

AGREEMENT

BETWEEN THE

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

AND ITS SLEEPING CAR PORTERS

REPRESENTED BY THE

BROTHERHOOD OF SLEEPING CAR PORTERS

EFFECTIVE JUNE 15, 1969



Rule No. 1 - Scope

These rules shall constitute an Agreement between the Louisville and Nashville Railroad Company and its employees in the classification of Sleeping Car Porter, represented by the Brotherhood of Sleeping Car Porters.

Rule No. 2 - Rates of Pay

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

<u>DATE</u> <u>EFFECTIVE</u>	<u>MINIMUM</u>	<u>2 TO 5 YEARS</u> <u>OF SERVICE</u>	<u>5 TO 15 YEARS</u> <u>OF SERVICE</u>	<u>OVER 15</u> <u>YEARS</u> <u>OF SERVICE</u>
January 1, 1969	\$522.20	\$526.05	\$530.44	\$534.29
January 1, 1970	540.48	544.46	549.01	552.99
July 1, 1970	551.29	555.35	559.99	564.05
January 1, 1971	567.83	572.01	576.79	580.97

Prior service performed in a similar capacity with The Pullman Company will be counted in determining applicable experience rate, if employed for the initial takeover of sleeping car service and seniority obtained under paragraph (a) of Rule 20.

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

(c) Overtime - Time credited in excess of one hundred seventy four (174) hours, within a calendar month, shall be paid for as overtime at pro rata hourly rates up to and including one hundred eighty four (184) hours. Time worked in excess of one hundred and eighty-four hours (184) shall be paid for at the rate of time and one-half. Time paid for under Rules No. 10 (called and not used), No. 11 (witness service), No. 14 (where payment is allowed for time not worked), and No. 30 (vacation), but not actually worked, shall not be counted in determining when the punitive rate will apply.

(d) In Charge Service - An employee equipped for and assigned to "In Charge Service" shall be paid at the rate of \$32.50 per month in addition to his established rate of pay.

(e) Moratorium - No proposals for changes in rates of pay shall be initiated by the sleeping car employees against the Company or by the Company against the sleeping car employees to be effective prior to January 1, 1971.



### Rule No. 3 - Prorating Hours

The scheduled hours for each cycle, when the cycle of the last trip in a calendar month extends into the following calendar month, will be apportioned equally between the calendar days in such cycle and so credited.

Example: An employee is regularly assigned in a seven-day cycle, the last three being layover days at the home terminal. He begins the last trip on July 28 and is released on return to the home terminal July 31. Of the 40 hours and 35 minutes earned on this trip, 4/7ths are credited to July and 3/7ths to August.

### Rule No. 4 - Basic Month

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

(b) An employee who is regularly assigned for an entire calendar month and who does not lay off due to sickness, disability, or for personal reasons, or who is not held out of service for disciplinary or medical reasons, will be paid for not less than 174 hours. This guarantee is subject to the prorations provided for in Rule No. 3.

(c) Extra employees will be paid for the number of hours actually worked at 1/174th of the appropriate monthly rate shown in Rule No. 2.

### Rule No. 5 - Time on Duty

(a) Time on duty each trip will be computed on a continuous basis from time employees are required to report for duty and so report until actually released from duty. There should be no release from duty unless there is a period of more than three hours between arriving time of the inbound train and scheduled departure of the succeeding train in the run, and unless there is a period of more than one hour between arriving time of the inbound train and scheduled reporting time of the employee for the succeeding train in the run.

(b) Employees who are required by Management to remain on duty at stations beyond the release time as shown in the working schedule will be paid on a minute basis for actual time held continuous with service performed on the road trip.

(c) Time spent attending safety or service meeting shall not be considered as time worked.



#### Rule No. 6 - Sleep Periods

(a) Employees may be released from duty for sleep and the time deducted from credited hours for three hours on overnight runs of twelve hours or less elapsed time, and four hours each night on runs of over twelve hours elapsed time. On an extended special movement of 72 hours or more elapsed time from time of first reporting until time of final release, a maximum of six hours per night may be deducted, provided the employee is released for sleep.

(b) Sleep periods shall be granted between the hours of 9:30 P.M. and 6:30 A.M., and for regular assignment shall be designated in the operating schedules. During each sleep period the employee shall be provided with a suitable place for sleeping.

(c) No deduction shall apply to any release for sleep for less than two consecutive hours.

(d) When the requirements of service do not permit release for scheduled sleep periods, this shall be verified in writing by the Train Conductor or person in charge and deduction will not be made.

#### Rule No. 7 - Deadheading

(a) Employees deadheading, either on passes or cars, on company business (except in connection with witness service) shall receive credit of 8:42 hours for each 24-hour period and actual time up to 8:42 hours for less than a 24-hour period, time to be computed from time required to go on duty until arrival at destination with a minimum credit of 5:48 hours where overnight trips are involved. Where accommodations are available employees will be furnished sleeping car space for overnight trips.

Q. What is meant by an overnight trip for the purpose of this rule?

A. A deadhead trip in which the reporting time and arrival time embrace the hours from 12:00 Midnight to 6:00 A.M.

(b) Deadheading in exercise of seniority will not be paid for.

#### Rule No. 8 - Temporarily Assigned to Higher-Rated Positions

Regular employees assigned temporarily to higher-rated positions will receive the higher rates while occupying such positions; regular employees assigned temporarily to lower-rated positions will not have their rates reduced.



Rule No. 9 - Station Duty

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

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

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

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

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

(f) Station duty time will not be paid for any time periods which are credited as held-for-service time under Rule 12.

Rule No. 10 - Called and Not Used

An employee who is notified or called to perform service and who so reports but is not used, unless notified not to report before leaving home, will be allowed a minimum of 5 hours 48 minutes' compensation if a regularly assigned employee, and if extra, will be allowed a minimum of 4 hours' compensation and will be permitted to retain his relative position on the extra list.



Rule No. 11 - Witness Service

(a) Regularly assigned employees released from duty to attend court or inquest by direction of an officer of the company will be paid actual time lost from duty and necessary expenses while away from home. On days when no time is lost sleeping car porters will be paid 5 hours 48 minutes at the rate of their regular assignment.

(b) Extra employees who are required to attend court or inquest by direction of an officer of the company will be allowed 5 hours 48 minutes for each calendar day at the rate provided for the service in which last engaged, and necessary expenses while away from home. Upon completion of such service he will be placed in the same relative position on the extra list he held when called for witness service.

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

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

(e) This rule also applies to employees required by direction of an officer of the company to attend investigation as witness for the company.

Rule No. 12 - Held for Service

(a) An employee in extra, deadhead, or incompleting regular service held at any point away from his home station beyond the layover established for his immediately preceding trip shall be allowed credit of 5:48 hours for each 24-hour period from expiration of layover and actual time up to 5:48 hours for less than a 24-hour period. In irregular or special service, held for service time at 5 hours 48 minutes for each 24-hour period shall begin to accrue after a layover of three hours for each hour of credited service, with maximum layover of 24 hours.

(b) An employee operating in regular assignment who is held at the away-from-home station beyond the specific layover of the assignment shall be allowed hourly credit and pay from expiration of layover up to 5:48 hours for each succeeding 24-hour period. If the employee arrives at the away-from-home terminal after the specified layover has expired, "held for service" time will start after 12 hours from time he is released.

(c) Employees held for service at home station by direction of the management shall be credited with 5:48 hours for each 24-hour period, and actual time up to 5:48 hours for less than a 24-hour period. Regularly assigned employees so held shall be allowed total credits (including actual service) of not less than the credits they would have earned on their regular assignment.



Rule No. 13 - Layover in Regular Assignments

A regularly assigned employee shall be granted at least four-calendar-day off-duty periods per month at his designated home terminal.

Rule No. 14 - Temporary Discontinuance of a Regular Assignment

(a) When a regularly assigned employee's position is temporarily discontinued or interrupted at the home terminal and such regularly assigned employee's position is not abolished, he may be eligible for extra work. In order to be considered eligible for extra work, such an employee must be present between the established calling hours established by Rule 33 at the calling place designated by him and personally accept a telephone call or call in for extra work. The names of employees covered by this paragraph (a) shall be marked up at the head of the extra list in seniority order. In the event such an employee is not given extra work on that day he shall be compensated in accordance with the provisions of Rule 12. In the application of this paragraph (a) a position shall be considered as having been abolished and the regularly assigned employee shall be considered as having been notified that his position has been abolished when a notice to that effect shall have been posted on the bulletin board at the home terminal of the employee affected. Verbal notice will be given to the employee as soon as possible thereafter.

(b) When a regularly assigned employee's position is temporarily discontinued or interrupted at a point other than his home terminal causing such regularly assigned employee to miss his regular assignment, he will be paid or permitted to earn 5 hours 48 minutes' pay for each calendar day held.

(c) The use of regularly assigned employees to perform extra service under this rule shall not be considered a violation of any other provisions of this agreement.

Rule No. 15 - Shortage in Pay

Where there is a shortage equal to eight hours or more in the pay of an employee through no fault of his own, a pay order will be issued on request to cover such shortage.

Rule No. 16 - Seniority, Fitness, and Ability

(a) Assignment to a regular position covered by this agreement by bulletin or displacement shall be made on the basis of seniority, fitness, and ability; fitness and ability being sufficient, seniority shall govern.



(b) Time lost as the result of the exercise of seniority shall not be paid for.

Rule No. 17 - Bulletining of Runs

(a) New positions and vacancies known to be of more than 60 days' duration shall be bulletined for a period of ten (10) days. Positions and vacancies not known to be of more than 60 days' duration shall be bulletined for a period of ten (10) days upon the expiration of 60 days from the date they occur.

(b) An employee desiring to bid for bulletin position shall file his bid, in writing, with a designated officer within the time limit specified in the bulletin and shall specify in his bid his first choice, second choice, etc.

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

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

(e) When a position or vacancy has been bulletined and no bids are received from qualified employees having seniority in the classification, it shall be assigned to the senior extra employee who has sufficient fitness and ability therefor and who has completed his probationary period as prescribed in Rule 28.

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



Rule No. 18 - Rebulletining Changed Runs

(a) A change in the home terminal of a position or a change of more than 10% in the scheduled layover time at the home terminal shall constitute a changed position which shall be bulletined in accordance with paragraph (a) of Rule 17.

(b) An employee who is occupying a regular position which is rebulletined in accordance with this rule may exercise seniority under Rule 22, or may remain on the position until it is picked up by the successful bidder. An employee who was occupying such a position while it is being rebulletined may bid for the position. If he does not bid it in and he is not awarded any other positions as a result of that bulletin, he shall leave the position when it is picked up by the successful bidder, and he shall be allowed ten (10) days in which to exercise his seniority and he may select any position held by a junior employee except a position in the line in which he had been working.

Rule No. 19 - Release from Regular Assignments

(a) A regularly assigned employee may be released from his regular position for good and sufficient reasons provided he makes a written request to the officer designated by management, not less than ten (10) days in advance of the date on which he desires to be released from his position. Such written request shall set forth the reasons therefor.

(b) An employee who is released from his regular position in accordance with this rule shall not be permitted to displace a junior employee, but shall revert to the foot of the extra list and shall be eligible to bid for any position which is bulletined under the provisions of Rule 17, other than the one from which he was released.

(c) When a regularly assigned employee has been released from his position in accordance with the provisions of this rule the position from which he was released shall be bulletined in accordance with Rule 17.

Rule No. 20 - Seniority

(a) Sleeping Car Porters previously employed by the Pullman Company shall be placed on a system roster with a seniority date of January 1, 1969, in order of their relative seniority standing on the current Pullman Company rosters immediately prior to that date, if employed for the initial take-over of sleeping car service.

(b) Subsequent to the initial take-over of sleeping car service, seniority shall begin at the time the employee's pay starts on a position covered by this agreement, subject to the provisions of Rule 28.



(c) Subsequent to the initial take-over of sleeping car service, when two or more employees start work at the same time on the same day, their names shall appear on the seniority roster in order of their attained ages, the eldest employee ranking first.

#### Rule No. 21 - Seniority Rosters

(a) Seniority roster showing name and seniority date of employees, numbered in chronological order, shall be revised as of January 1 of each year and posted in places accessible to all employees. A copy of the seniority roster shall be furnished the organization at the time posted.

(b) An employee will have sixty (60) days from the date his name first appears on the roster to protest, in writing, his seniority date or relative position on the roster, except where an employee is absent on leave of absence, furlough, or because of sickness at the time the roster is posted, this time limit shall apply from the date such employee returns to duty. If no such protest is taken within the sixty (60) day period, future appeals will not be recognized unless the employee's seniority date or relative standing on the roster is subsequently changed. Note will be placed on each roster fixing the time limit of appeal.

#### Rule No. 22 - Displacement Rights of Employees

(a) An employee whose regular position has been abolished, or an employee who has been displaced from his regular position by a senior employee in the exercise of seniority, may, fitness and ability being sufficient, within ten (10) days, exercise seniority to displace a junior employee who is occupying a position covered by this agreement.

(b) An employee who has the right to exercise seniority to displace a junior employee must notify the officer designated by management, in writing, at least eight (8) hours in advance of the scheduled reporting time of the position. Upon receipt of such written notification the junior employee will be notified of his displacement. The senior employee will be permitted to perform service on the run which he has selected on the first outbound trip from the home terminal of such run after notification to the junior employee.

(c) When an employee is absent from duty on account of sickness, disability, leave of absence, suspension, or vacation at the time his position is abolished or he is displaced by a senior employee, the ten (10) days specified in this rule shall begin on the date such employee presents himself to the crew supervisor, or other officer designated by management, and signifies his intention to displace a junior employee.



Rule No. 23 - Employees Promoted to Supervisory Positions

An employee possessing seniority under the provisions of this agreement who is promoted to a position with the company, outside the scope of this agreement, shall retain and continue to accumulate seniority and, provided he reports for duty within ten (10) days after release from such position, he may exercise seniority in accordance with the provisions of Rule 22.

Rule No. 24 - Reducing and Increasing Forces

(a) In reducing forces seniority shall prevail in determining those to be retained in service. Except as provided in Rule 14, notice of abolishment of a regularly established position or positions shall be given not less than five calendar days in advance, except that not less than 16 hours' advance notice of reduction in force of abolishment of a position will be required under emergency conditions, such as flood, snowstorm, hurricane, earthquake, fire or strike, provided operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the position to be abolished or the work which would be performed by the employees involved in the force reduction no longer exists or is not performed.

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

(c) All employees must keep their current home address on file with the officer designated by management. When recalled from a laid-off status to report for duty, they will be notified by mail or telegram to their last reported address. Failure to report within fifteen (15) days from date of notification will forfeit their seniority.

Rule No. 25 - Employees Serving in Brotherhood Positions

Employees elected or appointed to official positions in the Brotherhood shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time employed in such official position and shall have displacement rights as provided for in Rule 22 when returning to road service.

Rule No. 26 - Leave of Absence

Employees may lay off for short periods of time on verbal authority from officer designated by management. When it is known an employee will be off thirty (30) days or more, or he has been off thirty (30) days, leave of



absence must be requested in writing, giving reason therefor, and reply must be in writing. Leaves for more than ninety (90) days will not be granted; except in case of illness indefinite leaves may be granted.

An employee on leave of absence who engages in outside employment without written permission from officer designated by management automatically forfeits his seniority.

#### Rule No. 27 - Uniforms

(a) The Company shall have the right to designate the uniform, including cap, tie, shirt, socks and shoes, to be worn by Sleeping Car Porters at all times while on duty.

(b) Subject to paragraph (c) of this Rule, the Company shall pay one-half of the cost of each cap, coat, trousers (two paid of trousers if desired), and the employee shall pay the remaining cost of the uniform.

(c) The Company shall pay to the manufacturer the entire cost of cap, coat, trousers, and collect the employee's share of that cost by payroll deduction.

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

(e) Each employee may be required to purchase one full uniform each year and may purchase additional articles of uniform by approval of the officer designated by management.

#### Rule No. 28 - Period of Probationary Employment

(a) Six months from date last employed (exclusive of time on furlough or time absent for any cause) shall be considered sufficient time to approve or disapprove the application. If the application is not disapproved within the six months' period, the employee's name will be placed on the seniority roster of regular employees with a seniority date as of the first date of compensated service, and he will not thereafter be subject to discipline or dismissal except as provided in Rule 31.

(b) Men employed for the initial takeover of sleeping car service and granted seniority in accordance with Rule 20(a) are excepted from the probationary period set forth in paragraph (a) of this rule.



Rule No. 29 - Operating Schedules

Schedules of regular lines shall be prescribed by the management and posted in places accessible to all employees. Copies of each schedule drawn up shall be furnished to the Brotherhood.

Rule No. 30 - Vacations

(a) 1. An annual vacation of 6 days with pay, or pay in lieu thereof, will be granted to each employee covered by this Agreement who renders compensated service on not less than 144 days during the preceding calendar year or if he is paid for a total of 144 days or 835 hours as provided in the employees' working agreement.

2. An annual vacation of 12 days with pay, or pay in lieu thereof, will be granted to each employee covered by this agreement who renders compensated service on not less than 132 days during the preceding calendar year, or if he is paid for a total of 132 days or 765 hours as provided in the employees' working agreement, and who has three or more years of continuous service and who during such period of continuous service renders compensated service on not less than 132 days or 765 hours in each of three years, not necessarily consecutive.

3. An annual vacation of 18 days with pay, or pay in lieu thereof, will be granted to each employee covered by this Agreement who renders compensated service on not less than 120 days during the preceding calendar year, or if he is paid for a total of 120 days or 696 hours as provided in the employees' working agreement, and who has 15 or more years of continuous service on not less than 120 days or 697 hours (160 days or 1,093 hours in the years 1950-59 inclusive; 160 days or 1,217 hours in 1949, and 160 days or 1,280 hours in each of such years prior to 1949) in each of such years, not necessarily consecutive.

4. An annual vacation of 24 days with pay, or pay in lieu thereof, will be granted to each employee covered by this Agreement who renders compensated service on not less than 120 days during the preceding year, or if he is paid for a total of 120 days or 696 hours as provided in the employees' working agreement, and who has 20 or more years of continuous service and who during such period of continuous service renders compensated service on not less than 120 days or 696 hours (160 days or 1,093 hours in the years 1950-59 inclusive; 160 days or 1,217 hours in 1949, and 160 days or 1,280 hours in each of such years prior to 1949) in each such years, not necessarily consecutive.

Employees whose service was transferred from the Pullman Company pursuant to the Randolph-Wolfe Agreement dated December 17, 1963, shall have such service counted towards years of service for vacation under this rule. In the application of this rule, only service performed on the Pullman Company prior to January 1, 1969, shall be considered.



(b) Calendar days in each current qualifying year, commencing with the year 1969, (or in the case of employees whose service was transferred from The Pullman Company pursuant to the Randolph-Wolfe Agreement dated December 17, 1963, such date as is applicable under that Agreement), on which an employee renders no service because of his 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 such days for an employee with less than three years of service; a maximum of twenty such days for an employee with three but less than fifteen years of service; and a maximum of thirty such days for an employee with fifteen or more years of service with the Company.

(c) In instances where employees have performed seven months' service with the company, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees 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 company.

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

(e) If the basic straight-time work month for employees covered by this Agreement is reduced below one hundred and seventy-four (174) hours by or because of law or government 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 for employees covered by this Agreement will be correspondingly reduced.

(f) Vacation allowances for employees qualified for a vacation under Section (a) hereof shall be calculated on the following basis:

1. An employee having a regular assignment entitled to receive 6, 12, 18 or 24 days' vacation, or pay in lieu thereof, shall be credited with the number of service hours shown on sleeping car schedule for the maximum number of round trips including layover days that he could complete during his vacation period.

2. In the event the number of days in the round trip or trips taken off for vacation under paragraph 1 of this Section does not equal the full 6-day, 12-day, 18-day or 24-day vacation period, then such additional day or days of 5 hours 48 minutes each shall be paid in addition to all other earnings at the employee's current daily rate.



3. An employee having a regular assignment who qualifies for a vacation under Section (a) and who is in a run to which more than 6, 12, 18 or 24 employees are assigned at the time his vacation is due to be taken shall be given one round trip and be credited with the number of service hours shown on sleeping car schedule (including layover days).

4. An employee operating on the extra board who qualifies for a vacation under Section (a) shall be paid 6, 12, 18 or 24 days of five hours 48 minutes each at his current daily rate.

(g) Vacations may be taken between January 1 and December 31 and due regard consistent with requirement of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations. Management and the Brotherhood will cooperate in assigning vacation dates.

(h) Employees qualifying for twelve (12) or more days' vacation under this rule may, at their option, split their vacations into two periods, subject to the following conditions:

1. Split vacations must be requested in writing and seniority preference will govern the assignment of the first split.
2. It is not intended that the company assume any additional expense by permitting employees to split vacations.

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

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

(k) Each employee 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 employee so affected is given as much advance notice as practicable.

(l) If management finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance provided in this rule.



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

(n) If an employee'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 employee has qualified therefor under such rules. If an employee 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 of his estate, in that order of preference.

(o) The absence of an employee on vacation with pay, as provided in this rule, will not be considered as a vacancy--temporary or otherwise--in the application of this agreement.

(p) To avoid loss of time by the employee at the end of his vacation period, the employee may be permitted to resume work before the expiration of his vacation period and be paid in lieu of vacation for the remaining days of his vacation.

(q) This rule shall continue in effect subject to not less than seven months' notice in writing by the Company or Brotherhood of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of receipt of such notice within which to serve notice specifying changes which it or they desire 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, as amended.

#### Rule No. 31 - Discipline

(a) An employee who has been in service six months or more and whose application has been approved shall not be disciplined or dismissed without a fair and impartial hearing. Men employed for the initial takeover of sleeping car service and granted seniority in accordance with Rule 20(a) will be entitled to hearing without six months' service.

(b) 1. An employee may, however, be held out of service pending investigation or hearing. When an employee is withheld from service he shall be given a statement of the charges against him.



2. An employee who is not held out of service pending a hearing will within a reasonable time before investigation is held be advised in writing of the charge against him.

3. In either case the notice shall advise the employee of the date, time and place of the investigation, and advise him that if he desires to be represented at the investigation he may be accompanied by the duly accredited representative. This means one or more accredited officials of the Organization. The employee may secure the presence of other necessary witnesses desired. Copy of such notice shall be furnished the organization.

(c) The investigation shall be held within 90 days from the date of knowledge of the offense, except that if an employee is held out of service, investigation will be held within 15 days from date held out of service.

(d) Transcript of evidence and testimony taken at the investigation shall be furnished to the employee or his representative and a decision rendered by the officer designated by management within 30 days after the completion of investigation.

(e) If the decision of the officer designated by management is not accepted, a claim may be filed in writing in accordance with Rule 32 and appealed within the time limits set forth therein.

(f) If the final decision decrees that the charge against the employee is not sustained, the records shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to his former position and paid the wages he would have earned if he had not been suspended or dismissed, less amount earned in outside employment.

#### Rule No. 32 - Claims and Grievances

(a) All claims and grievances must be presented in writing by the employee involved or by the Organization in his behalf 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.

(b) If the claim or grievance is not satisfactorily adjusted, it may be appealed in writing by the duly authorized representative to the next succeeding higher officer within 60 days from the date of disallowance, and the officer with whom the claim was originally filed shall be notified in writing within that time of the rejection of his decision.

(c) The requirements outlined in paragraph (b) 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 six months from the date of said officer's



decision proceedings are instituted before the appropriate division of the National Railroad Adjustment Board, or other tribunal having jurisdiction over the dispute under the Railway Labor Act.

(d) Prior to the assertion of claims or grievances as herein provided, and while the question of claims or grievances is pending, there shall be neither a shutdown by the employer nor a suspension of work by the employees.

(e) The time limits may be extended by mutual agreement.

#### Rule No. 33 - Handling of Extra Employees

(a) The sleeping car porters' extra board will be maintained at New Orleans, Louisiana. It shall be regulated so as to afford an average earnings for extra men of approximately 135 hours per calendar month, but this will not be construed as a guarantee.

(b) If the board calls for two or more extra men, they will be worked on a first-in, first-out basis.

(c) Each time an extra employee is released at his home terminal (New Orleans), he will register on the sign-in sheet in the office where he is released and will thereafter be considered available for call unless he asks for and is given permission by proper officer of the carrier to lay off.

(d) Extra work including the filling of vacancies in regular positions shall be performed by extra employees in their turn when available. This shall not be construed to restrict the selection by management and the use of regular or extra employees for the performance of extra work in connection with any unusual special party operations, such as persons of prominence, business groups or fraternal organizations who request certain individuals. It does not include ordinary tour parties.

(e) When the extralist becomes exhausted, management shall be free to obtain an employee from whatever source may be available.

(f) An extra employee who, in a calendar month, has accumulated an excess of the number of hours comprehended in the basic month will be continued in his position on the extra board but will not be assigned therefrom during the balance of such calendar month while qualified extra employees who have not accrued such hourage are available.

#### Rule No. 34 - Interline Service

The company will be privileged to run its employees over other roads and, vice versa, permit other employees to run over its lines. The provisions



of the agreement shall apply to employees of this carrier who perform service on other roads but shall not apply to employees of other carriers who perform services on its lines.

Rule No. 35 - Unjust Treatment

When an employee considers he has been unjustly treated and desires a hearing, he or his duly authorized representatives shall make written request containing the specific charge to the officer designated by management within thirty days from the date of alleged unjust treatment or it shall be barred. Hearing shall be held within thirty days from date of receipt of request and decision shall be rendered in writing within thirty days after the hearing is completed.

Rule No. 36 - Cleaning Interior of Cars

Employees required to perform interior cleaning of cars shall be paid at the rate of \$3.00 per cleaning. Time consumed cleaning cars shall not duplicate credited service hours.

Rule No. 37 - Meals and Lodging

(a) When sleeping car employees are required to layover at other than home terminals eight hours or more, suitable lodging shall be furnished by the railroad company, or the employees shall be allowed \$2.00 for each such layover in lieu of lodging.

(b) Sleeping car employees required to layover at other than home terminals for a period of four hours or more shall receive a meal allowance of \$1.50, except that no allowance shall be paid to employees released after 7:00 P.M. and scheduled to report before 7:00 A.M. the following day. A second meal allowance of \$1.50 will be provided if the employees' period of layover extends beyond 24 hours from the time of release at the away-from-home terminal.

Rule No. 38 - Compulsory Retirement

(a) It is agreed that the seniority of employees coming within the scope of this agreement shall be terminated on the last day of the month in which they attain their 70th birthday.



(b) For the purposes of this rule, the ages and birth dates of all employees shall be those shown on the records of the Carrier.

(c) In the event of emergency or shortage of qualified applicants, the Company may extend the retirement dates of all employees coming under the provisions of this rule until the emergency or shortage is alleviated.

#### Rule No. 39 - Health and Welfare Benefits

Employees covered by this agreement will be subject to the benefits of Travelers' Insurance Group Policy Contract GA-23000, as amended. A separate booklet describing the benefits for qualified employees and their dependents may be had upon request.

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#### UNION SHOP AGREEMENT

The following union shop agreement will become effective June 15, 1969:

##### Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees 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 agreements, become members of the Brotherhood within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in 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 employees while occupying positions which are excepted from the bulletining and displacement rules of the Rules and Working Conditions Agreement, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the Brotherhood at their option.



### Section 3

(a) Employees who retain seniority under the Rules and Working Conditions Agreement 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) 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, are furloughed or absent as herein provided, but they may do so at their option.

Should such employees return to any service covered by the said Rules and Working Conditions Agreement and continue therein for 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 agreements, be required to become and remain members of the Brotherhood within thirty-five calendar days from the date of their return to such service.

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

(c) Employees who retain seniority under the Rules and Working Conditions Agreement and who, for reasons other than those specified in subsections (a) and (b) of this Section, are not in service covered by such agreements, 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 agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreement they shall, as a condition of their continued employment, be required from the date of their return to such service to become and remain members of the Brotherhood.

### Section 4

Nothing in this agreement shall require an employee to become or to remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required or adjusted in keeping with the further provisions of this agreement as a condition of acquiring or retaining membership.



### Section 3

(a) Employees who retain seniority under the Rules and Working Conditions Agreement 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) 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, are furloughed or absent as herein provided, but they may do so at their option.

Should such employees return to any service covered by the said Rules and Working Conditions Agreement and continue therein for 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 agreements, be required to become and remain members of the Brotherhood within thirty-five calendar days from the date of their return to such service.

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

(c) Employees who retain seniority under the Rules and Working Conditions Agreement and who, for reasons other than those specified in subsections (a) and (b) of this Section, are not in service covered by such agreements, 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 agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreement they shall, as a condition of their continued employment, be required from the date of their return to such service to become and remain members of the Brotherhood.

### Section 4

Nothing in this agreement shall require an employee to become or to remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required or adjusted in keeping with the further provisions of this agreement as a condition of acquiring or retaining membership.



For the purposes of this agreement, periodic dues, initiation fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

#### Section 5

(a) Each employee 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 Brotherhood. The Brotherhood will notify the Director of Personnel of the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery to his office evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Brotherhood 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 carrier and the Brotherhood 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 employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Brotherhood. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered or Certified 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 employee in writing with copy to the Brotherhood, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Brotherhood 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 employee 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 Brotherhood unless the carrier and the Brotherhood agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.



If the decision is that the employee 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 Brotherhood agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Brotherhood, it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the Director of Personnel of the Carrier. Such appeal 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 or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date of the notice of appeal is received, and the employee and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee 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 Brotherhood 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 Brotherhood or the employee 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 Director of Personnel of the carrier the Brotherhood or the employee involved requests such Director of Personnel in writing by Registered or Certified 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 Director of Personnel of the carrier, the President of the Brotherhood or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such a neutral. The carrier, the Brotherhood, and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty 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 employee, and the Brotherhood shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal



shares by the carrier and the Brotherhood; if the employee's position is not sustained, such fees, salaries and expenses shall be borne in equal shares by the carrier, the Brotherhood and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the Brotherhood.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the Brotherhood will not apply to cases under this agreement.

(f) The President of the Brotherhood is the representative of the Association who is authorized to serve and receive the notices described in this agreement. The Director of Personnel of the carrier is its representative who is authorized to receive and serve the notices, as described in this agreement, from and on the Brotherhood.

(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 employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee 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 the date of receipt of notice from the Brotherhood in cases where the employee does not request a hearing. The employee 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 rules of the Rules and Working Conditions Agreement but the employee 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 Brotherhood.

#### Section 7

An employee 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 employee's seniority and employment shall be terminated, no liability against



the carrier in favor of the Brotherhood or other employees 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 sixty or ninety day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to a judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as a basis for a grievance or time or money claim by or on behalf of any employee 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 employee'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 Brotherhood or other employees 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 Brotherhood 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 involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; provided, further, that the aforementioned liability shall not extend to the expenses to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### Section 9

(a) The carrier shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties), uniformly required, or as may be adjusted in accordance with other provisions of this agreement, as a condition of acquiring or retaining membership in the Brotherhood, and shall pay the amount so deducted to such officer of the Brotherhood as the Brotherhood shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the Brotherhood 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 first.



(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the Brotherhood shall agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not 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 respect to other deductions now or hereafter authorized, the payments and distributions of amounts withheld and any other matters pertinent thereto.

#### Section 10

Notwithstanding any other provisions in this agreement contained, it is agreed that employees who are subject to this agreement have the right to object to the use of that proportion of their periodic dues, initiation fees, and assessments which is used for political activities over their objection and the Brotherhood will refund such proportion of said periodic dues, initiation fees, and assessments as are used for political activities to which the employee is opposed, in accordance with this Section 10.

An employee who is subject to this agreement may at any time give notice of such objection, in writing, mailed by Registered or Certified Mail, Return Receipt Requested, to the President of the Brotherhood. Upon receipt of such written objection, the President will, within thirty days, notify such employee of the proportion that the total expenditures by the Brotherhood for political activities bore to the total expenditures of the Brotherhood for all purposes on the basis of the preceding fiscal year as reflected by the audit for such preceding fiscal year by an independent Certified Public Accountant.

Such proportion will be reduced to a percentage factor and such employee's periodic dues, initiation fees, and assessments thereafter becoming due will be reduced by said percentage factor.

The periodic dues, initiation fees and assessments, if any, paid by such objecting employee during the period between the receipt by the President of his written objection and the end of the fiscal year in which such objection is received by the President will be refunded by the Brotherhood to the employee in the same proportion as those which will be deducted in the future.

Annually, at the close of each fiscal year of the Brotherhood, to-wit: the 30th day of June, a redetermination will be made by the Brotherhood in accordance with the above and such information will be furnished to each objecting employee and periodic dues, initiation fees, and assessments in the ensuing fiscal year will be reduced accordingly for such objecting employee.

In the event the objecting employee is dissatisfied with the determination or redetermination of the proportion of periodic dues, initiation fees and assessments disbursed for political activities, he may appeal such determination or redetermination to the President of the Brotherhood and,



if still dissatisfied, to the Executive Board as his final appeal in the Brotherhood, after which he may resort to any other procedures or remedies for the vindication of his rights as are otherwise provided by law.

Section 11

Notwithstanding any provisions of this agreement, any employee of the carrier covered by this agreement who, because of religious convictions, is conscientiously opposed to the joining of the Brotherhood, shall be excused from joining said Brotherhood but shall be required to pay the initiation fees, dues and assessments uniformly imposed by this agreement or as may be adjusted in accordance with other provisions of this agreement.

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This Agreement shall become effective June 15, 1969, is in complete settlement of the Section 6 notice dated February 6, 1969, served by the Brotherhood of Sleeping Car Porters, and shall remain in full force and effect until changed or terminated as provided in the amended Railway Labor Act. This Agreement constitutes a complete fulfillment of the carrier's obligation under the Wolfe-Randolph Agreement of December 17, 1963. All rules and practices applicable to sleeping car porters in prior employment by The Pullman Company are expressly revoked by this Agreement, and only the rules prescribed herein will be applied on this carrier.

SIGNED AT LOUISVILLE, KENTUCKY, THIS 6th DAY OF JUNE, 1969.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

*B. F. McLaurin*

B. F. McLaurin, Eastern Zone  
Supervisor, for International  
President C. L. Dellums

FOR THE LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY:

*W. S. Scholl*

W. S. Scholl  
Director of Personnel