

MEMORANDUM AGREEMENT

This Memorandum Agreement shall become effective September 1, 1970, and will have application only to the employees listed on Attachment "A" hereto.

1. Employees listed on Attachment "A" hereto who are still in active service as of the effective date of this agreement shall not be placed in a worse position with respect to their monthly compensation than as shown on such Attachment "A", except as otherwise provided in this agreement. Such monthly compensation shall be adjusted to include any negotiated increases or decreases in sleeping car porter rates of pay subsequent to September 1, 1970. For any portion of the month which the employee covered hereby is not available for service, the compensation due hereunder for that month as shown on Attachment "A" hereto shall be adjusted downward accordingly.

This Section 1 shall not apply in any case where such employee receives separation allowance under Section 2 of this agreement or where the employee retires, dies, resigns, is dismissed for cause, loses time because of discipline, or is unable to work all or any portion of his regular assignment by reason of conditions not within the control of the Railway Company.

2. In case of discontinuance of regular sleeping car porter assignments on either of the two trains on which such assignments are now utilized, and after employees have exercised their seniority in accordance with rules of the applicable Sleeping Car Porters' Agreement, the Railway Company may offer the sleeping car porter displaced who cannot exercise his seniority employment in other

train porter work or in other crafts or classes of railway employment. If the employee involved accepts such employment and is required to move his place of residence beyond the same general locality of his employment on the date affected, the Railway Company will apply the provisions of Sections 10 and 11 of the Washington Agreement of May 21, 1936. If the employee affected does not accept such employment, or is not physically qualified to perform such employment, the Railway Company will pay him a separation allowance of twelve (12) basic months of pay and his seniority and employment rights will be terminated.

NOTE: "General locality" as used in this Section 2 is an area within a radius of twenty-five (25) miles from the point of employment.

The foregoing shall not apply to sleeping car porter Edward L. Moore. If at any time this employee's seniority rights as sleeping car porter will not enable him to continue working as sleeping car porter, he will return to the ranks of train porters and be governed by the provisions of agreement applicable to that craft of employees.

3. Matters arising under the provisions of Section 1 of this agreement will be handled by the employees' duly accredited representative directly with the Vice President-Personnel, or such representatives as he may designate for such purpose.

This agreement effects full and final settlement of Section 6 notice served on this Railway Company by the Brotherhood of Sleeping Car Porters under date of March 1, 1970, and will remain in full force and effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Signed at Roanoke, Virginia, this 10th day of August, 1970.

FOR THE BROTHERHOOD OF SLEEPING
CAR PORTERS:

B. F. McLaughlin

Eastern Zone Supervisor

FOR THE NORFOLK AND WESTERN
RAILWAY COMPANY

E. A. Manetta

Vice President-Personnel *2*

SLEEPING CAR PORTERS

ATTACHMENT "A"

TO MEMORANDUM AGREEMENT DATED AUGUST 10, 1970

George Carter	- - - - -	\$587.28
Leon Carter	- - - - -	\$587.09
Herbert J. Turner	- - - - -	\$589.56
Collin W. DeShazor	- - - - -	\$552.49
Edward L. Moore	- - - - -	\$427.20