

MEMORANDUM OF AGREEMENT

between

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

and

BROTHERHOOD OF SLEEPING CAR PORTERS

In complete disposition of the Section 6 Notice dated December 29, 1967 seeking to modify the agreement to secure application of the Arbitration Agreement covering travel time and expense for employees required to work away from their home stations, as well as the Organization's Section 6 Notice of April 5, 1967 to modify the existing agreement dealing with stabilization of employment, it is agreed:

1. Effective August 1, 1968, Rule 23 of the Schedule Agreement applicable to Dining Car employees effective July 15, 1963, will be amended to read as follows:

MEALS AND LODGING

Rule 23

A. This agreement contemplates no change in present practice of furnishing meals to employees when on duty, and sleeping accommodations when available to employees deadheading or on duty.

B. When Dining Car employees are required to lay-over at other than home terminals over night, lodging shall be furnished by the Railroad Company.

C. Dining Car employees required to lay-over at other than home terminals for a period of eight hours or more shall receive a meal allowance of \$1.50, except that no allowance shall be paid to employees released after 7:00 PM and scheduled to report before 7:00 AM the following day. A second meal allowance of \$1.50 will be provided if the employees' period of lay-over extends beyond 24 hours from the time of release at the away-from-home terminal.

2. A similar provision is hereby agreed upon for chair car porters covered by the agreement effective April 16, 1941.

3. The Organization's Notice of April 5, 1967 of desire to revise and change the Agreement of November 3, 1966 dealing with stabilization of employment and any other pending notices relating to this subject matter are hereby withdrawn and no proposal relating to this subject matter may be served prior to September 1, 1969 (not to become effective before January 1, 1970).

Signed at Chicago, Illinois this 17<sup>TH</sup> day of July 1968.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

A. Philip Randolph  
International President (m)

FOR THE CARRIER:

C. E. Eggers  
Assistant to the President

E. B. Orlin  
Staff Officer, Labor Relations

VACATION AGREEMENT  
between the  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
and the  
BROTHERHOOD OF SLEEPING CAR PORTERS  
representing  
CHAIR CAR PORTERS

As certified by the National Mediation Board  
on September 13, 1939, in Case No. R-556,  
and  
Dining Car Employees  
as certified by the National Mediation Board  
on October 11, 1960 in Case No. R-3434.

The following agreement is made in accordance with ARTICLE IV -  
VACATIONS - of the agreement dated October 19, 1960, and in complete disposition  
of issues growing out of the Organization's notice of June 12, 1959.

1. Effective with the calendar year 1961, an annual vacation of six (6) consecutive working days with pay, or pay in lieu thereof, shall be granted to each employe covered by this agreement rendering compensated service on not less than one hundred forty-four (144) days during the preceding calendar year.
2. Effective with the calendar year 1961, an annual vacation of twelve (12) consecutive working days with pay, or pay in lieu thereof, shall 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 in each of such years prior to 1960), in each of three (3) of such years, not necessarily consecutive.
3. Effective with the calendar year 1961, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, shall 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 in each of such years prior to 1960), in each of fifteen of such years, not necessarily consecutive.
4. In determining the qualification requirements of one hundred sixty (160), one hundred forty-four (144), one hundred thirty-two (132) and one hundred twenty (120) days of service, each eight (8) hours of work performed shall be considered as one (1) day.

5. Layover or rest days after the first work day in the vacation period shall be counted as vacation days.
6. Calendar days in each current qualifying year, commencing with the year 1960, 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.
7. In instances where employes have performed seven (7) months' service with the 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 Carrier.
8. Vacations may be taken from January 1 to December 31 and due regard consistent with the requirements of service shall be given to the desires and preferences of the employes in seniority order when vacation dates are assigned.
9. Each employe qualified for a vacation shall take such vacation at the time assigned. While it is intended that the vacation date designated shall be adhered to so far as practicable, management shall have the right to change such vacation, giving affected employe as much advance notice of such action as is practicable.
10. 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 thereof in accordance with the provisions of Section 1, 2 or 3 of this agreement.
11. Vacation allowance, or allowance in lieu thereof, for an employe entitled to six (6) days' vacation shall be an amount equal to the pay for forty-eight (48) hours at the straight time hourly basic rate of last service performed. For an employe entitled to twelve (12) days' vacation the allowance shall be an amount equal to the pay for ninety-six (96) hours at the straight time hourly basic rate of last service performed. For an employe entitled to eighteen (18) days' vacation the allowance shall be an amount equal to the pay for one hundred and forty-four (144) hours at the straight time hourly basic rate of last service performed. The straight time hourly basic rate shall be determined by dividing the applicable monthly rate by 205.
12. Effective September 1, 1960, vacations provided for under existing vacation agreements or as provided herein shall be considered to have

been earned when the employe has qualified under Sections 1, 2 or 3 hereof or comparable provisions in existing agreements. 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.

13. Days of compensated service under two or more schedules of rules agreements held by different organizations shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules of rules agreements.
14. Vacations shall not be accumulated or carried over from one vacation (calendar) year to another.
15. An employe relieving a vacationing employe shall be paid the applicable rate provided for in the schedule of rules agreement. On assignments where monthly guarantee applies and where the vacationing employe is allowed the monthly guarantee, the employe relieving the vacationing employe shall not participate in the constructive hours allowed to fulfill said monthly guarantee. Vacation days taken shall be credited against the monthly guarantee on the basis of eight (8) hours each.
16. The absence of an employe on vacation with pay as provided for in this agreement shall not be considered as a vacancy, temporary or otherwise, in applying the provisions of the bulletin rules of schedule agreements. 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.
17. This Section 17 is an exception to the general provisions of this agreement, and only has application to vacations due in the year 1960. An employe who as of January 1, 1960 had three or more years of continuous service and who during such period of continuous service rendered sufficient compensated service in each of three of such years, not necessarily consecutive, to qualify for vacation during the following calendar year will be granted a vacation of twelve (12) days with pay in the year 1960, provided, however, that if any such employe is actually allowed a vacation of only one week in the year 1960 the carrier will compensate such employe in lieu of the additional week of vacation at the pro rata rate of pay.

18. The provisions of this agreement supersede existing vacation agreements, and shall become effective January 1, 1961 (except Section 12 which is effective September 1, 1960 and Section 17 which is effective for the year 1960) and shall be in full force and effect for a period of one year from January 1, 1961, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1961 or in any subsequent year) by one party upon the other party 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 (30) days from the date of the 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.

SIGNED AT CHICAGO, ILLINOIS, THIS 31st DAY OF January, 19 61

FOR THE ORGANIZATION:

A. Philip Randolph  
International President, BSCP

FOR THE CARRIER:

J. W. McFarlane  
Vice President-Personnel

E. J. Honlin  
Staff Officer-Labor Relations

A G R E E M E N T  
between the

CHICAGO, BURLINGTON AND QUINCY  
RAILROAD COMPANY

and the

BROTHERHOOD OF SLEEPING CAR PORTERS

Effective April 16th, 1941

Scope      Rule 1. The following rules shall govern the rates of pay and working conditions of Chair Car Porters, as certified by the National Mediation Board on September 13, 1939 in Case No. R-556.

Rates of Pay      Rule 2. Employees shall be paid \$97.50 per month for 240 hours of service.

                 Pro rata hourly rate \$.405.

Basic Month and Overtime      Rule 3(a) Two hundred forty (240) hours of service shall constitute a basic month's work to regular employees assigned to service for the entire month. Where a regular assignment is less than two hundred forty (240) hours' work per month, deductions shall not be made from the regular established monthly wage in consequence thereof. Where such employee lays off of his own accord or loses time through the exercise of seniority, or where he ceases to be a regularly assigned employee prior to the completion of two hundred forty (240) hours of service in any month, such employee will be paid for the hours worked on the pro rata basis, based upon the hours comprehended in the assignment.

                 (b) All time worked in excess of two hundred forty (240) hours per month shall be paid for as overtime, on the minute basis, at the pro rata rate specified in Rule 2.

                 (c) Service will be credited to the calendar day and calendar month on which the employee first begins his tour of duty.

Computation of Time      Rule 4. Time will be computed as continuous for each day or trip from time required to report for duty until released from duty at terminal, setting out point or turning point. Time between trips shall be credited as continuous in all cases when the interval from time of release until again resuming duty does not exceed two (2) hours. All service at terminals, which is continuous with and incidental to road trip, shall be included in compensation for road trip.

Deadheading      Rule 5(a) Employees required to deadhead by order of the company will be compensated for the actual time deadheading with a maximum of eight (8) hours in any twenty-four (24) hour period, computed from time of departure of train upon which deadhead is made.

(b) When deadheading is combined with service, the actual time deadheading and working combined, with a minimum of eight (8) hours, will be allowed.

Reporting  
for Ser-  
vice and  
Not Used

Rule 6. An employe who is called for service and not used will be paid two (2) hours at pro rata hourly rate. If service is performed, they will be paid actual time, with a minimum of four (4) hours.

Station  
Duty

Rule 7. An employe may be called to assist in preparing cars for occupancy, including receiving passengers, carrying messages to and from offices, and similar work, and be paid therefor on the minute basis with a minimum of four (4) hours. If on the extra board, such employe shall not lose his turn.

Time Held  
at Away-  
From-Home  
Terminal

Rule 8. Unassigned employes who are in extra service, not relieving assigned employes, shall be allowed actual time on the minute basis for time held at away-from-home terminal in excess of sixteen (16) hours with a maximum of eight (8) hours for each twenty-four (24) hour period so held.

Attending  
Court

Rule 9. Employes required to attend court as witnesses for the railroad company will be paid eight (8) hours at their regular rate for each working day so used, which may be combined with service if practicable to do so, and they will be allowed actual necessary living expenses while away from headquarters. Any fee or mileage accruing to the employe shall be assigned to the railroad company.

Application  
for  
Employment

Rule 10. Applicants for employment must fill out application forms where required and employment shall be considered temporary until application is approved by the Medical and Employment Departments. The application shall be approved or disapproved within ninety (90) days after applicant begins work. In the event of applicant wilfully giving false information the application may be disapproved at any time.

Seniority  
Date

Rule 11. New employes shall not establish seniority until they have been in service ninety (90) days. After seniority has been established under this rule it shall be as of date pay started.

Seniority

Rule 12. Seniority of porters in the employ of the company on the effective date of this agreement has been established by record and is hereby agreed to be correct.

Seniority  
Rosters

Rule 13(a) Rosters, showing name and seniority date of the employe, shall be posted as of January 1st of each year in a place accessible to those affected. A copy of roster shall be furnished Chairman of the Local Committee at the time posted.

(b) Seniority rosters shall be posted on January 1st of each year and they will be open for a period of thirty (30) days from the date of posting of the seniority roster on which an employe's name first appears, and no change will be made thereafter unless attention has been called in writing to any error within the limitation provided herein. Typographical errors or omissions may be corrected at any time.

Employees Serving in Organization Positions	<u>Rule 14.</u> Employees elected to official positions in the organization shall retain their seniority rights, and shall continue to accumulate seniority during the time employees in such official positions.
Bulletin and Assignments	<p><u>Rule 15(a)</u> It is recognized that the character of service required of employees within the scope of this agreement demands fitness and ability according to type of run and is of first importance in the assignment of employees. Fitness and ability being sufficient, seniority shall govern in the assignment of employees.</p> <p>(b) All new runs and permanent vacancies shall be bulletined for a period of ten (10) days, and shall thereafter be assigned to the senior qualified applicant, subject to the provisions of paragraph (a) of this rule.</p> <p>(c) A change in terminal, or change in total home layover of three (3) hours or more, shall constitute a new run and shall be bulletined.</p> <p>(d) An employee who loses his assignment through no fault of his own may exercise his seniority, subject to the provisions of paragraph (a) of this rule.</p>
Reduction in Force	<u>Rule 16.</u> In reducing forces, ability, fitness, merit and service will govern. Employees desiring to retain their seniority rights for one (1) year must file their addresses in writing within seven (7) days from the date laid off and will advise in writing of any change within seven (7) days of such change. Failure to file addresses as herein provided, or failure to report for work within ten (10) days after being notified to do so, will constitute forfeiture of all seniority rights.
Claims and Grievances	<u>Rule 17.</u> Any controversy arising as to the application of the rates, rules or working conditions provided in this agreement, except cases involving discipline, must be filed in writing by the employee. A claim or grievance not presented within ninety (90) days will not be recognized by either party.
Discipline and Appeals	<p><u>Rule 18(a)</u> An employee who has been in the service more than ninety (90) days will not be disciplined or dismissed from the service without a fair and impartial hearing, providing such hearing is requested in writing by the employee or his representative within ten (10) days after notification that a charge is pending against the employee. He may, however, be held out of service pending hearing and if hearing is not requested within the limits herein specified, the case shall be considered forever closed. If hearing is requested it will be held within ten (10) days after receipt of request.</p> <p>(b) A decision will be rendered within ten (10) days after completion of hearing. If an appeal is taken, it must be filed with the highest officer designated by the company and a copy furnished the Superintendent of Dining Car Service within the ten (10) days after date of decision, or the right of appeal shall thereafter forever</p>

cease. If appeals have been taken in accordance with the provisions of this rule and further handling is desired, such action must be instituted within thirty (30) days after receipt of decision by the highest operating officer designated to handle such matters or the case will be considered disposed of and closed.

(c) If the final decision decrees that charges against the employe were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employe shall be returned to his former position and shall be paid for all time lost, less any amount earned during such suspension or dismissal.

Leave of Absence	Rule 19. Employes will not be granted leave of absence for a longer period than ninety (90) days, except for committee work or in case of illness.
Interline Service	Rule 20. The company will be privileged to run employes over connecting and foreign railroads in interline service; also to permit connecting and foreign railroads to run their employes over this railroad in interline service. In the event regular interline service is established, assignments between employes of the participating carriers shall be made on a pro rata basis, comprehended as nearly as practicable upon the basis of total hours of service required. When employes subject to the provisions of this agreement perform service on connecting and foreign railroads, the provisions of this agreement shall apply.
Repre- sentation	Rule 21. The Brotherhood of Sleeping Car Porters, referred to in this agreement as the "organization", shall represent all employees covered by this agreement in the making of agreements concerning rates of pay, rules and working conditions, and interpretations thereof.
Duration of Agreement	Rule 22. The foregoing rules shall become effective April 16, 1941, and shall be effective thereafter subject to the usual thirty (30) days' notice served by either party upon the other party to the agreement. Further handling will be in accordance with the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

(Signed) A. Phillip Randolph  
International President

FOR THE CHICAGO, BURLINGTON AND  
QUINCY RAILROAD COMPANY:

(Signed) H. J. Hoglund  
Asst. to Exec. Vice President

(Signed) J. F. Mullen  
Staff Office, Exec. Vice Pres.

Signed at Chicago, Illinois,  
this 12th day of April, 1951.

*Stabilization  
of employment*

MEMORANDUM OF AGREEMENT

BETWEEN

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

AND

BROTHERHOOD OF SLEEPING CAR PORTERS

In complete disposition of the request contained in the Section 6 notice dated June 8, 1965 dealing with stabilization of employment, it is agreed -

1. Except as provided herein, the terms and conditions of the February 7, 1965 mediation agreement (Case No. A-7128), together with agreed upon interpretations thereof, by and 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 Five Cooperating Non-Operating Railway Labor Organizations, will be extended to employees represented by the Brotherhood of Sleeping Car Porters employed by this Company.
2. It is further agreed that any and all protective provisions imposed upon the carrier in the application of said February 7, 1965 agreement shall not be effective until on and after November 3rd, 1966.
- 3.(a) It is further agreed that all employees now and hereafter subject to agreements between the Chicago, Burlington & Quincy Railroad Company and the Brotherhood of Sleeping Car Porters who will have attained the age of 70 years by September 30, 1967, will have their seniority rights and employment terminated on that date. After September 30, 1967 each employee will have his seniority rights terminated at the end of the calendar month in which he attains the age of 70 years.  
  
(b) For the purposes of this agreement, the ages and birth dates of all employees shall be those shown on the records of the Carrier. It will be the obligation of the employees to submit evidence of their age if a correction to the Carrier's records is desired, before September 30, 1967.
- 4.(a) In the event of the discontinuance of any passenger trains, or the discontinuance or diminishment of dining car service, the laid-off employees protected under this agreement may be given an offer of suitable employment for which they can qualify in the Chicago area, or in the area in which they make their residence. This does not include positions of track laborer or positions involving heavy physical labor. If this employment is accepted they will not be placed in a worse position with respect to compensation on the position

occupied at the time of such acceptance.

(b) The Carrier will give notice to the Organization of the job offers made. If a dispute arises over whether these positions constitute suitable employment, the dispute will be submitted to arbitration following the procedures set forth in Exhibit A attached, such procedures to be invoked within 10 days of receipt of Carrier's notice.

(c) If such an employe fails to exercise his seniority rights in the new occupation to secure another available position which does not require a change in residence to which he is entitled under the collective bargaining agreement applicable to that craft, and which carries a rate of pay and compensation exceeding those in the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position to which he declined.

5. In the event an offer of other suitable employment under Section 4 is refused, the protective benefits of this agreement will be forfeited, except that if such employe has 15 or more years of service, and the acceptance of Carrier's job offer would require a change of residence, the employe involved will have an election to take severance pay in the amount of 12 months pay.

6. When a change as listed in paragraph 4 occurs, the carrier may at its option offer any eligible employe represented by the Brotherhood a separation allowance as provided below. The employe to whom such an offer is made shall then have the option of resigning from the carrier's service and accepting such allowance in lieu of all other protections and benefits provided by this agreement. The amount of an allowance to be paid shall be based on the age of the employe as of his nearest birthday on the date such allowance is offered. The amount of such allowance shall be:

Age at nearest birthday

Allowance

64 or under  
65  
66  
67  
68 and over

12 months pay  
10 months pay  
8 months pay  
6 months pay  
4 months pay

Note: For purposes of this paragraph, one month's pay shall be the established monthly rate applicable to the position occupied by the employe at the time carrier's offer is made.

7. This agreement shall become effective November 3rd, 1966, and shall remain in effect until changed in accordance with the provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 3rd day of November 1966.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:

A. Philip Randolph  
International President

FOR THE CARRIER:

G. E. Egan  
Assistant to the President

E. Bonlin  
Staff Officer, Labor Relations

EXHIBIT A

ARBITRATION AGREEMENT  
between the  
BROTHERHOOD OF SLEEPING CAR PORTERS  
and the  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

This agreement is made pursuant to Section 4(b) of the stabilization agreement of November 3rd, 1966 between the parties and is a part of that agreement.

1. When the procedures of this agreement are invoked by either party for the purpose of arbitrating the question whether other job offers constitute suitable employment for laid-off protected employees, each party shall, within 10 days, select one member of the arbitration committee. The members thus chosen shall endeavor to select a neutral member who shall serve as chairman.

2. If any party fails to select its member of the arbitration committee within the time limit prescribed in section 1, the representative of such party signatory to this agreement, or his designated representative, shall be deemed to be the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members.

3. Should the members designated by the parties be unable to agree upon the neutral member within 10 days, either party may request the National Mediation Board to appoint the neutral member.

4. The arbitration committee shall meet within 15 days after the selection or appointment of the neutral member, and shall render its decision within 10 days thereafter. The decision of the majority of the arbitration committee shall be final and binding upon the parties.

5. The expenses of the partisan members shall be borne by the party incurring them. The fee and expenses of the neutral member shall be divided equally between the parties, and such fee and expenses shall not exceed the rates paid referees at the National Railroad Adjustment Board.

Signed at Chicago, Illinois this 3rd day of November, 1966.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:

A. Philip Randolph  
International President

FOR THE CARRIER:

C. E. Eggers  
Assistant to the President  
E. B. online  
Staff Officer, Labor Relations

*Vacation  
amended*

# BURLINGTON LINES

Chicago, Burlington & Quincy Railroad Company  
The Colorado and Southern Railway Company  
Fort Worth and Denver Railway Company



A. E. EGBERS  
Asst. to the President  
G. M. YOUHN  
Director of Labor Relations

LABOR RELATIONS AND EMPLOYMENT DEPARTMENTS  
547 West Jackson Boulevard - Chicago, Illinois 60606

RECEIVED

JAN 31 1967

OFFICE OF THE PRESIDENT

C. J. MAHAR  
E. J. CONLIN  
J. D. DAWSON  
G. R. GLOVER  
Staff Officers  
J. GILLETTE  
Supvr. of Employment

January 25, 1967.

W-134  
x-CCP-19

Mr. A. Philip Randolph  
International President, BSCP  
217 West 125th Street  
New York, New York 10027

Dear Sir:

Please refer to correspondence ending with your letter of July 19, 1966 regarding the Brotherhood's Section 6 notice of May 26, 1966, relating to vacations, holidays, jury duty and meal and expense allowances.

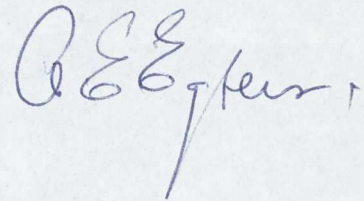
Pursuant to conversation with Mr. L. J. Shackelford, Jr., I understood this case can be disposed of with an agreement providing for a three-week vacation after ten years of service. To accomplish this I suggest that Rule 29 of the agreement applicable to dining car employes, as well as paragraph 3 of the vacation agreement applicable to chair car porters, be amended to read as follows:

"3. Effective with the calendar year 1967, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this agreement on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (120 days in 1960-1964 inclusive and 160 days in years prior to 1960), in each of ten (10) of such years not necessarily consecutive."

- 2 -

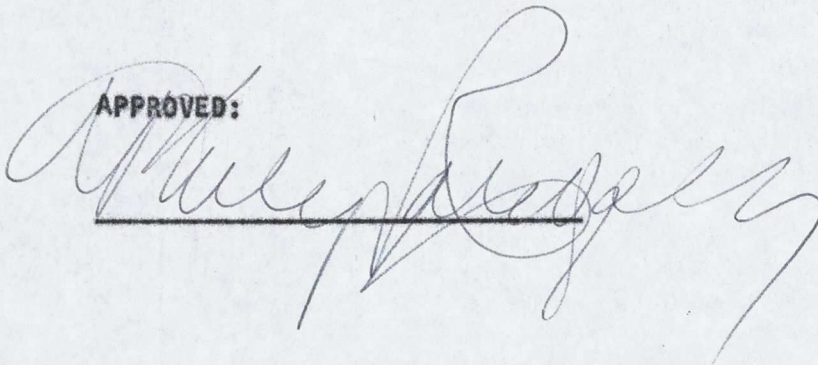
If you concur in the above change, please indicate by placing your signature in the space provided in the lower left hand corner of this letter. I will place the new vacation schedule in effect at once, and consider all of the matters covered by your Section 6 notice of May 26, 1966 disposed of.

Yours truly,



CC - Mr. T. D. McNeal  
International Vice President, BSCP  
St. Louis, Missouri

APPROVED:



MEMORANDUM OF AGREEMENT  
Between  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
and the  
DINING CAR DEPARTMENT EMPLOYES  
represented by  
BROTHERHOOD OF SLEEPING CAR PORTERS

In disposition of Section 6 notices under the Railway Labor Act, as amended, served by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) on the Chicago, Burlington & Quincy Railroad Company under dates of January 21, 1964 and May 25, 1964, it is agreed as follows:

Section 1. Effective March 1, 1965 the monthly rates of pay applicable to dining car employees represented by the Brotherhood of Sleeping Car Porters shall be reduced \$11.05 per month. Pro rata hourly rates of pay shall be determined as follows:

Effective March 1, 1965	- divide monthly rate by 195.
Effective Sept. 1, 1965	- divide monthly rate by 185.
Effective March 1, 1966	- divide monthly rate by 180.
Effective Sept. 1, 1966	- divide monthly rate by 174.

Section 2. The hours of the basic work month shall be reduced from 205 to 174 hours, with maintenance of the monthly rate as established March 1, 1965, in accordance with the following schedule:

- (a) Effective March 1, 1965, an initial reduction in hours from 205 to 195.
- (b) Effective September 1, 1965, a second reduction in hours from 195 to 185.
- (c) Effective March 1, 1966, a third reduction in hours from 185 to 180; and
- (d) Effective September 1, 1966, a final reduction in hours from 180 to 174.

Section 3. The existing 35-hour margin of pro rata overtime shall be reduced to 10 hours effective March 1, 1965.

Section 4. Minimum Allowance. Rule 4 is amended to provide allowance as follows:

Effective March 1, 1965	- 6.5 hours
Effective Sept. 1, 1965	- 6.17 hours
Effective March 1, 1966	- 6.0 hours
Effective Sept. 1, 1966	- 5.8 hours

Section 5. Deadheading. Rule 6(b) is amended to provide allowance as follows:

Effective March 1, 1965	-- 6.5 hours
Effective Sept. 1, 1965	- 6.17 hours
Effective March 1, 1966	- 6.0 hours
Effective Sept. 1, 1966	- 5.8 hours.

Section 6. Called for Service at Terminals. Rule 8(a) and (b) are amended to provide allowances as follows:

Effective March 1, 1965	- 3.25
Effective Sept. 1, 1965	- 3.09
Effective March 1, 1966	- 3.0
Effective Sept. 1, 1966	- 2.9

Section 7. Extra Service. Rule 10 is amended to include the following:

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

Section 8. Held Away From Home Terminal. Rule 12 is amended to provide allowance as follows:

Effective March 1, 1965	- 6.5 hours
Effective Sept. 1, 1965	- 6.17 hours
Effective March 1, 1966	- 6.0 hours
Effective Sept. 1, 1966	- 5.8 hours

Section 9. Attending Court. Rule 24(a) is amended to provide allowance as follows:

Effective March 1, 1965	- 6.5 hours
Effective Sept. 1, 1965	- 6.17 hours
Effective March 1, 1966	- 6.0 hours
Effective Sept. 1, 1966	- 5.8 hours

Section 10. Vacations. The following paragraphs of Rule 29 of the agreement are amended to read as shown:

1. Effective with the calendar year 1965, an annual vacation of six (6) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this agreement on not less than one hundred twenty (120) days during the preceding calendar year.

2. Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this agreement on not less than one hundred ten (110) 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 ten (110) days (132 days in 1960 - 1964 inclusive and 160 days in each of such years prior to 1960), in each of the three (3) of such years not necessarily consecutive.

3. Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this agreement on not less than one hundred (100) 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 (100) days (120 days in 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of fifteen (15) of such years not necessarily consecutive.

4. Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this agreement on not less than one hundred (100) 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 one hundred (100) days (120 days in 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of twenty (20) of such years not necessarily consecutive.

5. (a) In determining the qualification requirements, each eight (8) hours of work performed shall be considered as one (1) day.

(b) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

(Paragraphs 6 through 9 inclusive - no change).

10. If the Carrier finds that it cannot relieve an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu thereof in accordance with the schedule set forth in Paragraph 11 hereof.

11. Vacation allowance, or allowance in lieu thereof, shall be based on the following schedule:

For an employe entitled to six (6) days' vacation:

During the period:

For an employe entitled to twelve (12) days' vacation:

For the period:

March 1, 1965 through August 31, 1965	91 hours
Sept. 1, 1965 through February 28, 1966	86 hours
March 1, 1966 through August 31, 1966	84 hours
Sept. 1, 1966 and thereafter	80 hours

For an employe entitled to eighteen (18) days' vacation:

During the period:

March 1, 1965 through August 31, 1965	137 hours
Sept. 1, 1965 through February 28, 1966	130 hours
March 1, 1966 through August 31, 1966	126 hours
Sept. 1, 1966 and thereafter	120 hours

For an employe entitled to twenty-four (24) days' vacation:

During the period:

March 1, 1965 through August 31, 1965	182 hours
Sept. 1, 1965 through February 28, 1966	172 hours
March 1, 1966 through August 31, 1966	168 hours
Sept. 1, 1966 and thereafter	160 hours

All vacation pay shall be at the straight time hourly basic rate of last service performed. For the purpose of this paragraph 11, the straight time hourly basic rate shall be the hourly rate currently in effect.

(Paragraphs 12 and 13 - no change, except Paragraph 12 will also be applicable for employes qualified for 24 days' vacation).

14. Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at the end of his vacation period, the employe may be permitted to resume work before the expiration of his vacation period and paid in lieu of vacation for the remaining days of his vacation.

(Paragraphs 15, 16 and 17 - no change).

18. These vacation provisions shall be in full 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 by the Company or the Organization, of desire to change this Section 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.

Section 11.

1. The parties hereto 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 Carriers' 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 per cent 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."

2. The Chicago, Burlington & Quincy Railroad will authorize its representation by the Western 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.

3. This agreement is in settlement of the dispute growing out of the provisions relating to hospital, surgical and medical benefits and group life insurance contained in notice dated May 25, 1964 served by the organization signatory hereto on the railroad signatory hereto, and to the extent indicated by the provisions of Article V as above quoted is in settlement of the provisions relating to health and welfare and life insurance benefits contained in notice dated June 25, 1964 served by such railroad on such organization. It is understood that the retroactive application of group life insurance to employees retiring on or after March 1, 1964 is without prejudice to the Railroad's position that under the Railway Labor Act, notice of intended changes in agreements affecting rates of pay, rules or working conditions must be given at least 30 days in advance of the proposed effective date of such notice. It is further understood that the retroactive application of this agreement as aforementioned is not a precedent for any future negotiations and will not be relied upon or cited by the organization or any of its representatives for that purpose or for any other purpose in future bargaining.

Section 12. Holiday Pay. Effective March 1, 1965 the monthly rates of dining car employees after the adjustment under Section 1 of the agreement is made, shall be adjusted by adding the equivalent of 8 days' pay, calculated by computing an annual compensation (the monthly rate multiplied by 12) divided 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.

This is reduced to actual figures as follows, using the Class A chef 6th year rate as an example:

Monthly rate effective March 1, 1965:	\$ 499.98
Multiply by	X 12
	5,999.76
Divide by	÷ 365
	16.44
Multiply	X 8
	131.52
Add	5,999.76
	6,131.28
Divide	÷ 12
New monthly rate	\$ 510.94

Neither party to this agreement shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this Section 12 to become effective prior to January 1, 1967.

Section 13. This agreement is in settlement of disputes growing out of notices dated January 21, 1964 and May 25, 1964 by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) for reduced work month and holiday, vacation, and hospital, surgical and medical benefits and group life insurance, and stabilization of employment.

This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding as provided in Section 9 dealing with vacations, Section 11 dealing with health and welfare, Section 12 dealing with paid holidays, and that no notices will be served by either party prior to September 1, 1966 to change the monthly hours or rates of pay resulting from this agreement.

Signed at Chicago, Illinois, this 27th day of January, 1965.

FOR THE BROTHERHOOD OF SLEEPING CAR  
PORTERS:

*A. Philip Randolph*  
International President

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

*A. E. Eggers*  
Asst. to Vice President-Operation  
(Labor Relations)

AGREEMENT  
between  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
and the  
DINING CAR DEPARTMENT EMPLOYEES  
represented by  
BROTHERHOOD OF SLEEPING CAR PORTERS

Scope of Agreement

Rule 1. This agreement governs the rates of pay and working conditions of the following classes of employees of the Dining Car Department, hereinafter referred to as "employees":

Dining Car Chefs  
Dining Car, Dinette and Coach Cafe Cooks  
Stationary Pantrymen  
Pantrymen  
Waiters-in-Charge  
Waiters  
Waiter Porters  
Zephyr Coach Waiter-Porters  
Zephyr Coach Porter-Waiters  
Zephyr Coach Porters  
Lounge Car and Parlor Car Porters  
Coach-Cafe Waiters-in-Charge.

Definition of Stationary Pantrymen

A stationary pantryman is an employee working under the direct supervision of the chef. They will be secured from the chefs and cooks' seniority roster, retaining seniority in the latter classification.

The employee assigned to the position of stationary pantryman will not be required to perform any service as waiter in the dining room. He will assume complete charge of all facilities holding pantry supplies such as fruit and vegetable lockers, cream and dairy boxes, and all other similar facilities; the care and preservation of all pantry supplies, preparation of all salads, relishes, and such other dishes as are drawn from the pantry.

Rates of pay for stationary pantrymen will be as shown in Rule 2, and a chef or cook bidding in the assignment will receive the rate applicable to his years of service. That is to say, a Class A second cook receiving the third year rate applicable to that category will be paid the applicable third year stationary pantryman's rate.

Rates of Pay

Rule 2. Rates of pay as shown in the table listed below will remain in effect until changed in accordance with the provisions of the Railway Labor Act as amended:

Class "A" Runs such as:

Denver Zephyr Trains 1-10  
Twin City Zephyr Trains 21-22-23-24  
California Zephyr Trains 17-18  
Nebraska Zephyr Trains 11-12  
Trains 21-26, Kansas City-Omaha.

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
1st Cook Chef:	\$491.03	\$495.03	\$499.03	\$503.03	\$507.03	\$511.03
2nd Cook:	463.43	463.53	466.03	468.53	471.03	473.53
3rd Cook:	431.33	433.33	435.33	437.33	439.33	441.33
4th Cook:	419.08	420.33	421.58	422.83	424.08	425.33
Dinette Cook - 1-10:	463.43	463.53	466.03	468.53	471.03	473.53
Coach Cafe Cook-buffet:	433.33	435.33	437.33	439.33	441.33	441.33
Stat. Pantryman:	456.33	457.33	458.33	459.33	460.33	461.33
Waiter-in-Charge:	448.43	450.93	453.43	455.93	458.43	460.93
Pantryman:	424.58	425.83	427.08	428.33	429.58	430.83
Waiters:	423.33	424.33	425.33	426.33	427.33	428.33
Zephyr Coach Porters	437.08	438.33	439.58	440.83	442.08	442.08
Porter-Waiter	436.08	437.33	438.58	439.83	441.08	441.08
Zephyr Waiter-Porter:	427.33	428.33	429.33	430.33	431.33	432.33
Parlor Car Porter:	437.08	438.33	439.58	440.83	442.08	442.08
Lounge Car Porter:	437.08	438.33	439.58	440.83	442.08	442.08

Class "C" Runs such as:  
Trains 3-30

1st Cook Chef:	\$470.53	474.53	478.53	482.53	486.53	490.53
2nd Cook	440.43	442.93	445.43	447.93	450.43	452.93
3rd Cook	431.33	433.33	435.33	437.33	439.33	441.33
4th Cook	419.08	420.33	421.58	422.83	424.08	425.33
Pantryman:	424.58	425.83	427.08	428.33	429.58	430.83
Waiter-in-Charge:	448.43	450.93	453.43	455.93	458.43	460.93
Waiters:	423.33	424.33	425.33	426.33	427.33	428.33
Waiter-Porter:	423.33	424.33	425.33	426.33	427.33	428.33
Porter-Waiter:	436.08	437.33	438.58	439.83	441.08	441.08

Class "E"

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Coach Cafe Cook:	\$433.33	\$435.33	\$437.33	\$439.33	\$441.33	\$441.33
Coach Cafe W-I-C:	440.93	440.93	442.18	443.43	444.68	445.93

Basic Month

Rule 3. (a) Two hundred and five (205) hours or less of service shall constitute a basic month's work for regularly assigned employees. All time worked in excess of two hundred and five (205) hours in a calendar month shall be paid to assigned and unassigned employees at pro rata rates for hours worked in excess of two hundred and five (205) up to two hundred and forty (240), with overtime at one and a half times the basic straight time hourly rates for hours worked in excess of two hundred and forty (240). Overtime, at pro rata hourly rate, to be arrived at by dividing the established monthly rate by two hundred and five (205).

(b) Time paid for in the nature of arbitraries, extra or special allowances (including but not necessarily confined to (1) time held at other than home terminal, (2) called and not used, (3) attending court or inquest, etc.) will not be used for the purpose of calculating overtime pay under this agreement. No rule or combination of rules will be so applied as to require payment of more than pro rata time for time actually worked in excess of two hundred and five (205) and less than two hundred and forty (240) hours in any calendar month.

Minimum Day

Rule 4. The minimum allowance for a straightaway or turnaround trip from terminal to terminal in assigned service shall be eight (8) hours. This rule does not apply to (1) a trip from a layover point to a terminal; (2) from one layover point to another layover point; or (3) to intermediate service performed.

Computation of Time

Rule 5. (a) On straightaway runs employees' time shall be computed from the time required to report for duty and do report, until released from duty at terminal or set out point, subject to deductions of rest periods at night as designated by bulletin when suitable sleeping accommodations are provided. If required to perform service after 9:30 PM or before 5:30 AM such time will be paid for.

(b) In turnaround service, time of employees will be computed continuously from time they are required to report for duty and do report, until finally released from duty; provided, however, that all time released will be deducted at turnaround, set-out or terminal points where an interval of release is in excess of two (2) hours.

(c) When time claimed is not allowed, employees will be so notified in writing.

(d) In case of pay shortage equaling one (1) day or more, time certificate will be issued on request.

(e) In the event constructive hours are allowed on a particular assignment to make up a monthly guarantee and more than one (1) employe performs service on such assignment, the constructive hours shall be divided between the employes who rendered service thereon in the same ratio as the hours worked by each employe bears to the basic month of two hundred and five (205) hours.

#### Deadheading

Rule 6. (a) Employes required to deadhead by order of the company shall be compensated for the actual time deadheaded, computed from time of departure, except that when sleeping accommodations are provided, time deadheaded between the hours of 10:00 PM and 6:00 AM shall not be allowed.

(b) When deadheading is combined with service, the actual time deadheading and working combined with a minimum of eight (8) hours will be allowed.

(c) No payments will be made for deadheading resulting directly or indirectly from the exercise of seniority.

#### Called and Not Used

Rule 7. Employes who are called for service and report but are not used will be allowed actual time with a minimum of three (3) hours, computed from the time required to report until released, at pro rata rates.

#### Called For Service at Terminals

Rule 8. (a) Employes called and used to perform service at terminals not continuous with road trip, such as but not necessarily confined to, stocking or stripping cars and similar work, will be paid for the actual time used on the minute basis at pro rata rates, with a minimum of four (4) hours computed from the time actually reporting for duty until relieved from duty.

(b) Waiters-in-charge or Lounge Car or Parlor Car Porters called to check over cars will be paid for the actual time worked with a minimum of four (4) hours at pro rata rates computed from the time actually reporting for duty until relieved from duty.

(c) When Waiters-in-charge or Lounge Car or Parlor Car Porters lay off of their own accord, the relief employe will be compensated under the provisions of paragraph (b) hereof in lieu of allowing such compensation to the assigned employe.

#### Extra Service Not Connected With Assignment

Rule 9. Assigned employes used to perform service not connected with their regular assignments shall be paid the rate applicable to the service performed, but in no case will they be paid less than they would have been paid on the run to which assigned.

### Extra Service

Rule 10. Unassigned employees at Chicago in the following classes:

Chefs  
Second Cooks  
Waiters

will register in the dining car office on a daily register sheet provided for that purpose. This register shall be available for inspection by employees or their representative during regular office hours. A check of the daily register sheet will be posted each day, showing the chronological order in which the employee registered for his turn out. All unassigned vacancies in the above classes will be filled by the employee first due out and qualified to perform said work in his particular craft.

Waiters-in-Charge, Third and Fourth Cooks will continue to be called for extra service as available. When two or more employees in these classes arrive at the same time the employee with the most seniority will be called first.

Extra employees residing at points other than Chicago will make their registration by telephone.

(b) Extra employees used to relieve regularly assigned employees shall be compensated on the same basis as would employees whom they relieve.

(c) This rule does not in any manner prejudice the provisions of schedule Rule 16(a).

### Time Off at Terminals

Rule 11. Not less than ninety-six (96) hours off duty each calendar month, in twenty-four (24) consecutive hour periods, or multiples thereof, will be allowed assigned employees at designated home terminals.

### Held Away From Home Terminal

Rule 12. Unassigned employees held at other than designated home terminals and not required to perform service will be paid actual time for all time held after the expiration of sixteen (16) hours within the first twenty-four (24) hour period following tie-up and for the whole or any portion of the third eight (8) hour of each following twenty-four (24) hour period. Time to be computed from arrival at tie-up point.

### Employment

Rule 13. (a) Applicants for employment, reemployment, or reinstatement will be required to fill out such application forms and undergo such examinations as may be required by the company.

(b) Applications of new employees shall be approved or disapproved, and if disapproved applicants so notified in writing before they have completed one hundred eighty (180) days of actual compensated service. Employment will be considered temporary during this period of probation.

(c) In the event of an applicant willfully giving false information, his employment may be terminated at any time without an investigation.

#### Examinations

Rule 14. (a) The practice of conducting annual book of rules school will be continued and employes will attend without pay.

(b) Employes will be privileged to make written application to qualify for service in a higher classification within the purview of this collective agreement and will be given an examination for and be permitted to make the necessary student trip or trips on request in order to qualify for service in the higher classification.

#### Seniority

Rule 15. (a) New employes will not establish seniority until they have performed one hundred eighty (180) actual days of compensated service. After seniority has been established under this rule, it shall be as of the date pay first started.

(b) Seniority lists shall be posted on or about January 1 of each year and they shall be open for correction for a period of sixty (60) days from the date of posting on which an employe's name first appears, and no change will be made thereafter. Protests not made within the time limits herein specified shall not be recognized by either party except in the case of obvious typographical error.

(c) Copy of seniority roster will be furnished the organization.

#### Exercise of Seniority

Rule 16. (a) Assignments to regular service, by bulletin or displacement, shall be made on the basis of seniority, fitness and ability, since it is recognized that the character of service demands fitness and ability. Fitness and ability being equal seniority shall govern; the Management to determine fitness and ability in the first instance, subject to the right of an employe adversely affected to handle as a grievance under Rule 25.

(b) An employe assigned to a higher class who fails to qualify will return to his former position without the loss of seniority thereon, and will not acquire a seniority date in the class in which disqualified. Employes will not be disqualified for promotion except for cause after having completed one hundred twenty (120) days of satisfactory service in the higher class.

(c) Exercise of seniority is restricted to new positions, permanent vacancies and loss of assignment through no fault of the employe except that an employe returning to service after leave of absence, sickness, or disability, may exercise seniority on any run bulletined during his absence for which he is qualified.

#### Permanent Vacancies - Bulletins

Rule 17. (a) Schedules of regular assignments setting forth time and place of reporting, hours on duty, and layover shall be prescribed by Management and made available to the employees affected, and a copy shall be given the Organization.

(b) All new positions and permanent vacancies shall be bulletined for a period of ten (10) days. Assignment shall be made within ten (10) days after expiration of bulletin.

(c) A change of home terminal or a change of three (3) hours or more in the reporting time at home terminal will be sufficient cause to rebulletin an assigned run.

(d) Where a regular assignment is temporarily discontinued for any reason, the employees affected, when at or returned to their home station, shall be placed on the extra list after expiration of their normal layover. They may then be assigned as extra employees in accordance with Rule 10 to any service which will make them available for their regular assignment when resumed. If such an employee is due an assignment which would not make him available for his regular run, he will be excused and revert to the foot of the extra list. When his regular assignment is resumed, he may be placed back thereon without bulletin. The guarantee in such cases shall be reduced by the number of working hours the assignment is temporarily discontinued.

#### Temporary Vacancies

Rule 18. (a) Temporary vacancies will be filled by the senior extra qualified employee available, such extra qualified employee to hold the vacancy until it expires, except that after the expiration of ten (10) days, the senior qualified extra man available making written application therefor will be placed thereon.

(b) Vacancies of sixty (60) days or longer may be taken by the senior qualified employee making written application therefor after the expiration of that time.

#### Reduction in Force

Rule 19. (a) When forces are reduced, seniority as defined in Rule 15(a) will be observed.

(b) In the restoration of forces, senior laid off men will be given preference in returning to service if available within ten (10) days. Management may extend this ten-day period for recall, provided satisfactory reasons are given.

(c) Employees desiring to return to service under the provisions of paragraph (b) hereof, must file their addresses in writing with the Manager of Dining Car Service at the time of force reduction, and advise promptly of any change in address. Failure to file address as provided above or failure to report for work within ten (10) days after being notified by mail or telegram sent to last address given, will constitute forfeiture of all seniority rights. Acknowledgement of notice to recall will be made as promptly as possible and in any event within five (5) days after such notice has been mailed by employing officer.

### Retention of Seniority

Rule 20. (a) Employees now filling or subsequently promoted to appointive or supervisory positions with the railroad company, or employees designated to official positions of the organization party hereto, will retain and continue to accumulate seniority in the class or classes where seniority had theretofore been established. In the event they are displaced from such positions with the railroad or organization, they will be permitted to displace any junior employee holding a position for which they are qualified, provided they exercise such seniority within thirty (30) days.

(b) Employees relieved from service account reduction in force will retain seniority rights for two (2) years. If not recalled to service within two (2) years, seniority rights will be terminated.

### Leave of Absence

Rule 21. (a) When service requirements will permit, employees will on request be granted a leave of absence for a limited time not to exceed ninety (90) days, except by agreement between the parties hereto.

(b) An employee who fails to report for duty at the expiration of leave of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

(c) Employees on leave of absence accepting other employment without the Management's written permission shall be considered out of the service and their seniority shall be terminated.

(d) Employees serving on committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad.

### Interline Service

Rule 22. The company will be privileged to run dining car service employees over connecting and foreign lines in interline service; also to permit connecting and foreign line railroads to run their dining car service employees over this railroad in interline service. The provisions of this agreement shall apply to employees of the carrier party hereto who perform interline service on connecting and foreign lines, but shall not apply to employees of other carriers who perform interline service on the property of this carrier.

### Meals and Lodging

Rule 23. This agreement contemplates no change in present practice of furnishing meals to employees when on duty, and sleeping accommodations when available, to employees deadheading or on duty.

### Attending Court or Inquest

Rule 24. (a) Employees attending court or inquest under instructions of the Company will be allowed eight (8) hours' pay at pro rata rates for each working day so used, and will be allowed actual necessary living expenses while away from designated terminal.

(b) Any fee or mileage accruing to the employee shall be assigned to the carrier.

### Claims and Grievances

Rule 25. (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 thirty (30) 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 thirty (30) days from 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 sixty (60) days from the date of said officer's decision proceedings are instituted before the appropriate division of the National Railroad Adjustment Board, or another 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.

### Discipline

Rule 26. (a) An employee who has been in actual compensated service one hundred eighty (180) days or more, or whose application has been approved, shall not be disciplined or dismissed without a fair and impartial hearing.

(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 the investigation is held, be apprised 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 apprise him that if he desires to be represented at the investigation, he may be accompanied by the "duly accredited representative" as that term is defined in Rule 31 of this agreement. The employee may secure the presence of any defense witnesses he may desire. Copy of such notice shall be furnished the Organization.

(c) Investigation shall be held within ninety (90) days from the date of knowledge of the offense, except that if an employe is suspended, investigation will be held within fifteen (15) days from date of suspension. Further, except as to irregularities in the handling of company funds, charges made against an employe under this agreement will be limited to ninety (90) days after the occurrence.

(d) Transcript of evidence and testimony taken at the investigation shall be furnished to employe or his representative upon request and a decision rendered by the Manager Dining Car Service within twenty (20) days thereafter.

(e) If the decision of the Manager Dining Car Service is not accepted, further appeals may be made in writing within thirty (30) days in accordance with paragraphs (b) and (c) of Rule 25.

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

(g) When an employe not involved in the matter being investigated is required by the Carrier to be present at an investigation as a witness, he shall be paid for the actual hours of service lost at the applicable rate. The Carrier will not be required to pay an employe called as a witness by the "duly accredited representative" or the employe under investigation.

#### Printing Schedule Agreement

Rule 27. The railroad company will have printed, in book form, copies of this agreement and furnish a copy to each employe affected.

#### Personnel of Kitchen Crew

Rule 28. (a) When kitchen crews of dining cars, not including stationary pantry-men, consist of four (4) employes they shall be rated as follows:

- |                |                |
|----------------|----------------|
| 1. Chef Cook   | 3. Third Cook  |
| 2. Second Cook | 4. Fourth Cook |

(b) When kitchen crews of dining cars, not including stationary pantry-men, consist of three (3) employes, they shall be rated as follows:

1. Chef Cook
2. Second Cook
3. Fourth Cook

(c) When kitchen crews of dining cars, not including stationary pantry-men, consist of two employes, they shall be rated as follows:

1. Chef Cook
2. Second Cook

(d) When kitchen crews of dining cars, not including stationary pantry-men, consist of one employe, he shall be rated as follows:

1. Chef Cook.

#### Vacations

Rule 29. The following agreement is made in accordance with ARTICLE IV - VACATIONS - of the agreement dated October 19, 1960, and in complete disposition of issues growing out of the Organization's notice of June 12, 1959.

1. Effective with the calendar year 1961, an annual vacation of six (6) consecutive working days with pay, or pay in lieu thereof, shall be granted to each employe covered by this agreement rendering compensated service on not less than one hundred forty-four (144) days during the preceding calendar year.

2. Effective with the calendar year 1961, an annual vacation of twelve (12) consecutive working days with pay, or pay in lieu thereof, shall 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 in each of such years prior to 1960), in each of three (3) of such years, not necessarily consecutive.

3. Effective with the calendar year 1961, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, shall 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 in each of such years prior to 1960), in each of fifteen (15) of such years, not necessarily consecutive.

4. In determining the qualification requirements of one hundred sixty (160), one hundred forty-four (144), one hundred thirty-two (132) and one hundred twenty (120) days of service, each eight (8) hours of work performed shall be considered as one (1) day.

5. Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

6. Calendar days in each current qualifying year, commencing with the year 1960, 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.

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

8. Vacations may be taken from January 1 to December 31 and due regard consistent with the requirements of service shall be given to the desires and preferences of the employees in seniority order when vacation dates are assigned.

9. Each employee qualified for a vacation shall take such vacation at the time assigned. While it is intended that the vacation date designated shall be adhered to so far as practicable, management shall have the right to change such vacation, giving affected employee as much advance notice of such action as is practicable.

10. If the carrier 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 thereof in accordance with the provisions of Section 1, 2 or 3 of this agreement.

11. Vacation allowance, or allowance in lieu thereof, for an employee entitled to six (6) days' vacation shall be an amount equal to the pay for forty-eight (48) hours at the straight time hourly basic rate of last service performed. For an employee entitled to twelve (12) days' vacation the allowance shall be an amount equal to the pay for ninety-six (96) hours at the straight time hourly basic rate of last service performed. For an employee entitled to eighteen (18) days' vacation the allowance shall be an amount equal to the pay for one hundred and forty-four (144) hours at the straight time hourly basic rate of last service performed. The straight time hourly basic rate shall be determined by dividing the applicable monthly rate by 205.

12. Effective September 1, 1960, vacations provided for under existing vacation agreements or as provided herein shall be considered to have been earned when the employee has qualified under Sections 1, 2 or 3 hereof or comparable provisions in existing agreements. 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 or his estate, in that order of preference.

13. Days of compensated service under two or more schedules of rules agreements held by different organizations shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules of rules agreements.

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

15. An employe relieving a vacationing employe shall be paid the applicable rate provided for in the schedule of rules agreement. On assignments where monthly guarantee applies and where the vacationing employe is allowed the monthly guarantee, the employe relieving the vacationing employe shall not participate in the constructive hours allowed to fulfill said monthly guarantee. Vacation days taken shall be credited against the monthly guarantee on the basis of eight (8) hours each.

16. The absence of an employe on vacation with pay as provided for in this agreement shall not be considered as a vacancy, temporary or otherwise, in applying the provisions of the bulletin rules of schedule agreements. 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.

17. (No longer applicable.)

18. The provisions of this agreement supersede existing vacation agreements, and shall become effective January 1, 1961 (except Section 12 which is effective September 1, 1960 and Section 17 which is effective for the year 1960) and shall be in full force and effect for a period of one year from January 1, 1961, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1961 or in any subsequent year) by one party upon the other party 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 (30) days from the date of the 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.

#### Health and Welfare

Rule 30. Employes under this agreement are covered by the agreement of December 21, 1955, as subsequently amended, and Travelers Insurance Company Group Policy Contract GA-23000, as amended. A separate booklet describing the benefits for qualified employes and their dependents may be had upon request.

#### Representation

Rule 31. The Brotherhood of Sleeping Car Porters, referred to in this Agreement as the "Organization", shall represent all employes covered by this Agreement in the making of agreements concerning rates of pay, rules and working conditions, and interpretations thereof.

Duration of Agreement

Rule 32. The foregoing rules shall become effective July 15, 1963 and supersedes previous agreements, understandings, interpretations and rulings in conflict herewith, and shall remain in effect thereafter subject to cancellation upon serving of thirty (30) days' written notice served by one party upon the other, further handling to be in accordance with the provisions of the amended Railway Labor Act.

Signed at Chicago, Illinois this 24th day of June, 1963.

FOR THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:

A. Philip Randolph  
International President

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

A. E. Eggers  
Asst. to Vice President-Operation  
(Labor Relations)

E. J. Bonlin  
Staff Officer

P. M. Scott  
Manager Dining Car Service

## UNION SHOP AGREEMENT

### Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of this carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements become members of the organization party to this agreement representing their craft or class 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 agreements.

### Section 2.

This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, 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 Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, 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 Agreements 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 agreements, be required to become and remain members of the organization representing their class or craft 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-servicemen 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 agreements governing their class or craft 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 employes return to any service covered by the said rules and working conditions agreements 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 representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization 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 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 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 a carrier to have met the requirements of the agreement unless and until such 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 employee 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 individual railroad and the organizations involved 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 Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. 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 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 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 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 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 of 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 of 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 employee.

(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 a 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 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 date of receipt of notice from the organization 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 respective agreements 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 organization involved.

#### 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 in a craft or class shall be terminated, no liability against the carrier in favor of the organization 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 60 or 90 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 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 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 organization 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 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 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 expense 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.

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

#### Section 10.

(a) The carrier party to this agreement 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 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 employee 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 pursuant to the recommendations of Emergency Board No. 98, 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 July 15, 1963, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 24th day of June, 1963.

FOR THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:

A Philip Randolph  
International President

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

C E Eggers  
Asst. to Vice President-Operation  
(Labor Relations)

E B online  
Staff Officer

P M. Scott  
Manager Dining Car Service

AGREEMENT  
between the  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY  
and the  
BROTHERHOOD OF SLEEPING CAR PORTERS  
representing  
CHAIR CAR PORTERS

As certified by the National Mediation Board  
on September 13, 1939, in Case No. R-556,  
and  
DINING CAR EMPLOYEES  
as certified by the National Mediation Board  
on October 11, 1960 in Case No. R-3434.

In final disposition of all the issues involved in the notice served by the Organization, party hereto, upon the Carrier, party hereto, by letter dated September 1, 1961, the following is agreed upon:

ARTICLE I - WAGE INCREASE

(a) Effective February 1, 1962, basic monthly rates of pay shall be increased by four (4) cents an hour or \$8.20 a month.

(b) Effective May 1, 1962, basic monthly rates of pay shall be further increased in the amount of six and twenty-eight one hundredths (6.28) cents an hour or \$12.87 a month.

ARTICLE II - DURATION OF AGREEMENT

(a) The increases provided in Article I shall be effective from the respective dates specified therein until May 1, 1963, and thereafter until changed in accordance with the Railway Labor Act. No other increases or decreases in rates of pay shall be made effective before May 1, 1963. Notices to change the rates of pay established by this agreement may be served on or after February 1, 1963, provided such notices do not contemplate effective dates earlier than May 1, 1963.

(b) This Article II does not prevent adjustments under normal processes in the rates of pay of individual positions; correction of inequities as between rates of different individual positions; or negotiation of rates for new positions or positions where it is alleged that the duties or responsibilities have been or are changed.

ARTICLE III -- EFFECT OF THIS AGREEMENT

This agreement is in complete settlement of dispute growing out of notice served on or about September 1, 1961 by the Brotherhood of Sleeping Car Porters and notice served by the Chicago, Burlington & Quincy Railroad Company on or about September 20, 1961.

Signed at Chicago, Illinois, this 19th day of July, 1962.

FOR THE BROTHERHOOD OF SLEEPING  
CAR PORTERS:

A. Philip Pandolph  
International President

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

A. E. E. E. E.  
Asst. to Vice President-Operation  
(Labor Relations)