) days vacation - during period
- |   |           |
|---|-----------|
| January 1, 1965, through April 30, 1965 | 130 hours |
| May 1, 1965, through October 30, 1965   | 126 hours |
| November 1, 1965, and thereafter        | 120 hours |

(d) Employees entitled to twenty-four (24) days vacation - during period

January 1, 1965, through April 30, 1965	173 hours
May 1, 1965, through October 30, 1965	168 hours
November 1, 1965, and thereafter	160 hours

Section 5. 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 the employe has qualified therefor under such rules. 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.

Section 6. Vacations shall not be accumulated or carried over from one vacation year to another.

Section 7. An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater. However, if an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

Section 8. (a) The absence of an employe on vacation with pay, as provided herein, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of the existing agreement.

(b) If the work of an employe on vacation can be absorbed by the remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

Section 9. 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 days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

Section 10. In instances where employes have performed seven (7) months' service with the employing carrier, 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 employing carrier.

Section 11. An employe who is layed off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 12. This amended vacation rule shall remain in force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by the railway company or the employes, of desire to change this vacation rule as of the end of the year in which notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of receipt of such notice within which to serve notice specifying changes which it desires to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

2. HOLIDAYS. Effective January 1, 1965, the monthly rate of pay for train porters will be adjusted by adding the equivalent of 8 day's pay per annum, calculated by dividing the annual compensation (the monthly rate multiplied by 12) by 365 to determine the appropriate daily rate, to their annual compensation, as defined above, and this sum shall be divided by 12 in order to establish the new monthly rate. The actual figures for C&O train porters are:

\$463.78	present monthly rate
x 12	months
\$5,565.36	annual compensation

The \$5,565.36 annual compensation divided by 365 produces a daily compensation of \$15.25.

The \$15.25 multiplied by 8 gives \$122.00 per annum, and this added to the \$5,565.36 gives \$5,687.36 per annum.

The \$5,687.36 divided by 12 gives \$473.94 per month, and thus the rate for train porters becomes \$473.94 per month, effective January 1, 1965.

Neither party to this disposition of the holiday pay request shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this holiday pay disposition to become effective prior to January 1, 1967.

3. HEALTH AND WELFARE AND GROUP INSURANCE.

Section 1. It is agreed to hereby adopt the provisions of Article V - Hospital, Surgical and Medical Benefits and Group Life Insurance - of the National Agreement dated November 20, 1964 between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western

and Southeastern Carrier's Conference Committees and their employees represented by the signatory labor organizations through the Employees' National Conference Committee, Five Cooperating Railway Labor Organizations, reading as follows:

"ARTICLE V - HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE"

Section 1. In addition to \* \* \* the payments presently made under Article V of the Agreement of August 19, 1960, each carrier party to this Agreement will pay to The Travelers Insurance Company, for each month of the calendar years 1966, 1967 and through February of 1968, \$3.40 (less 1 percent for railroad costs) per month per 'Qualifying Employee' as defined in said Agreement of August 19, 1960; provided, that hospital association railroads parties to this Agreement will pay to The Travelers Insurance Company \$3.40 (less 1 percent for railroad costs) per month per 'Qualifying Employee,' less the part thereof transmitted to the hospital association for hospital, surgical and medical benefits for employees. The carriers parties to this Agreement will also absorb the cost of providing group life insurance in the amount of \$2,000 for retired 'Qualifying Employees,' retiring on or after March 1, 1964, and for four years thereafter.

Section 2. The carriers and the organizations parties to this Agreement will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Section of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a 'Qualifying Employee,' payments to the insurer, and eligibility for benefits.

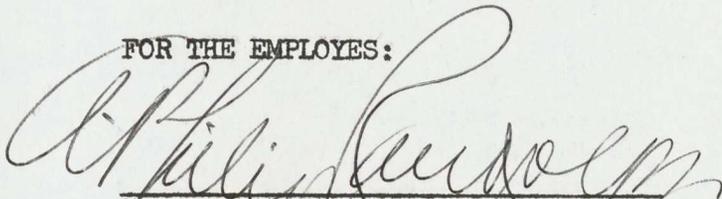
Section 3. No party to this agreement shall serve any notice or proposal or progress any pending notice or proposal on a national, regional or local basis for the purpose of changing the provisions of Group Policy Contract No. GA-23000 or the provisions of the Agreement of January 18, 1955, as amended pursuant to the foregoing Sections of this Article, to become effective prior to March 1, 1968."

Section 2. The Railway Company will authorize its representation by the Southeastern Carriers' Conference Committee, and the employees parties hereto through the Brotherhood of Sleeping Car Porters will authorize their representation by the Employees' National Conference Committee, Cooperating Railway Labor Organizations, in arranging the modifications of said Group Policy Contract No. GA-23000, and of the Agreement of January 18, 1955, as amended, necessary to make the foregoing effective.

4. As indicated by preamble hereof, disposition of request for employment stabilization provisions is held in abeyance for subsequent disposition by the parties hereto.

Made at Huntington, W. Va., January 20, 1965.

FOR THE EMPLOYEES:

  
International President, Brotherhood of Sleeping Car Porters, as representative of train porters.

FOR THE RAILWAY COMPANY:

  
Asst. to Vice-President - Labor Relations, The Chesapeake and Ohio Railway Company.