

THE PENNSYLVANIA RAILROAD COMPANY
DINING CAR DEPARTMENT

AGREEMENT

This Agreement is entered into this 11th day of May, 1964 by and between The Pennsylvania Railroad Company and Parlor Car Attendants and Parlor Lounge Attendants employes of The Pennsylvania Railroad Company, as represented by The Brotherhood of Sleeping Car Porters.

It is agreed:

The Agreement effective July 1, 1958, as amended, between the parties hereto, is hereby revised as follows:

1. Rule No. 3 (a). Monthly Rates of Pay. Effective June 1, 1964, this rule is amended to read:

"The following rates of pay shall be applied on the basis of service performed within a classification covered by this Agreement:

	<u>First Year</u>	<u>Second Year</u>	<u>Fifth Year</u>
*Parlor Car Attendant	\$ 429.38	\$ 434.38	\$ 439.38
*#Parlor Lounge Attendant	\$ 441.88	\$ 446.88	\$ 451.88

* When a Parlor Car Attendant or a Parlor Lounge Attendant performs service as Space Assigner, as that term is defined in Rule No. 2, compensation for the hours he is so engaged will be based on a rate produced by adding twenty-five dollars (\$25.00) to the monthly rates specified above.

When a parlor lounge attendant is assigned in charge of a parlor lounge car where food is being prepared and served, compensation for the hours he is so engaged will be based on a rate produced by adding ten dollars (\$10.00) to the monthly rates specified above.

Exception: This rate will not apply in situations where the food service is confined to sandwiches, pastries, etc. issued to the car already prepared and wrapped for sale, nor will it apply in situations where the attendants are required to prepare hot beverages such as coffee, tea, etc.

A year shall consist of not less than a twelve month period, dating from the date the employe is assigned to a position in a particular classification, during which such employe shall have rendered compensated service in that classification on one hundred and sixty (160) or more calendar days. If the employe has not rendered compensated service in such classification on one hundred and sixty (160) or more calendar days during such twelve month period, the "year" will be completed when he has worked the 160th day.

2. Rule No. 3 (c). Hourly Rates of Pay. The straight time hourly rate shall be determined as follows:

Effective June 1, 1964 divide monthly rates by 195;
Effective December 1, 1964 divide monthly rates by 185;
Effective June 1, 1965 divide monthly rates by 180.
Effective December 1, 1965 divide monthly rates by 174.

3. Rule No. 3 (d). Overtime. For the figure "205" wherever appearing in paragraph (d) of Rule No. 3, the following shall be substituted:

Effective June 1, 1964	-	"195"
Effective December 1, 1964	-	"185"
Effective June 1, 1965	-	"180"
Effective December 1, 1965	-	"174"

For the figure "240" wherever appearing in paragraph (d) of Rule No. 3, the following shall be substituted:

Effective June 1, 1964	-	"205"
Effective December 1, 1964	-	"195"
Effective June 1, 1965	-	"190"
Effective December 1, 1965	-	"184"

4. Rule No. 4. Basic Month. This rule is amended as follows:

For the figure "205" wherever appearing in this rule, the following shall be substituted:

Effective June 1, 1964	-	"195"
Effective December 1, 1964	-	"185"
Effective June 1, 1965	-	"180"
Effective December 1, 1965	-	"174"

For the figure (6'50") wherever appearing in this rule, the following shall be substituted:

Effective June 1, 1964	-	6.50
Effective December 1, 1964	-	6.17
Effective June 1, 1965	-	6.00
Effective December 1, 1965	-	5.80

5. Rule No. 10. Witness Service. Paragraphs (a) and (b) of this rule are amended as follows:

For the figure "8" hours wherever appearing in this rule, the following shall be substituted:

Effective June 1, 1964	-	7.60
Effective December 1, 1964	-	7.22
Effective June 1, 1965	-	7.03
Effective December 1, 1965	-	6.80

6. Rule No. 12. Employes Held At Away From Home Points. Paragraphs (a) and (b) of this rule are amended as follows:

For the figure "8" hours wherever appearing in this rule, the following shall be substituted:

Effective June 1, 1964	-	7.60
Effective December 1, 1964	-	7.22
Effective June 1, 1965	-	7.03
Effective December 1, 1965	-	6.80

7. Rule No. 32. Vacations. Paragraphs (a)(1), (a)(2), (a)(3), (e) and (f) of this rule are amended as follows:

Rule No. 32(a)(1) An annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

140 days during 1964, to be eligible for a vacation in 1965;
128 days during 1965, to be eligible for a vacation in 1966;
123 days during 1966, and subsequent years, to be eligible
for a vacation in 1967, and thereafter.

Rule No. 32(a)(2) An annual vacation of twelve (12) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

128 days during 1964, to be eligible for a vacation in 1965;
117 days during 1965, to be eligible for a vacation in 1966;
113 days during 1966, and subsequent years, to be eligible
for a vacation in 1967, and thereafter,

provided the employe has three (3) or more years of continuous service, and who, during such period of continuous service renders compensated service on not less than the number of days mentioned above (132 days in each of such years between 1961 and 1963 and 160 days in each of such years prior to 1961) in each of three (3) of such years, not necessarily consecutive.

Rule No. 32(a)(3) An annual vacation of eighteen (18) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

116 days during 1964, to be eligible for a vacation in 1965;
107 days during 1965, to be eligible for a vacation in 1966;
102 days during 1966, and subsequent years, to be eligible
for a vacation in 1967, and thereafter,

provided the employe has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than the number of days mentioned above (120 days in each of such years between 1961 and 1963 and 160 days in each of such years prior to 1961) in each of fifteen (15) of such years, not necessarily consecutive.

Rule No. 32 (e). If the basic straight time work month for employes covered by this Agreement is reduced below one hundred and seventy-four (174) hours, in the Dining Car Department by or because of law or government order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor for employes covered by this Agreement will be correspondingly reduced.

Rule No. 32 (f). For the figures "48", "96" and "144" hours appearing in this rule there shall be substituted:

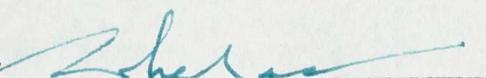
Present Rule	<u>48</u>	<u>96</u>	<u>144</u>
Substitute Effective:			
June 1, 1964	45.66	91.32	136.98
December 1, 1964	43.32	86.64	129.96
June 1, 1965	42.12	84.24	126.36
December 1, 1965	40.74	81.48	122.22

8. Rule No. 37. Handling of Extra Employes. Effective June 1, 1964 this rule is amended by addition of the following paragraph (m):

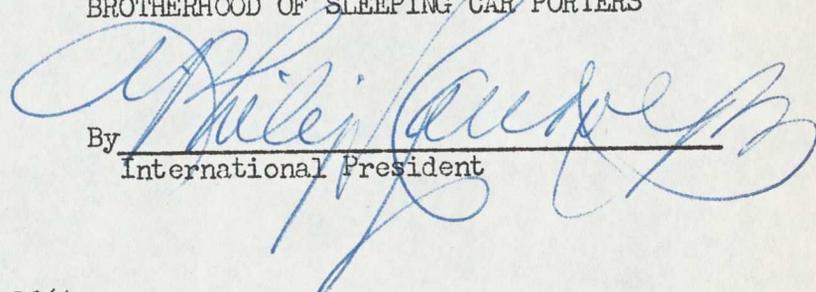
"An extra employe who in a calendar month has accumulated in excess of the number of hours comprehended in the basic month will be continued in his position on the extra board but will not be assigned therefrom during the balance of such calendar month while qualified extra employes who have not accrued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

9. No proposals for changes in rates of pay shall be initiated by the employes against the Carrier or by the Carrier against its employes represented by the Brotherhood of Sleeping Car Porters prior to December 1, 1965.
10. This Agreement is in settlement of the dispute growing out of the notice served on January 21, 1964 by the Brotherhood of Sleeping Car Porters and the notice served by the Carrier on February 17, 1964. This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act with the understanding, as provided in Section 9 hereof, that no notices will be served by either party prior to December 1, 1965, to change the rates of pay resulting from Sections 1 and 2 of this Agreement.

THE PENNSYLVANIA RAILROAD COMPANY

By 
Manager, Dining, Sleeping and
Parlor Car Service

PARLOR CAR ATTENDANTS AND PARLOR LOUNGE
ATTENDANTS, EMPLOYES OF THE PENNSYLVANIA
RAILROAD COMPANY, AS REPRESENTED BY THE
BROTHERHOOD OF SLEEPING CAR PORTERS

By 
International President

Signed at New York, N. Y., May 11, 1964.

NATIONAL MEDIATION BOARD

CASE NO. A-7455

BROTHERHOOD OF SLEEPING CAR PORTERS

AND

THE PENNSYLVANIA RAILROAD COMPANY

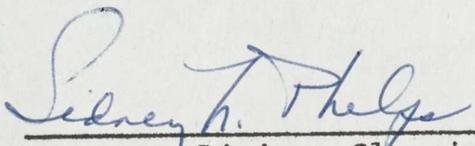
In full, final and complete settlement of differences as set forth in application for mediation as described in Docket Case No. A-7455 of the National Mediation Board and under the provisions of the Railway Labor Act, amended, it is hereby agreed that the questions so submitted are disposed of by the terms of agreements, dated October 15, 1965, copies of which are attached hereto but not made a part hereof.

These agreements shall become effective as stipulated and remain in effect until changed under the provisions of the Railway Labor Act, amended.

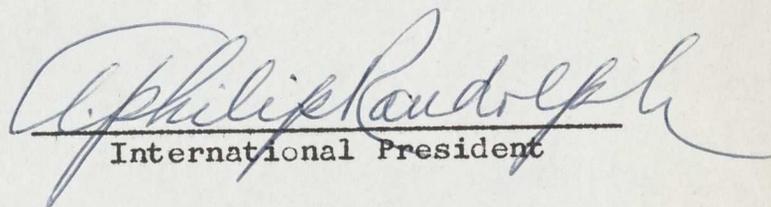
Signed at Philadelphia, Pa., this 15th day of October, 1965.

FOR THE CARRIER:

FOR THE EMPLOYEES:

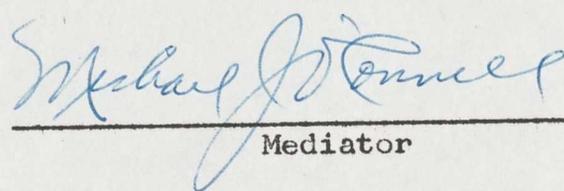


Manager, Dining, Sleeping and
Parlor Car Service



International President

Witnessed:



Mediator

A G R E E M E N T

This agreement made this 15th day of October, 1965, by and between the Pennsylvania Railroad Company and employees thereof represented by the Brotherhood of Sleeping Car Porters.

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IT IS AGREED:

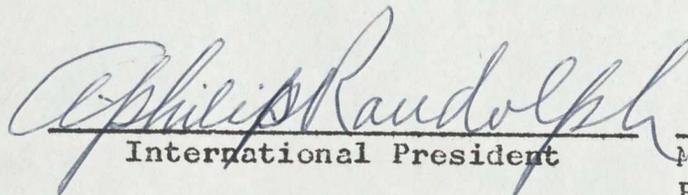
The provisions of the agreement providing for stabilization of employment entered into this date by the parties hereto shall continue in effect only until the date the merger of The Pennsylvania Railroad Company and the New York Central Railroad Company is consummated. Upon consummation of the merger, the appropriate provisions of the Merger Protective Agreement dated May 20, 1964 shall be applied as provided therein to Pennsylvania Railroad employees represented by the Brotherhood of Sleeping Car Porters, except that when applied to such employees the term "present employee", as defined in Section 1(b), is hereby redefined and shall be understood (a) to include only those employees who render any compensated service between January 1, 1964 and October 1, 1965, both dates inclusive, and (b) to exclude any employee, who having qualified as a protected employee under this Agreement of October 15, 1965, ceases to be a protected employee pursuant to the terms thereof.

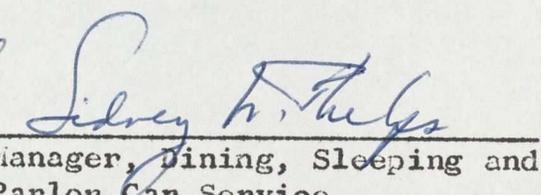
Upon consummation of the merger, the basis for calculating the compensation due a protected employee under this Agreement of October 15, 1965, will continue in effect for that employee (adjusted to include subsequent general wage increases) in lieu of the basis set forth in Appendix D of the Merger Protective Agreement.

SIGNED AT PHILADELPHIA, PA., THIS 15th DAY OF OCTOBER, 1965.

FOR THE EMPLOYEES:

FOR THE MANAGEMENT:


International President


Manager, Dining, Sleeping and
Parlor Car Service

A G R E E M E N T

This agreement made this 15th day of October, 1965, by and between The Pennsylvania Railroad Company and employees thereof represented by the Brotherhood of Sleeping Car Porters.

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IT IS AGREED:

It is mutually agreed that effective October 1, 1965, the terms and provisions of the Mediation Agreement of February 7, 1965 (Mediation Case A-7128) (copy of which is attached hereto as Exhibit 1), are hereby adopted by the parties hereto for application to employees of The Pennsylvania Railroad Company represented by The Brotherhood of Sleeping Car Porters in the same manner as if that Organization were party to the Agreement of February 7, 1965.

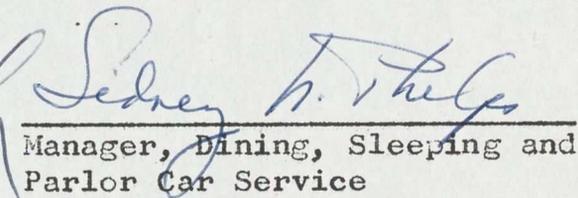
It is understood and agreed that those employees on furlough entitled to be returned to service in accordance with said Agreement will be given notice on or before November 1, 1965, of their recall to service on November 15, 1965. No back pay will be due any employee by reason of the Mediation Agreement of February 7, 1965 or this Agreement.

SIGNED AT PHILADELPHIA, PA., THIS 15th DAY OF OCTOBER, 1965.

FOR THE EMPLOYEES:

FOR THE MANAGEMENT:


International President


Manager, Dining, Sleeping and
Parlor Car Service

AGREEMENT

This agreement made this 15th day of October, 1965, by and between The Pennsylvania Railroad Company and employees thereof represented by the Brotherhood of Sleeping Car Porters.

IT IS AGREED:

ARTICLE A - HOLIDAY PAY

1. Effective July 1, 1965, the monthly rates of pay of parlor car attendants and parlor-lounge attendants shall be adjusted by adding to their annual compensation (monthly rate multiplied by 12) the equivalent of 8 days' pay and dividing the result by 12 to establish the new monthly rate. The appropriate daily rate for the purpose of this computation shall be determined by dividing the annual compensation (the monthly rate multiplied by 12) by 365.

2. 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 Article A to become effective prior to January 1, 1967.

ARTICLE B - VACATION

Rule No. 32, Vacations, is revised, effective with the year 1965, to read as follows:

Rule No. 32 (a) (1) An annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

140 days during 1964, to be eligible for a vacation in 1965;
128 days during 1965, to be eligible for a vacation in 1966;
123 days during 1966, and subsequent years, to be eligible for a vacation in 1967, and thereafter.

(2) An annual vacation of twelve (12) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

128 days during 1964, to be eligible for a vacation in 1965;
117 days during 1965, to be eligible for a vacation in 1966;
113 days during 1966, and subsequent years, to be eligible for a vacation in 1967, and thereafter,

provided the employe has three (3) or more years of continuous service, and who, during such period of continuous service renders compensated service on not less than the number of days mentioned above (132 days in each of such years between 1961 and 1963 and 160 days in each of such years prior to 1961) in each of three (3) of such years, not necessarily consecutive.

(3) An annual vacation of eighteen (18) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than-

116 days during 1964, to be eligible for a vacation in 1965;
107 days during 1965, to be eligible for a vacation in 1966;
102 days during 1966, and subsequent years, to be eligible for a vacation in 1967, and thereafter,

provided the employe has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than the number of days mentioned above (120 days in each of such years between 1961 and 1963 and 160 days in each of such years prior to 1961) in each of fifteen (15) of such years, not necessarily consecutive.

(4) An annual vacation of twenty-four (24) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on a position in the Dining Car Department on not less than 120 days during the preceding calendar year and who has twenty (20) or more years of continuous service with The Pennsylvania Railroad Company, and who during such period of continuous service renders compensated service on not less than 120 days in each of twenty (20) of such years (160 days in 1960 and prior years), not necessarily consecutive.

(b) Calendar days in each current qualifying year, commencing with the year 1960, on which an employee 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 employee 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 Company.

(c) In instances where employees have performed seven (7) months' service with the Company, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Company.

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

(e) If the basic straight time work month for employees covered by this Agreement is reduced below one hundred and seventy-four (174) hours in the Dining Car Department by or because of law or government order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor for employees covered by this Agreement will be correspondingly reduced.

(f) Vacation allowance for an employee entitled to six (6) days vacation shall be an amount equal to the pay for 43.32 (42.12 effective June 1, 1965 and 40.74 effective December 1, 1965) hours at the straight time 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 86.64 (84.24 effective June 1, 1965 and 81.48 effective December 1, 1965) hours at the straight time 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 129.96 (126.36 effective June 1, 1965 and 122.22 effective December 1, 1965) hours at the straight time basic rate of last service performed. For an employee entitled to twenty-four (24) days vacation the allowance shall be an amount equal to the pay for 172.28 (168.48 effective June 1, 1965 and 162.96 effective December 1, 1965) hours at the straight time basic rate of last service performed.

(g) An employee who has qualified for a vacation by rendering compensated service on a position in the Dining Car Department during the preceding calendar year and who has been furloughed from service due to force reduction prior to the date on which he was scheduled to begin his vacation, shall be allowed compensation in lieu of vacation in the calendar month in which his vacation is scheduled.

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

(i) Each employee who is entitled to vacation shall take same at time assigned and while it is intended that the vacation date designated will be adhered to so far as practicable, Management shall have the right to change same provided the employee so affected is given as much advance notice as practicable.

(j) If Management finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance provided in paragraph (f) above.

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

(l) Effective September 1, 1960, 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 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.

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

(n) The absence of an employee on vacation with pay, as provided in this Rule (No. 32) will not be considered as a vacancy, temporary, or otherwise, in the application of Rule No. 17.

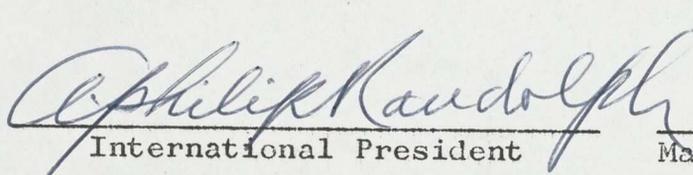
(o) If the work of an employee on vacation can be absorbed by the remaining force or can be deferred, the position need not be filled when the regular occupant is on vacation.

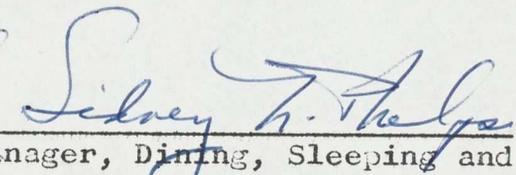
(p) This rule shall be in full force and effect until January 1, 1967, and continue in effect thereafter subject to not less than seven (7) months' notice in writing by the Company or Union of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify 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 or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

SIGNED AT PHILADELPHIA, PA., THIS 15th DAY OF OCTOBER, 1965.

FOR THE EMPLOYEES:

FOR THE MANAGEMENT:


International President


Manager, Dining, Sleeping and
Parlor Car Service

A G R E E M E N T

This agreement made this 15th day of October, 1965, by and between the Pennsylvania Railroad Company and employees thereof represented by the Brotherhood of Sleeping Car Porters.

IT IS AGREED:

1. (a) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1966 for an employee who shall have attained the age of seventy years on or before December 31, 1965; for an employee who attains the age of seventy years during the year 1966, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of seventy years.

(b) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1967 for an employee who attains the age of sixty-nine years in the year 1966; for an employee who attains the age of sixty-nine years during the year 1967, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of sixty-nine years.

(c) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1968 for an employee who attains the age of sixty-eight years in the year 1967; for an employee who attains the age of sixty-eight years during the year 1968, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of sixty-eight years.

(d) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1969 for an employee who attains the age of sixty-seven years in the year 1968; for an employee who attains the age of sixty-seven years during the year 1969, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of sixty-seven years.

(e) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1970 for an employee who attains the age of sixty-six years in the year 1969; for an employee who attains the age of sixty-six years during the year 1970, such seniority

shall terminate on the last day of the calendar month in which such employee attains the age of sixty-six years.

(f) Seniority rights acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate as of January 1, 1971 for an employee who attains the age of sixty-five years during the year 1970.

(g) With respect to any employee who attains the age of sixty-five years on or after January 1, 1971, seniority acquired under the rules and working conditions agreement between the parties signatory hereto shall terminate on the last day of the calendar month in which such employee attains age sixty-five.

2. After the seniority of an employee has terminated as provided in Paragraph 1 hereof, his name shall be removed from the seniority roster or rosters provided for by said rules and working conditions agreement.

3. After the seniority of an employee has terminated as provided in Paragraph 1 hereof, such person shall not be permitted to work or be re-employed by the Carrier in service coming under the rules and working conditions agreement between the parties signatory hereto, unless said parties shall mutually so agree.

4. Where a discrepancy exists as between an employee's age as contained in company records and his actual age verified by evidence submitted to the Carrier, the latter shall govern in the application of this agreement.

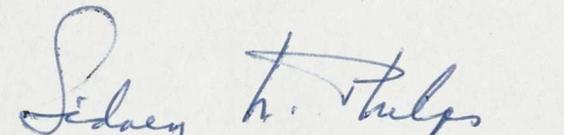
5. Neither this agreement, nor any provision contained herein, nor any application thereof, shall be considered or used as a basis for any time or money claim against the Carrier.

6. This agreement shall become effective January 1, 1966 and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

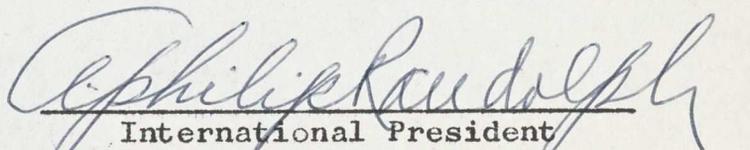
Signed at Philadelphia, Pa., this 15th day of October, 1965.

FOR THE CARRIER:

FOR THE EMPLOYEES:



Manager, Dining, Sleeping and
Parlor Car Service



International President

This agreement made this 27th date of April, 1965, by and between The Pennsylvania Railroad Company and its Parlor Car and Parlor Lounge Attendants represented by the Brotherhood of Sleeping Car Porters, witnesseth:

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 and 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 percent for railroad costs) per month per 'Qualifying Employee' as defined in said Agreement of August 19, 1960; provided, that hospital association railroads parties to this Agreement will pay to The Travelers Insurance Company \$3.40 (less 1 percent for railroad costs) per month per 'Qualifying Employee,' less the part thereof transmitted to the hospital association for hospital, surgical and medical benefits for employees. The carriers parties to this Agreement will also absorb the cost of providing group life insurance in the amount of \$2,000 for retired 'Qualifying Employees,' retiring on or after March 1, 1964, and for four years thereafter.

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

Section 3. No party to this agreement shall serve any notice or proposal or progress any pending notice or proposal on a national, regional or local basis for the purpose of changing the provisions of Group Policy Contract No. GA-23000 or the provisions of the Agreement of January 18, 1955, as amended pursuant to the foregoing Sections of this Article, to become effective prior to March 1, 1963."

2. The Pennsylvania Railroad Company will authorize its representation by the Eastern Carriers' Conference Committee, and the employees parties hereto through the Brotherhood of Sleeping Car Porters will authorize their representation by the Employes' National Conference Committee, Cooperating Railway Labor Organizations, in arranging the modifications of said Group Policy Contract No. GA-23000, and of the Agreement of January 13, 1955, as amended, necessary to make the foregoing effective.

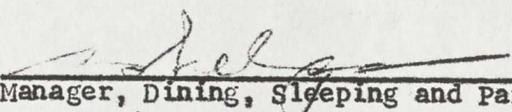
3. This agreement is in settlement of the dispute growing out of the provisions relating to hospital, surgical and medical benefits and group life insurance contained in notice dated May 25, 1964 served by the organization signatory hereto on the railroad signatory hereto.

Dated at New York, N.Y., this 27th day of April, 1965.

For the Employees:

For the Carrier:

/s/ A. Philip Randolph
International President


Manager, Dining, Sleeping and Parlor
Car Service

THIS AGREEMENT, made this 20th day of February, 1967 by and between THE PENNSYLVANIA RAILROAD COMPANY (hereinafter referred to as the "CARRIER") and its employees represented by the BROTHERHOOD OF SLEEPING CAR PORTERS (hereinafter referred to as the "BROTHERHOOD"):

IT IS AGREED:

1. Subject to the conditions herein set forth, the Carrier will withhold and deduct from wages due employees represented by the Brotherhood amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood.

2. No such deduction shall be made except from the wages of an employe who has executed and furnished to the Carrier a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or until the termination of this Agreement, or until the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner.

3. Deductions as provided for herein will be made by the Carrier in accordance with a typewritten deduction list furnished by the Secretary-Treasurer of the Brotherhood. Such list shall be furnished to the Manager, Personnel Accounting, on or before the 20th day of the month preceding the month in which the deductions listed thereon are to become effective, and shall be in the form and shall contain such information as are specified in Attachment "B" hereto. Thereafter a list containing any additions or deletions of names, or changes in amount, shall be so furnished to the Carrier on or before the 20th day preceding the month in which the deduction will be made.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employes for the first bi-weekly period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Carrier will pay, by draft, to the order of the Secretary-Treasurer of the Brotherhood, the total amount of such deductions, less sums withheld in accordance with Paragraph 7 hereof, on or before the tenth day of the month following that in which such deductions are made. With said draft the Carrier shall forward to the said Secretary-Treasurer of the Brotherhood a list setting forth the deductions made and containing a computation of the sum withheld.

5. No deduction will be made from the wages of any employe who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law such as garnishment and attachment;
- (d) Amounts due Carrier, and
- (e) Contributions to Voluntary Relief Department.

6. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employes pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make proper deductions. Any questions

arising as to the correctness of the amount deducted shall be handled between the employe involved and the Brotherhood and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employe concerned.

7. In consideration of the services rendered by the Carrier as provided for herein, the Brotherhood agrees that from each monthly draft payable to the Brotherhood the Carrier shall withhold the sum of eight (8) cents for each such individual deduction.

8. An employe who has executed and furnished to the Carrier an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employe does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employe shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "C" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms by employes, and for the delivery of said forms to the Carrier. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Carrier not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

9. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employe; and no part of this or any other Agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or mis-application or non-compliance with, any part of this Agreement.

10. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

11. This Agreement shall become effective the 1st day of April, 1967 and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

THE PENNSYLVANIA RAILROAD COMPANY

By *Jimmy H. Helges*
Manager, Dining, Sleeping and
Parlor Car Service

BROTHERHOOD OF SLEEPING CAR PORTERS

By *Charles Randolph*
International President

AGREEMENT BETWEEN
THE PENNSYLVANIA RAILROAD COMPANY
AND
THE BROTHERHOOD OF SLEEPING CAR PORTERS
REPRESENTING
SLEEPING CAR PORTERS
AND
SLEEPER-LOUNGE ATTENDANTS
MADE THIS 11th DAY OF AUGUST, 1967

IT IS AGREED:

Article I. The following rules shall be effective August 1, 1967:

Rule No. 1 - Scope

These rules shall constitute an Agreement between The Pennsylvania Railroad Company and employes of the said Company in the classifications of Sleeping Car Porter and Sleeper-Lounge Attendant, represented by the Brotherhood of Sleeping Car Porters.

Rule No. 2 (a) - Monthly Rates of Pay

The following rates of pay shall be applied on the basis of service performed within a classification covered by this Agreement:

Basic Rate (Effective August 1, 1967)

**Sleeping Car Porter \$454.45

**Sleeper-Lounge Attendant \$467.23

**Includes pay for eight (8) holidays.

These rates are established by the Pennsylvania Railroad Company without prior agreement of the Brotherhood of Sleeping Car Porters.

Sleeping Car Porters and Sleeper-Lounge Attendants employed on August 1, 1967, pursuant to the terms of Section I of the Randolph-Wolfe Agreement, will be compensated in accordance with the terms of that Agreement.

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

(c) Overtime - Time worked in excess of one hundred seventy four (174) hours, within a calendar month, shall be paid for as overtime at pro rata hourly rates up to and including one hundred eighty four (184) hours. Time worked in excess of one hundred and eighty four (184) hours shall be paid for at the rate of time and one-half. Time paid for under Rules Nos. 8, 9, 10, 11, 12, 13 and 32 but not actually worked shall not be considered as time worked in the application of this rule.

Rule No. 3 - Pro Rating Hours

The scheduled hours for each cycle made by a regularly assigned employe will be apportioned equally between the calendar days in such cycle and so credited. This shall also apply when the cycle of the last trip in a calendar month extends into the following calendar month.

Example:

An employe is regularly assigned in a seven (7) day cycle, the last three being layover days at the home terminal. He begins the last trip on July 28th and is released on return to the home terminal July 31st. of the 49 hours earned on this trip, 28 are credited in July and 21 in August.

Rule No. 4 - Basic Month

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

(b) When a regularly assigned employe lays off during a calendar month due to sickness, disability, for personal reasons, or is held out of service for disciplinary or medical reasons, he will be paid for 174 hours less five hours and forty eight minutes (5'48") for each scheduled working day on which he performs no service and for each of the scheduled layover days immediately following a scheduled working day on which he performs no service, or less the number of scheduled hours for the trip or trips missed whichever is the greater. In no event shall a regularly assigned employe be paid for less than the number of hours actually earned.

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

Rule No. 5 - Time on Duty

(a) Time on duty each trip will be computed on a continuous basis from time employes are required to report for duty and so report until actually released from duty. There shall be no release from duty unless there is a period of more than three (3) hours between arriving time of the

inbound train and scheduled departure of the succeeding train in the run, and unless there is a period of more than one (1) hour between arriving time of the inbound train and the scheduled reporting time of the employe for the succeeding train in the run.

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

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

Rule No. 6 - Deadheading or Relief Periods

(a) Deadheading, when properly authorized, will be paid the same as time on duty, except that where sleeping accommodations are provided, no payment will be made for deadheading performed between 10:00 P.M. and 6:00 A.M.

(b) Time spent in deadheading in the exercise of seniority shall not be paid for.

(c) Where the requirements of the service will permit employes shall be released from duty for sleep for three (3) hours on overnight runs of twelve (12) hours or less elapsed time, and four (4) hours each night on runs of over twelve (12) hours elapsed time. Sleep periods shall be granted between the hours of 9:30 P.M. and 6:30 A.M., and for regular assignments shall be designated in the operating schedules. During each sleep period the employe shall be provided with a suitable place for sleeping, such as a suitable porter's berth, an upper berth or a berth in a dormitory car.

Exceptions:

- (1) Deductions of time released for sleep in an overnight trip shall not be made to an extent which will reduce credited hours to less than five hours and forty-eight minutes (5'48") for the trip.

Q-1. What is meant by an overnight trip?

A-1. Any operation, the elapsed time of which is less than fourteen (14) hours, where the reporting and release time embrace the hours of 12 midnight to 6 A.M.

(2) It is understood the requirements of the service may not always permit granting sleep periods to the extent provided in this Rule, and where the scheduled period of sleep is not obtainable, the deductible hours shall be reduced by the difference between the scheduled sleep period and the time actually released for sleep. Any loss of scheduled sleep shall be verified and explained by the train conductor or supervisor. No deduction shall apply to any release for sleep of less than two (2) consecutive hours. Any of the scheduled sleep periods not obtained shall be paid for at the hourly rate in addition to all other earnings for the month and shall be credited and paid for in the payroll period in which the loss of sleep occurred.

(d) No payment will be made to employes while they are on relief periods between 9:30 P.M. and 6:30 A.M., where sleeping accommodations are provided.

Rule No. 7 - Temporarily Assigned to Higher Rated Positions

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

Rule No. 8 - Station Duty

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

(b) An extra employe notified or called to perform station duty, other than that necessary to a road trip to which he has been or is assigned, and who reports, shall be paid a minimum of four (4) hours compensation for four (4) hours work or less; time worked in excess of four (4) hours will be computed on the actual minute basis.

(c) A regularly assigned employe notified or called to perform station duty on other than his regular assignment and who reports for duty will be allowed a minimum of five hours and forty-eight minutes (5'48")

compensation for five hours and forty-eight minutes (5'48") work or less; time worked in excess of five hours and forty-eight minutes (5'48") will be computed on the actual minute basis.

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

(e) When an employe performing station duty receives an assignment in road service which has a reporting time earlier than the expiration of four (4) hours station duty, there shall be no overlapping time payments. Time on duty shall run continuous from one assignment to the other.

Rule No. 9 - Called And Not Used

(a) An extra employe who is notified or called to perform service and who so reports but is not used, unless notified not to report before leaving home, will be allowed a minimum of four (4) hours compensation and will be permitted to retain his relative position on the extra list.

(b) A regularly assigned employe notified or called to perform service not covered by his regular line and who so reports but is not used will be allowed a minimum of four (4) hours compensation, unless notified not to report before leaving home.

Rule No. 10 - Witness Service

(a) Regularly assigned employes released from duty to attend court or inquest by direction of an officer of the company will be paid actual time lost from duty and necessary expenses when away from home. On days when no time is lost Sleeping Car Porters and Sleeper-Lounge Attendants will be paid five hours and forty eight minutes (5'48") at the rate of their regular assignments.

(b) Extra employes who are required to attend court or inquest by direction of an officer of the Company, will be allowed five hours and forty eight minutes (5'48") at the rate provided for the service in which last engaged, and necessary expenses when away from home.

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

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

Rule No. 11 - Attending Investigation or Trial

(a) Regular employes required by direction of an officer of the Company to report for investigation or trial immediately after having finished, or just prior to reporting for work, will be allowed continuous time at their regular rate for the time spent in attending the investigation or trial, unless they are found guilty of the offense involved.

(b) Regular employes required by direction of an officer of the Company to attend investigation or trial at other than the times set forth in paragraph (a) of this Rule (No.11), except when already under pay, shall be compensated for the actual time spent in attending the investigation or trial with a minimum of four (4) hours at their regular rate, unless they are found guilty of the offense involved.

(c) Extra employes required by direction of an officer of the Company to attend investigation or trial, will be compensated in accordance with paragraphs (a) or (b) at the rate provided for the service in which last engaged, unless they are found guilty of the offense involved.

(d) This Rule (No. 11) also applies to employes required by direction of an officer of the Company to attend investigation or trial as witnesses for the Company.

Rule No. 12 - Employees Held At Away From Home Points

(a) Extra employees held at away-from-home terminal, set-out or turn around point and not used out in live service the same calendar day, will be paid or permitted to earn not less than five hours and forty-eight minutes (5'48") for each calendar day so held. Extra employees will be paid or permitted to earn not less than four (4) hours on the calendar day such employees leave from the home terminal and similarly on the calendar day such employees arrive at the home terminal. The term "extra employees" as used in this Rule (No. 12) shall include extra employees filling vacancies in regular assignments.

(b) A regular employe held at an away-from-home point, who performs no service or receives no compensation under the Rules of this Agreement during any one calendar day, will be allowed a maximum of five hours and forty-eight minutes (5'48") pay at the pro rata rate for each calendar day so held. Payments under this Rule (No. 12) shall be applied to the guaranteed amounts provided for under Rule 4. Examples are shown as follow:

Example 1.

On a given calendar day an employe arrives at an away-from-home point and is released from duty at 11:00 P.M. He performs no further service and is entitled to no further compensation until he is again required to report for duty at 11:00 P.M. the following calendar day. Inasmuch as this employe received compensation under the Agreement on each of the calendar days, namely, the day he arrived at the away-from-home point and the day he departed from the away-from-home point he is not entitled to receive the five hours and forty-eight minutes (5'48") herein provided.

Example 2.

On a given calendar day an employe arrives at an away-from-home point and is released from duty at 11:00 P.M. He is held at such point without having accrued any earnings under the Agreement until the second

following day, at which time he is placed under pay and departs from the away-from-home point. Inasmuch as this employe was held at the away-from-home point for a complete calendar day and since no earnings accrued under the Agreement for the time so held, he is entitled to receive the total of five hours and forty-eight minutes (5'48") herein provided.

Rule No. 13 - Layover In Regular Assignments

(a) A regularly assigned employe shall be granted at least four (4) calendar day off-duty periods per month at his designated home terminal.

(b) In the event a regularly assigned employe is not granted four (4) calendar day off-duty periods per month at his designated home terminal, as provided for in paragraph (a) of this Rule (No. 13), he shall be paid 1/30th of the monthly rate of pay applicable to the position to which he is regularly assigned in addition to other earnings for each of the said four (4) off-duty periods not granted him.

Rule No. 14 - Temporary Discontinuance of a Regular Assignment

(a) When a regularly assigned employe's position is temporarily discontinued or interrupted at the home terminal and such regularly assigned employe's position is not abolished, he may be eligible for extra work. In order to be considered eligible for extra work, such an employe must be present between 10:00 A.M. and 2:00 P.M. (local time) at the calling place designated by him and personally accept a telephone call for extra work. The names of employes covered by this paragraph (a) of this Rule (No. 14) shall be marked up at the head of the extra list in seniority order. In the event such an employe is not given extra work on that day he shall be compensated in accordance with the provisions of Rule No. 9. In the application of this paragraph (a) of this Rule (No. 14) a position shall be considered as having been abolished and the regularly assigned employe shall be considered as having been notified that his position has been abolished when a notice to that effect shall have been posted on the bulletin board at the home terminal of the employe affected.

(b) When a regularly assigned employe's position is temporarily discontinued or interrupted at a point other than his home terminal, causing such regularly assigned employe to miss his regular assignment, he will be paid or permitted to earn four (4) hours pay for each calendar day held.

(c) The use of regularly assigned employes to perform extra service under paragraphs (a) and (b) of this Rule (No. 14) shall not be considered a violation of Rule 37 or of any other provisions of this Agreement.

Rule No. 15 - Shortage in Pay

Where there is a shortage equal to eight (8) hours or more in the pay of an employe, a pay order will be issued on request to cover such shortage.

Rule No. 16 - Seniority, Fitness and Ability

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

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

(c) When the senior employe is not assigned and feels that he has been unjustly treated, he may appeal his case to the Operations Manager, Dining Car Service, as provided in Rule No. 35. If he does not desire to appeal he may, within five (5) days following the date of notice assigning the position to a junior employe or five (5) days following the date he was denied the right to displace a junior employe, as the case may be, request that he be given a course of training, without expense to the Company. Such a request shall constitute a waiver of the employe's right to appeal under Rule No. 35. If, within thirty (30) days following the date on which his course of training commenced he demonstrates to the satisfaction of the Operations Manager, Dining Car Service, that he is qualified, he shall be assigned to the position in question, and the junior employe thus displaced shall be permitted to exercise his seniority in accordance with Rule No. 22.

Rule No. 17 - Bulletining of Runs

(a) New positions, seasonal positions and vacancies, known to be of more than thirty (30) days duration, shall be bulletined for a period of seven (7) days. Positions and vacancies, not known to be of more than thirty (30) days duration, shall be bulletined for a period of seven (7) days upon the expiration of thirty (30) days from the date they occur.

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

(c) After a position has been bulletined for a period of seven (7) days it shall be assigned to the senior bidder, fitness and ability being sufficient. Notice of the assignment of the position shall be posted within seven (7) days following the expiration of the bulletin.

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

(e) When a position or vacancy has been bulletined and no bids are received from qualified employes having seniority in the classification, it shall be assigned to the junior extra employe who has sufficient fitness and ability therefor and who has completed his probationary period as prescribed in Rule No. 30.

(f) An employe returning to duty after having been absent on account of sickness, disability, suspension, or leave of absence during the entire period a position was bulletined, shall be permitted to exercise his seniority on the position, fitness and ability being sufficient, provided he exercises such right before he returns to his former position. If, during the period he was absent from duty for any of the reasons enumerated in this rule, his former position was bulletined in accordance with the provisions of paragraph (a) of this Rule (No. 17) or his former position was abolished, he shall be permitted to exercise his seniority, fitness and ability being sufficient, to any position held by a junior employe.

Rule No. 18 - Rebulletining Changed Runs

(a) A change in the home terminal of a position, a change of more than 10% in the scheduled layover time at the home terminal, a change in scheduled departure or arrival time of a train from or at the home terminal of one hour or more (except when such change is necessitated by change from or to daylight saving time), shall constitute a changed position which shall be bulletined in accordance with paragraph (a) of Rule No. 17.

(b) An employe who is occupying a regular position which is rebulletined in accordance with paragraph (a) of this Rule (No. 18) may exercise seniority under Rule No. 22 or may remain on the position until it is picked up by the successful bidder. An employe who is occupying such a position while it is being rebulletined may bid for the position. If he does not bid it in and he is not awarded any other position as the result of that bulletin, he shall leave the position when it is picked up by the successful bidder, and he shall be allowed ten (10) days in which to exercise his seniority and he may select any position held by a junior employe except a position in the line in which he had been working.

Rule No. 19 - Release From Regular Assignments

(a) A regularly assigned employe may be released from his regular position for good and sufficient reasons provided he makes a written request to the Operations Manager, Dining Car Service, not less than ten (10) days in advance of the date on which he desires to be released from his position. Such written request shall set forth the reasons therefore.

(b) An employe who is released from his regular position in accordance with the provisions of paragraph (a) of this Rule (No. 19) shall not be permitted to displace a junior employe, but shall revert to the extra list and shall be eligible to bid for any position which is bulletined under the provisions of Rule No. 17, other than the one from which he was released.

(c) When a regularly assigned employe has been released from his position in accordance with the provisions of paragraph (a) of this Rule (No. 19) the position from which he was released shall be bulletined in accordance with Rule No. 17.

Rule No. 20 - Seniority

(a) Sleeping Car Porters and Sleeper-Lounge Attendants previously employed by the Pullman Company shall be placed on the appropriate roster with a seniority date of August 1, 1967 in order of their relative seniority standing on the current Pullman Company rosters immediately prior to that date.

(b) Effective August 2, 1967, seniority shall begin at the time the employe's pay starts on a position covered by this Agreement.

(c) Effective August 2, 1967, when two or more employes start work at the same time on the same day, their names shall appear on the seniority roster in alphabetical order.

(d) An employe who acquires seniority in the Sleeper-Lounge Attendant classification will also acquire seniority in the Sleeping Car Porter classification. The names of such employes and their seniority date will be shown on both rosters.

Rule No. 21 - Seniority Rosters

(a) Separate seniority rosters of each of the following classifications, showing name and seniority date of employees, numbered in chronological order, shall be revised as of January 1st of each year and posted in places accessible to all employees:

1. Sleeping Car Porters
2. Sleeper-Lounge Attendants

A copy of each seniority roster shall be furnished the Chairman of the Local Grievance Committee at the time posted.

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

(b) The initial rosters shall be posted as of August 1, 1967. After posting of the initial rosters, no names will be added to subsequent rosters except those of employes acquiring seniority since the posting of the preceding roster.

Rule No. 22 - Displacement Rights of Employes

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

(b) An employe who has the right to exercise seniority to displace a junior employe must notify the Crew Supervisor or other officer

designated by Management, in writing, at least three (3) hours in advance of the scheduled reporting time of the position. Upon receipt of such written notification the junior employe will be notified of his displacement. The senior employe will be permitted to perform service on the run which he has selected on the first outbound trip from the home terminal of such run after notification to the junior employe.

(c) When an employe is absent from duty on account of sickness, disability, leave of absence, suspension, or vacation at the time his position is abolished or he is displaced by a senior employe, the ten (10) days specified in this Rule (No. 22) shall begin on the date such employe presents himself to the Crew Supervisor, or other officer designated by Management, and signifies his intention to displace a junior employe in the manner prescribed in paragraph (b) of this Rule (No. 22)

Rule No. 23 - Permanent Transfer To Another Classification

(a) Where a vacancy occurs on a position in a classification covered by this Agreement and no bids are received from employes having seniority in that classification, all employes subject to the provisions of this Agreement shall be given an opportunity to apply for such position on the basis of seniority, fitness and ability. where fitness and ability are sufficient, seniority shall govern. In the event an employe is denied the right to transfer to a position in another classification covered by this Agreement, he may appeal his case in accordance with the provisions of Rule No. 35.

(b) An employe transferred to and who accepts a position in another classification under the provisions of paragraph (a) of this Rule (No. 23) shall acquire seniority in that classification effective as of the date assigned to such classification and he shall retain and continue to accumulate seniority in the classification from which transferred.

Rule No. 24 - Employes Transferring To Positions In The Dining Car Department

Employes hereafter transferring to positions in the Dining Car Department not covered by this Agreement shall retain and continue to accumulate seniority while working on such position or positions and, upon return to service under this Agreement, may exercise such seniority within ten (10) days in accordance with Rule No. 22.

Rule No. 25 - Employes Promoted To Supervisory Positions

An employe possessing seniority under the provisions of this Agreement who is promoted to a position with the Company, such position not being subject to the application or exercise of seniority under the provisions of any Agreement in the selection of the person to fill such position, shall retain and continue to accumulate seniority and, provided he reports for duty within ten (10) days after release from such position, he may exercise seniority in accordance with the provisions of Rule No. 22.

Rule No. 26 - Reducing and Increasing Forces

(a) In reducing forces seniority shall prevail in determining those to be retained in service. Except as provided in Rule No. 14 (a), notice of abolishment of a regularly established position or positions shall be given not less than five (5) calendar days in advance, except that not less than sixteen (16) hours advance notice of reduction in force or abolishment of a position will be required under emergency conditions, such as, flood, snowstorm, hurricane, earthquake, fire or strike, provided operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reduction no longer exists or cannot be performed.

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

(c) Employees laid off in reduction of force who desire to retain seniority, must, within ten (10) days from date of notification of furlough, file with the Crew Supervisor, or other officer designated by Management, their names and addresses and keep such officer advised of any change therein. Employees notified by certified United States Mail to report for duty and failing to report within fifteen (15) days from date of notification will forfeit their seniority in all classifications unless a satisfactory explanation is given in writing to the Operations Manager, Dining Car Service.

Rule No. 27 - Employees Serving in Brotherhood Positions

Employees elected or appointed to official positions in the Brotherhood shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such official position and shall have displacement rights as provided for in Rule No. 22 when returning to road service.

Rule No. 28 - Leave of Absence

When the requirements of the service permit, employees will, upon written request, be granted leave of absence, for a limited time with privileges of renewal, but not to exceed a total of ninety (90) days. An employe on leave of absence who engages in outside employment without written permission of the Operations Manager, Dining Car Service automatically forfeits seniority. Appeals under this Rule (No. 28) shall be taken in the same manner and form and shall be subject to the same conditions as appeals under Rule No. 35.

Rule No. 29 - Uniforms

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

(b) Subject to paragraph (c) of this Rule (No. 29), the Company shall pay one-half of the cost of each cap, coat, trousers (two pair of trousers if desired) and overcoat, and the employe shall pay the remaining cost of the uniform.

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

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

(e) Each employe may be required to purchase one full uniform each year and may purchase additional articles of uniform by approval of the Operations Manager, Dining Car Service.

Rule No. 30 - Period of Probationary Employment

The application of an employe entering the service shall be approved or rejected within ninety (90) days from the date he first performs service on a position covered by this Agreement. Within the probationary period, the services of an employe may be terminated for any cause. He shall, however, have the right to be apprised of the reason or reasons for the termination of his services and he may be accompanied by his duly designated representative at the time he is so notified. The appeal privileges specified in Rules 34 and 35 shall not apply to an employe whose services are terminated prior to the expiration of his period of probationary employment but he may request an informal hearing with the Operations Manager, Dining Car Service, at which he may be accompanied by his duly designated representative, for the purpose of discussing his case.

Rule No. 31 - Operating Schedules

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

Rule No. 32 - Vacations

(a) (1) = Effective with the calendar year 1968, an annual vacation of 6 days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service on not less than 144 days during the preceding calendar year in any capacity with the Pennsylvania Railroad* or if he is paid for a total of 144 days or 835 hours as provided in the employes' working agreement.

(2) Effective with the calendar year 1968, an annual vacation of 12 days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service on not less than 132 days during the preceding calendar year, or if he is paid for a total of 132 days or 765 hours as provided in the employes' working agreement, and who has 3 or more years of continuous service in any capacity with the Pennsylvania Railroad* and who during such period of continuous service renders compensated service on not less than 132 days or 765 hours in each of three years, not necessarily consecutive.

(3) Effective with the calendar year 1968, an annual vacation of 18 days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service on not less than 120 days during the preceding calendar year, or if he is paid for a total of 120 days or 696 hours as provided in the employes' working agreement, and who has 15 or more years of continuous service in any capacity with the Pennsylvania Railroad* and who during such period of continuous service renders compensated service on not less than 120 days or 696 hours (160 days or 1,093 hours in the years 1950-59 inclusive; 160 days or 1,217 hours in 1949, and 160 days or 1,280 hours in each of such years prior to 1949) in each of such years, not necessarily consecutive.

(4) Effective with the calendar year 1968, an annual vacation of 24 days with pay, or pay in lieu thereof, will be granted to each employe

covered by this Agreement who renders compensated service on not less than 120 days during the preceding year, or if he is paid for a total of 120 days or 696 hours as provided in the employes' working agreement, and who has 20 or more years of continuous service in any capacity with the Pennsylvania Railroad* and who during such period of continuous service renders compensated service on not less than 120 days or 696 hours (160 days or 1,093 hours in the years 1950-59 inclusive; 160 days or 1,217 hours in 1949, and 160 days or 1,280 hours in each of such years prior to 1949) in each such years, not necessarily consecutive.

*Employes whose service was transferred from the Pullman Company pursuant to the Randolph-Wolfe Agreement dated December 17, 1963 shall have such service counted towards years of service for vacation under this Rule (No. 32). In the application of this Rule No. 32, only service performed on the Pullman Company prior to August 1, 1967 shall be considered.

(b) Calendar days in each current qualifying year, commencing with the year 1967, (or in the case of employes whose service was transferred from The Pullman Company pursuant to the Randolph-Wolfe Agreement dated December 17, 1963, such date as is applicable under that Agreement) on which an employe renders no service because of his sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years 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 Company.

(c) In instances where employes have performed seven (7) months' service with the Company, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such 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 Company.

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

(e) If the basic straight time work month for employes covered by this Agreement is reduced below one hundred and seventy-four (174) hours in the Dining Car Department by or because of law or government order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive days constituting a vacation and pay therefor for employes covered by this Agreement will be correspondingly reduced.

(f) A total of five hours and forty eight minutes (5'48") shall be considered the equivalent of one day in the application of paragraph (a), sections (1), (2), (3) and (4) of this Rule No. 32.

(g) An employe who has qualified for a vacation by rendering compensated service on a position in the Dining Car Department during the preceding calendar year and who has been furloughed from service due to force reduction prior to the date on which he was scheduled to begin his vacation, shall be allowed compensation in lieu of vacation in the calendar month in which his vacation is scheduled.

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

(i) Each employe who is entitled to vacation shall take same at time assigned and while it is intended that the vacation date designated will be adhered to so far as practicable, Management shall have the right to change same provided the employe so affected is given as much advance notice as practicable.

(j) If Management finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance provided in paragraph (f) above.

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

(l) Effective January 1, 1968, 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.

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

(n) The absence of an employe on vacation with pay, as provided in this Rule (No. 32) will not be considered as a vacancy, temporary, or otherwise, in the application of Rule No. 17.

(o) 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.

(p) This rule shall continue in effect subject to not less than seven (7) months' notice in writing by the Company or Brotherhood of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to service notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended. This paragraph (p) shall not preclude the Brotherhood from serving notice to change the length of service requirement of paragraph (a) (3) of this Rule No. 32 from fifteen (15) years to ten (10) years effective January 1, 1968.

Rule No. 33 - Discipline

(a) Employes who have been in service in excess of ninety (90) days shall not be disciplined, suspended, or dismissed from service without a fair and impartial trial.

(b) When a major offense has been committed an employe suspected by the Management to be guilty thereof may be held out of service pending trial and decision.

(c) An employe who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employe, may be accompanied by his duly designated

representative without expense to the Company. A copy of his statement, if reduced to writing and signed by him, shall be furnished him by Management upon his request.

(d) An employe who is accused of an offense and who is directed to report for a trial therefor, shall be given reasonable advance notice in writing of the exact offense for which he is to be tried and the time and place of the trial.

(e) If he desires to be represented at such trial, he may be accompanied by his duly designated representative without expense to the Company. The accused employe and his duly designated representative shall be permitted to question witnesses insofar as the interests of the accused employe are concerned. Such employe shall make his own arrangements for the presence of his representative and his witnesses and no expense incident thereto will be borne by the Company.

(f) Trials shall be held within thirty (30) days from the date the notice of the trial shall have been mailed or delivered to the employe, except that either Management or the employe, for good and sufficient reasons, may extend this time period. Decisions shall be rendered, in writing, within thirty days after the transcript of testimony shall have been completed and attested by the employe involved.

(g) A transcript of the trial record shall be furnished to the accused employe.

(h) If discipline is to be imposed following trial and decision, the employe to be disciplined shall be given written notice thereof at least ten (10) days prior to the date on which the discipline is to become effective, except in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice.

(i) If the discipline to be applied is suspension, such suspension shall date from the time the employe is taken out of service. The time the

employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension. When an employe is held out of service for a period of time in excess of that represented by the suspension imposed, he shall be compensated for time lost by him during the period in excess of the discipline imposed. Such compensation shall be for the difference between the amount earned while out of service, or while otherwise employed, and the amount he would have earned had he not been held out of service in excess of the period represented by the discipline imposed.

Rule No. 34 - Appeals from Discipline

(a) An employe who has been disciplined may appeal from the discipline imposed on him if he does so in writing to the Operations Manager, Dining Car Service within ten (10) days from date he receives notice of the imposition of such discipline and if he so appeals he shall be given an appeal hearing. When an appeal from discipline is made to the Operations Manager, Dining Car Service, this appeal shall act as a stay of application of discipline in all cases except where the discipline has been dismissal. If the original discipline imposed is upheld upon appeal, in whole or in part, the discipline will then be placed in effect. An employe, or his duly designated representative, may appeal in a discipline matter to the Manager Dining Car Service, from the decision of the Operations Manager, Dining Car Service, provided such appeal is made within ten (10) days from the date of notification of such decision.

(b) At hearing on appeal before the Operations Manager, Dining Car Service, or the Manager, Dining Car Service, as the case may be, an employe may, if he desires to be represented at such hearing, be accompanied without expense to the Company, by his duly designated representative.

(c) Notice in writing of the decision of the Operations Manager, Dining Car Service or the Manager, Dining Car Service, shall be furnished to the employe.

(d) When an employe is held out of service, suspended or dismissed in connection with any offense and thereafter exonerated he shall be reinstated and compensated for the difference between the amount earned while out of service or while otherwise employed and the amount he would have earned had he not been held out of service.

(e) The decision of the Manager, Dining Car Service, in a discipline matter shall be final and binding unless the employe appeals the case to the National Railroad Adjustment Board, Third Division, within one (1) year from date the notification of the decision of the Manager, Dining Car Service, has been mailed or otherwise transmitted to the employe.

Rule No. 35 - Appeals - Other Than Discipline

(a) When an employe considers that an injustice has been done him with respect to any matter covered by this Agreement, other than discipline, such an employe, or his duly designated representative, may present the case in writing to the Operations Manager, Dining Car Service, if he does so within ninety (90) days from the date of the occurrence of the alleged injustice. In the case of claims for compensation alleged to be due, the time period and the method of presentation specified in Rule No. 36 will be observed. The employe affected, or his duly designated representative, may appeal to the Manager, Dining Car Service, from the decision of the Operations Manager, Dining Car Service, if he does so, in writing, within ninety (90) days from notification of such decision.

(b) If an appeal is taken as provided for in paragraph (a) of this Rule (No. 35) to the Manager, Dining Car Service, a submission in the following form shall be prepared by the Operations Manager, Dining Car Service or his representative and the employe or his duly designated representative:

1. Subject (which shall specifically set forth the nature of the controversy, date or dates, name of the employe or employes, and the rule or rules involved).

2. Joint Statement of Agreed Upon Facts. (In the event that parties to the dispute cannot agree upon a joint statement of facts, they will separately state the facts to be included in the submission).
3. Position of the employes.
4. Position of the company.

Decision of the Manager, Dining Car Service, shall be rendered within fifteen (15) days following the date on which the appeal shall have been heard.

(c) If an employe is dissatisfied with the decision of the Manager, Dining Car Service, in any matter arising out of the interpretation of application of this Agreement, other than discipline matters, he, or a representative properly authorized by him to act in his behalf, may appeal such decision of the Manager, Dining Car Service, to the National Railroad Adjustment Board, Third Division, if he does so within one (1) year from the date of notification of the decision of the Manager, Dining Car Service.

Rule No. 36 - Claims for Compensation

(a) Claims for compensation alleged to be due, made by or on behalf of a named employe, must be presented, in writing, to the employe immediate supervisor at his home terminal (Assistant Operations Manager at New York, Assistant Superintendent at Washington, Station Sleeping Car Supervisor at Pittsburgh, Crew Supervisor at St. Louis and Car-Crew Supervisor at Chicago) within ninety (90) days from the date the employe received his pay check for the pay period involved, except -

1. Time off duty on account of sickness, disability leave of absence, suspension, or reduction in force, will extend the time limit specified in paragraph (a) of this Rule (No. 36) by the period of such time off duty.

2. When a claim for compensation alleged to be due is based on an occurrence during a period employe was out of service due to sickness, disability, leave of absence, suspension or reduction in force, it must be made, in writing, within ninety (90) days from the date the employe resumes duty.

(b) If claims are not made by or on behalf of named employes within the time limit specified in the foregoing paragraph (a) of this Rule (No. 36), including exceptions (1) and (2), they will not be entertained or allowed.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) of this Rule (No. 36), including exceptions (1) and (2), are not allowed, the employe will be notified to this effect, in writing, within ninety (90) days from the date his claim was presented. When not so notified, claims will be allowed without establishing a precedent.

(d) A claim for compensation denied in accordance with the foregoing paragraph (c) of this Rule (No. 36), will be considered invalid, unless it is listed for discussion by the employe or his duly designated representative with the Operations Manager, Dining Car Service, within ninety (90) days after the date on which the claim was initially denied.

(e) The employe affected, or his duly designated representative, may appeal to the Manager, Dining Car Service, from the decision of the Operations Manager, Dining Car Service, if he does so within ninety (90) days from notification of such decision. If an appeal is taken it shall be taken in the same manner and form and shall be subject to the same conditions as appeals to the Manager, Dining Car Service, under paragraphs (b) and (c) of Rule No. 35.

Rule No. 37 - Handling of Extra Employes

(a) A common extra list of Sleeping Car Porters and Sleeper-Lounge Attendants will be maintained for the purpose of filling vacancies in positions and handling other extra work at each of the following points, or at other points when requirements of the service necessitate the establishment of additional extra lists:

1. New York, N.Y. (Office of Crew Supervisor,
Pennsylvania Station)
2. Pittsburgh, Pa. (Office of Dining/Sleeping Car Agent)
3. Chicago, Ill. (Office of the Car-Crew Supervisor)
4. St. Louis, Mo. (Office of Crew Supervisor)

(b) Extra employes shall be signed up and their names shall appear on the extra list in the same relative order in which they register themselves with the designated officer, following the names of extra men whose names were carried over from the extra list of the previous calendar day in accordance with Section (b) (4) of this Agreement. The following procedure shall be observed in marking up for extra work:

(1) At New York, N.Y., Pittsburgh, Pa., or St. Louis, Mo., an extra employe who is released from duty at his home terminal and desires to mark up on the extra list, shall register on the sign-in sheet provided in the office where he is released, showing time of registration, his name, payroll number, train on which he arrived and time of arrival of such train and his home telephone number. The names of such extra men shall be placed on the extra list.

(2) At Chicago, Ill., extra employes will be signed up and their names shall appear on the extra list in the same relative order in which they make known by telephone or in person to the Car-Crew Supervisor that they are available for extra work.

(3) Extra employes who do not register as specified in paragraph (1) or (2) above, and extra employes who have been off duty for any reason, may register for extra work and their names shall appear on the list in the same relative order, with respect to other extra employes, in which they register in person (where required) or by telephone (Chicago only) with the designated officer.

(4) At 10:00 A.M. (local prevailing time) each calendar day, the names of extra employes who were on the extra list for the previous calendar day and who have not been called for extra work, shall be transferred and shall appear on the extra list for that calendar day in the same order with respect to each other as their names appear on the extra list from which transferred.

(c) Except as provided in sections (f) and (g) hereof, available extra work shall be assigned to the available qualified extra employes in the order of their relative standing on the extra list. In order to be considered available for extra work, an extra employe must be present at the calling place designated by him and personally accept a telephone call for extra work.

(d) (1) Assignments to all known extra work having a reporting time between 12:00 Noon of one calendar day and 11:59 A.M. of the following calendar day shall be made during the period 10:00 A.M. and 12:00 Noon of the first calendar day.

(2) An extra employe (including an extra employe whose name has been carried over from the extra list of the preceding calendar day in accordance with section (b) (4) hereof, who fails to answer a proper call for extra work shall be considered as having missed a call and his name shall be placed at the bottom of the extra list at the expiration of the sign-out period specified in paragraph (1).

(3) An extra employe shall not be considered as having missed a proper call unless he is called at least two hours in advance of the scheduled reporting time of the assignment.

(e) When the extra list becomes exhausted, management shall be free to obtain a qualified employe from whatever source may be available.

(f) Except as otherwise provided herein, extra work, including the filling of vacancies in regular positions, shall be performed by extra employes. This section (f) shall not be construed to restrict the selection by management and the use of regular or extra employes for the performance of extra work in connection with any unusual special party operations, such as, but not limited to, (1) President of the United States, (2) Board of Directors of this or any other corporation, (3) Governor of a State, (4) Financial Analysts, or the use of specifically requested employes for special party operation. The use of regularly assigned employes to perform extra service in such instances shall not constitute a violation of any of the provisions of this Agreement.

(g) When an extra employe is used to perform service into another terminal where an extra list is maintained, such an employe may be returned in service to the location of his own extra list or an intermediate point without regard to the standing of the men on the extra list at such terminal. The use of an extra employe in the manner prescribed above shall not be considered a violation of this Agreement.

(h) Extra lists shall be regulated and maintained so as to afford an average earnings for extra men of approximately one hundred and thirty-five (135) hours per calendar month. This rule shall not be construed as a guarantee.

(i) 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.

Rule No. 38 - New Employes

When new employes are needed, subsequent to August 1, 1967, in the classifications covered by this Agreement, available employes with a seniority date prior to August 1, 1967, with The Pullman Company will be given consideration as the opportunity may offer. Such employes who are hired will be regarded as new Pennsylvania Railroad employes.

Article II - Effective August 1, 1967, the Union Shop Agreement dated June 20, 1958 between the Brotherhood of Sleeping Car Porters, representing Parlor Car and Parlor Lounge Attendants and the Pennsylvania Railroad Company will be applied to:

1. Sleeping Car Porters
2. Sleeper-Lounge Attendants

Article III - Effective August 1, 1967, the Union Dues Check-Off Agreement dated February 20, 1967, between the Brotherhood of Sleeping Car Porters, representing Parlor Car and Parlor Lounge Attendants and the Pennsylvania Railroad Company will be applied to:

1. Sleeping Car Porters
2. Sleeper-Lounge Attendants

Article IV - Beginning September, 1967, and thereafter, The Pennsylvania Railroad Company will pay to the Travelers Insurance Company under Group Policy Contract No. GA-23000 (as amended and expanded for employe and dependent coverage) for each month after August, 1967, \$25.46 (\$25.72 less 1% for railroad costs) per month for each Sleeping Car Porter and Sleeper-

Lounge Attendant who is a "Qualifying Employee" as defined in the Group Policy Contract and who shall have rendered compensated service to the Company in such month.

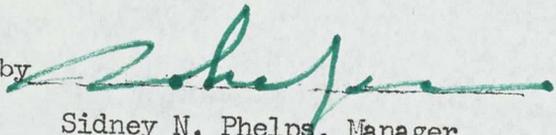
Article V - Upon consumation of the merger between The Pennsylvania Railroad Company and the New York Central Railroad Company the provisions of The Washington Job Protection Agreement of 1936 shall be applied to Sleeping Car Porters and Sleeper-Lounge Attendants who transfer from The Pullman Company effective August 1, 1967 who may be adversely affected with respect to their compensation, rules, working conditions, fringe benefits or rights and privileges pertaining thereto, incident to approval and effectuation of said merger.

Article VI - This Agreement shall become effective August 1, 1967, and shall remain in full force and effect until changed or terminated as provided in the Railway Labor Act, as amended.

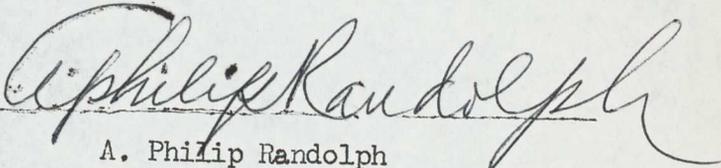
THE PENNSYLVANIA RAILROAD COMPANY

THE BROTHERHOOD OF SLEEPING CAR PORTERS

by


Sidney N. Phelps, Manager
Dining, Sleeping and Parlor
Car Service

by


A. Philip Randolph
International President

Signed at -
Long Island City, New York
August 11, 1967

AGREEMENT

This Agreement is entered into this twentysixth day of April, 1968, by and between The Pennsylvania New York Central Transportation Company and Parlor Car Attendants and Parlor Lounge Attendants, employes of the former Pennsylvania Railroad Company, as represented by the Brotherhood of Sleeping Car Porters.

IT IS AGREED:

The Agreement effective July 1, 1958, as amended, between the parties hereto, is hereby revised as follows:

RULE NO. 17

(e)-When a parlor car attendant position or vacancy has been bulletined and no bids are received from qualified employes having seniority in the classification, it shall be assigned to the junior extra employe who has sufficient fitness and ability therefor and who has completed his probationary period as prescribed in Rule No. 30.

(f)-When a parlor lounge attendant position or vacancy has been bulletined and no bids are received from qualified employes having seniority in the classification, it shall be assigned to the senior Parlor Car Attendant who is qualified and has sufficient fitness and ability as a Parlor Lounge Attendant and who has completed his probationary period as prescribed in Rule No. 30.

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

graph (a) of this Rule (No. 17) or his former position was abolished, he shall be permitted to exercise his seniority, fitness and ability being sufficient, to any position held by a junior employe.

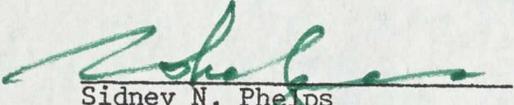
RULE NO. 20

(a)-Seniority shall begin at the time the employe's pay starts on a parlor car attendant position covered by this Agreement. Seniority in the parlor lounge attendant classification shall begin as of the date assigned to the position in accordance with paragraph (f) of Rule No. 17.

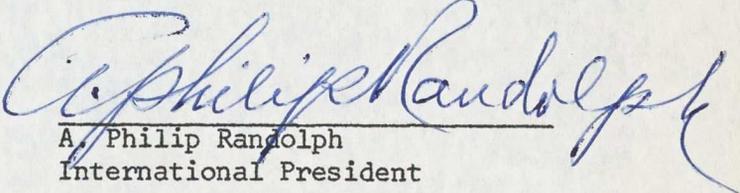
Signed at Long Island City, New York, this twentysixth day of April, 1968.

FOR THE CARRIER

FOR THE EMPLOYES



Sidney N. Phelps
Director, Dining, Sleeping
and Parlor Car Service



A. Philip Randolph
International President