

AGREEMENT

This Agreement made this 10th day of May, 1965, by and between the Gulf, Mobile and Ohio Railroad Company and its employees on the Eastern and Western Divisions represented by the Brotherhood of Sleeping Car Porters:

IT IS AGREED:

ARTICLE I - VACATIONS:

Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay, or pay in lieu thereof, will be granted to each employee covered by the agreement who renders compensated service under applicable schedule agreement between the parties hereto on not less than one hundred twenty (120) days during the preceding calendar year, and who has twenty (20) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred twenty (120) days (160 days in each of such years prior to 1960) in each of twenty (20) of such years, not necessarily consecutive.

For an employee entitled to twenty-four days vacation, the allowance shall be an amount equal to the pay for the following number of hours at the straight time hourly basic rate of last service performed during the periods set out below:

During the Period:

January 1, 1965 through March 31, 1965	172 hours
April 1, 1965 through September 30, 1965	168 hours
October 1, 1965 and thereafter	160 hours

In determining the days of qualifying service, the number of hours in the periods set forth below shall be considered as one day:

During the Period:

May 1, 1964 through September 30, 1964	7.60 hours
October 1, 1964 through March 31, 1965	7.22 hours
April 1, 1965 through September 30, 1965	7.02 hours
October 1, 1965 and thereafter	6.80 hours

ARTICLE II - PAID HOLIDAYS:

Effective April 1, 1965 the monthly rates of train porters and parlor car porters shall be adjusted by adding the equivalent of eight (8) days' pay, calculated by computing the annual compensation (the monthly rate multiplied by 12) divided by 365 to determine the appropriate daily rate, to their annual compensation, as defined above, and this sum shall be divided by 12 in order to establish the new monthly rate.

This is reduced to actual figures as follows:

	<u>Train Porters</u>	<u>Parlor Car Porters</u>
	\$ 452.42	\$ 429.82
Multiply by	12	12
	5429.04	5157.84
Divide by	365	365
	14.87	14.13
Multiply by	8	8
	118.96	113.04
Add	5429.04	5157.84
	5548.00	5270.88
Divide by	12	12
New Monthly Rate	\$ 462.33	\$ 439.24

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 II to become effective prior to January 1, 1967.

ARTICLE III - HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE.

1. The parties hereto adopt the provisions of Article V - Hospital, Surgical and Medical Benefits and Group Life Insurance, of the National Agreement dated November 20, 1964 between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' conference Committees and their employees represented by the signatory labor organizations through the Employees' National Conference Committee, Five Cooperating Railway Labor Organizations, reading as follows:

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

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

Section 2. The carriers and the organizations parties to this Agreement will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make

effective the foregoing Section of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a 'Qualifying Employee,' payments to the insurer, and eligibility for benefits.

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

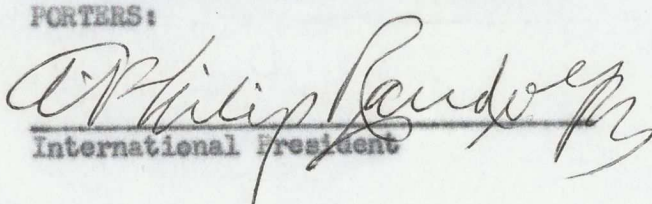
2. The Carrier will authorize its representation by the Southeastern Carriers' Conference Committee, and the Employees parties hereto through the Brotherhood of Sleeping Car Porters will authorize their representation by the Employees' National Conference Committee, Cooperating Railway Labor Organizations,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

ARTICLE IV - EFFECT OF THIS AGREEMENT:

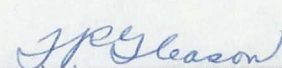
This agreement is in settlement of disputes growing out of notice dated May 25, 1964 by the Brotherhood of Sleeping Car Porters (as representatives of Train Porters and Parlor Car Porters) for holidays, vacations, hospital, surgical and medical benefits and group life insurance.

Signed this 10th day of May, 1965.

FOR THE BROTHERHOOD OF SLEEPING CAR
PORTERS:


International President

FOR THE GULF, MOBILE AND OHIO
RAILROAD COMPANY:


Personnel Assistant

This Agreement made this 14th day of April, 1964, by and between the Gulf, Mobile and Ohio Railroad Company and its employees on the Eastern and Western Divisions represented by the Brotherhood of Sleeping Car Porters:

IT IS AGREED:

ARTICLE I - RATES OF PAY:

(a) Effective May 1, 1964, the monthly rates of pay applicable to Train Porters and Parlor Car Porters shall be reduced \$11.05 per month. Rates of pay effective May 1, 1964 as thus established will be as follows:

Train Porters	\$ 452.42 per month
Parlor Car Porters	429.82 per month

(b) The hours in the periods set forth below shall constitute a basic month for regularly assigned employees who are ready for service the entire month and who lose no time of their own accord:

<u>Period</u>	<u>Hours Constituting a Basic Month</u>
May 1 through Sept. 30, 1964	195 hours or less
Oct. 1, 1964 through Mar. 31, 1965	185 hours or less
April 1, 1965 through Sept. 30, 1965	180 hours or less
Oct. 1, 1965 and thereafter	174 hours or less

(c) The pro rata hourly rate shall be determined by dividing the monthly rate by the hourly factor set forth below:

<u>During the Period:</u>	
May 1, 1964 through September 30, 1964	195 hours
October 1, 1964 through March 31, 1965	185 hours
April 1, 1965 through Sept. 30, 1965	180 hours
October 1, 1965 and thereafter	174 hours

(d) Time actually worked in excess of:

195 hours to and including 205 hours during the period
May 1, 1964 through September 30, 1964;

185 hours to and including 195 hours during the period
October 1, 1964 through March 31, 1965;

180 hours to and including 190 hours during the period
April 1, 1965 through September 30, 1965;

174 hours to and including 184 hours on and after
October 1, 1965,

in a calendar month shall be paid for as overtime at the straight time hourly rate. Time actually worked during a calendar month in excess of the maximum during the periods as set forth below shall be paid for at time and one-half:

During the Period:

May 1, 1964 through September 30, 1964	205 hours
October 1, 1964 through March 31, 1965	195 hours
April 1, 1965 through September 30, 1965	190 hours
October 1, 1965 and thereafter	184 hours

(e) No proposals for changes in rates of pay shall be initiated by the employees against the Carrier, or by the Carrier against the employees represented by the Brotherhood of Sleeping Car Porters prior to October 1, 1965.

ARTICLE II - ASSIGNMENTS:

It is agreed that when making the reduction in hours effective May 1, 1964, assignments now in effect may be rearranged to accomplish the reduction in hours and that such rearranged assignments need not be bulletined.

ARTICLE III - VACATIONS:

Vacation allowance, or payment in lieu thereof, for an employee entitled to six days vacation shall be an amount equal to the pay for the following number of hours at the straight time hourly rate of last service performed during the periods set out below:

During the Period:

May 1, 1964 through September 30, 1964	46 hours
October 1, 1964 through March 31, 1965	43 hours
April 1, 1965 through September 30, 1965	42 hours
October 1, 1965 and thereafter	40 hours

For an employee entitled to twelve days vacation, the allowance shall be an amount equal to the pay for the following number of hours at the straight time hourly basic rate of last service performed during the periods set out below:

During the Period:

May 1, 1964 through September 30, 1964	91 hours
October 1, 1964 through March 31, 1965	86 hours
April 1, 1965 through September 30, 1965	84 hours
October 1, 1965 and thereafter	80 hours

For an employee entitled to eighteen days vacation, the allowance shall be an amount equal to the pay for the following number of hours at the straight time hourly basic rate of last service performed during the periods set out below:

During the Period:

May 1, 1964 through September 30, 1964	137 hours
October 1, 1964 through March 31, 1965	130 hours
April 1, 1965 through September 30, 1965	126 hours
October 1, 1965 and thereafter	120 hours

In determining the days of qualifying service, the number of hours in the periods set forth below shall be considered as one day:

During the Period:

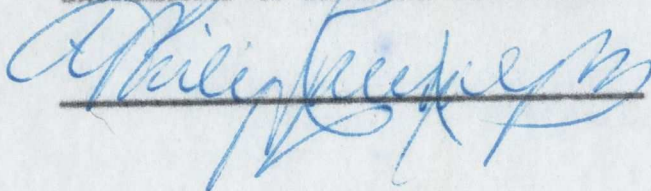
May 1, 1964 through September 30, 1964	7.60 hours
October 1, 1964 through March 31, 1965	7.22 hours
April 1, 1965 through September 30, 1965	7.02 hours
October 1, 1965 and thereafter	6.80 hours

ARTICLE IV


This Agreement is in settlement of the requests set forth in notice served on the Carrier by the Brotherhood of Sleeping Car Porters on January 21, 1964. This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding as set forth in Article I(e) that no notices will be served by either party prior to October 1, 1965 to change the rates of pay resulting from Article I of this agreement.

Signed at Mobile, Alabama, this 14th day of April, 1964.

FOR THE EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF SLEEPING CAR PORTERS:



FOR THE GULF, MOBILE AND OHIO
RAILROAD COMPANY:


PERSONNEL ASSISTANT.

This Agreement made this 21st day of October, 1960, by and between the Gulf, Mobile and Ohio Railroad Company and its employees on the Eastern and Western Divisions represented by the Brotherhood of Sleeping Car Porters:

IT IS AGREED:

ARTICLE I - COST-OF-LIVING ADJUSTMENTS

(a) The cost-of-living adjustments in effect May 1, 1960, amounting to 17 cents per hour, shall be included in and made a part of the then existing basic rates of pay.

(b) The cost-of-living adjustment provisions in the existing agreements are hereby cancelled.

ARTICLE II - WAGE INCREASE

Effective July 1, 1960, all rates of pay for employees covered by this agreement will be increased in the amount of five (5) cents per hour, \$10.25 per basic month of 205 hours.

ARTICLE III - VACATIONS

The request for change in the Vacation Agreement will be held in abeyance pending further negotiations.

ARTICLE IV - HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

Effective March 1, 1961, hospital, surgical and medical benefits shall be improved and group life insurance provided as follows:

(a) With respect to dependents of employees as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000, benefits shall be provided in all respects identical to all benefits now provided under that policy contract with respect to employees except that the Medical Expense Benefits provided under subsection (b) of Section 1 of Part C of Article VII thereof for employees not confined as admitted in-patients in a hospital shall not be included.

(b) Employees whose rights to employee benefits or dependent benefits, or both, based on payments by the carrier would under present agreements lapse by reason the employee's being furloughed and not having rendered compensated service in a month or months shall have their rights to such benefits extended for any period, not exceeding three consecutive months during which such rights would not exist under present agreements, provided the employee retains an employment relationship with the employer during such period and provided further that prior to the beginning of such period the employer has made an aggregate of not less than three monthly payments on behalf of the employee.

(c) Each employee who is a "Qualifying Employee" as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be provided group life insurance in the amount of \$4,000.00, such group life insurance to be effective during the same period that the employee is insured for employee or dependent benefits or both under The Travelers Insurance Company Group Policy Contract No. GA-23000, not including, however, the periods of extended benefits provided in paragraph (b) of this Article.

(d) The Carrier will make the following payments per "Qualifying Employee" per month to The Travelers Insurance Company to secure the benefits provided in said Group Policy Contract No. GA-23000, as amended in accordance with this Article:

For hospital, surgical and medical benefits for dependents only and group life insurance for employees, \$ 12.73

For the continuation of insurance to dependents of furloughed employees as specified in paragraph (b) of this Article; these payments are to be made into the Special Account maintained by The Travelers Insurance Company pursuant to the Agreement of January 18, 1955, as amended, and premium payments for the insurance of furloughed employees are to be paid from the Special Account in accordance with the letter of August 5, 1960,

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(e) The maximum hospital association dues which the Carrier is required to pay per month shall be increased, beginning with dues for benefits on and after March 1, 1961, for a period of two years, to \$7.58 plus the cost of providing the benefits for furloughed employees as set forth in paragraph (b) of this Article.

(f) The Carrier and the Organization 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 paragraphs of this Article for a two-year period beginning with premium payments accruing in February, 1961 and beginning March 1, 1961 with respect to benefits and group life insurance; and will also arrange with the Missouri Pacific Employees Hospital Association to make foregoing paragraphs of this Article effective.

ARTICLE V - ADJUSTMENT IN BASIC WAGE RATES

Article IV of this agreement contemplates that the Carrier make direct payments, in the amounts prescribed, to The Travelers Insurance Company and to the Missouri Pacific Employees Hospital Association, so as to provide the health and welfare benefits described, effective March 1, 1961. Inasmuch as basic rates now include an amount (\$11.05) to be utilized in making such payments, basic monthly rates are reduced accordingly, effective February 1, 1961, thereby producing the following rates:

Train Porters	\$ 442.40
Parlor Car Porters	419.80

ARTICLE VI - DURATION OF AGREEMENT

(a) This Agreement is in settlement of the disputes growing out of notices served on or about June 12, 1959 and on or about September 10, 1959, by the Brotherhood of Sleeping Car Porters.

(b) This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, and with the understanding that no notice will be served to change rates of pay as set forth in this Agreement to become effective before November 1, 1961.

Executed this 21st day of October, 1960.

FOR THE EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF SLEEPING CAR PORTERS:

/s/ A. Philip Randolph (w)
International President

FOR THE GULF, MOBILE AND OHIO
RAILROAD COMPANY:

/s/ T. P. Gleason
Personnel Assistant

AGREEMENT

between

GULF, MOBILE AND OHIO RAILROAD COMPANY

and its

Parlor Car Porters - Eastern and Western Divisions,
Train Porters - Eastern and Western Divisions,
Train Porters, Mail Handlers, Train Attendants and
Sleeping Car Porters - Northern, Southern,
Alabama, Tennessee and Louisiana Divisions

Represented by the

BROTHERHOOD OF SLEEPING CAR PORTERS

This agreement made this 20th day of March, 1951, by and between the Gulf, Mobile and Ohio Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

ARTICLE I - WAGE INCREASE

Effective February 1, 1951, rates of pay for employees covered by this agreement will be increased in the amount of twelve and one-half ($12\frac{1}{2}$) cents per hour, \$25.63 per basic month of 205 hours. The increase provided for in this Article I shall be applied as follows:

(a) Hourly Rates -

Add $12\frac{1}{2}$ cents to the existing hourly rates of pay.

(b) Monthly Rates -

Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. $12\frac{1}{2}$ cents per hour multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

ARTICLE II - COST-OF-LIVING ADJUSTMENT

(a) A cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined" - "All Items" (1935-1939 = 100) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 178.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing April 1, 1951 and each three months thereafter based on the

BLS Consumers' Price Index as of February 15, 1951 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

<u>BLS Consumers' Price Index As Of:</u>	<u>Effective Date of Adjustment - first pay period on or after:</u>
February 15, 1951	April 1, 1951
May 15, 1951	July 1, 1951
August 15, 1951	Oct. 1, 1951
November 15, 1951	Jan. 1, 1952

(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect February 1, 1951, will not be reduced during the life of this agreement. However, such wage rates are subject to a cost-of-living adjustment in accordance with the following table; adjustments to be made on the dates as illustrated in paragraph (a):

BLS Consumers' Price Index Cost-of-Living Allowance

178.0 and less than 179.0	None
179.0 and less than 180.0	1 cent per hour
180.0 and less than 181.0	2 cents per hour
181.0 and less than 182.0	3 cents per hour
182.0 and less than 183.0	4 cents per hour

and so forth, with corresponding 1 cent per hour adjustment for each 1 point change in the index. The initial allowance of 1 cent per hour made when the index reaches 179.0 will not be eliminated unless the index reaches 178.0 or less.

Examples:

If the BLS Consumers' Price Index as of February 15, 1951 should be 179.0 and less than 180.0, 1 cent per hour shall be added effective April 1, 1951, as a cost-of-living adjustment; if such index as of May 15, 1951 should be 178.0 or less, then effective July 1, 1951, the cost-of-living adjustment established under this example will be eliminated.

If the BLS Consumers' Price Index as of February 15, 1951 should be 180.0 and less than 181.0, 2 cents per hour shall be added effective April 1, 1951 as a cost-of-living adjustment; if such index as of May 15, 1951 should be 179.0 and less than 180.0 then effective July 1, 1951 the cost-of-living adjustment established under this example will be reduced by 1 cent per hour.

The cost-of-living adjustment will be applied as a wage increase or a wage reduction in the same manner as the wage increase provided for in Article I hereof.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (a), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f), shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this agreement revise or change the methods or basic data used in calculating the BLS Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 178.0, described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

(g) The parties agree that this Article II shall remain in effect until October 1, 1953, and thereafter subject to change under the provisions of the Railway Labor Act as amended.

ARTICLE III - DURATION OF AGREEMENT

After the date of this agreement no proposals for changes in rates of pay will be initiated by the employees against the carrier or by the carrier against its employees, parties hereto, prior to October 1, 1953.

ARTICLE IV - APPROVAL

This agreement is subject to such approval as may be necessary under the terms of the executive order by the President of the United States taking over the railroads and the laws of the United States pertaining to stabilization of prices, wages, etc.

ARTICLE V - EFFECT OF THIS AGREEMENT

This agreement is in settlement of notices served on the carrier under date of October 23, 1950, and shall remain in effect until September 30, 1953, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Executed at Mobile, Alabama, this 20th day of March, 1951.

FOR THE EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF SLEEPING CAR
PORTERS:

/s/ Thos. T. Patterson
For: A. Philip Randolph
International President

FOR THE GULF, MOBILE AND OHIO
RAILROAD COMPANY:

/s/ T. P. Gleason
Personnel Assistant

A G R E E M E N T

Between

GULF, MOBILE AND OHIO RAILROAD COMPANY

and the

BROTHERHOOD OF SLEEPING CAR PORTERS

COVERING RATES OF PAY

and

RULES AND WORKING CONDITIONS

EFFECTIVE OCTOBER 16th, 1942.

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ARTICLE 1 - SCOPE.

(a) This agreement, made by and between the Gulf, Mobile and Ohio Railroad Company (hereinafter referred to as the "Company") and the Brotherhood of Sleeping Car Porters (hereinafter referred to as the "Brotherhood"), covers rates of pay, rules and working conditions of such employees of the Gulf, Mobile and Ohio Railroad Company as are specified in Paragraph (b) of this Article, and who are referred to hereinafter as "employees".

(b) This agreement applies to sleeping car porters, steward-cooks, and buffet helpers, in the employ of the Company, on passenger sleeping cars, coaches, sleeping-observation cars, buffet-coaches, sleeping-buffet-coach cars, and club-coach cars, owned or operated by the Company, when such cars are used for the purpose of affording service to the travelling public. Nothing herein shall be construed as applying to other employees on the Company's passenger trains, such as train porters, train attendants, mail handlers, and business car employees.

NOTE: Recognizing the more-or-less unique situation in connection with this Company's passenger train operations, it is understood and agreed that, when the requirements of the service make it necessary, steward-cooks and buffet helpers may be required to perform such duties as are customarily performed by train attendants and/or train porters. It is also understood and agreed that, when the requirements of the service make it necessary, train

Article 1-(b), Contd.

attendants (train attendants are not included within the scope rule of this agreement) may be required to perform such duties as are customarily performed by steward-cooks and buffet helpers.

In the employment of steward-cooks and buffet helpers as against train attendants, the primary requirements of the service to be performed (that is, buffet work as against train porter work) will govern the classification of the party to be employed; and when force reductions are necessary, the primary requirements of the service will govern as to which of the two classifications (buffet helper or train attendant) will be retained in service. The Management is, necessarily, the judge as to the primary requirements of the service.

ARTICLE 2 - DUTIES.

Employees, when on duty, are under the immediate jurisdiction of the train conductor, and will perform such duties as may be required by the train conductor, or by other proper authority. Past practices as to services required of employees will continue in effect.

ARTICLE 3 - RATES OF PAY AND OVERTIME.

(a) Employees will be paid a minimum hourly rate of 46¢ per hour.

(b) Employees will be paid for all time required to be, and actually on duty. Periods of release from the performance of service, whether at terminals, or enroute, are not to be construed as time on duty.

(c) Except as provided in Paragraph (d) of this Article, all time on duty will be computed on the actual minute basis, in accordance with the existing hourly rates of pay.

(d) Employees performing service on regular assignments which require 210 hours work or less in a calendar month, will be paid a minimum of \$96.60 (210 hours at 46¢ per hour), if service is performed during the entire calendar month. If less than a full calendar month's service is performed on such assignments in a calendar month, compensation therefor will be allowed on the ratio of the number of hours of service

Article 3 - (d), Contd.

actually performed, to the total hours of service contemplated by the month's assignment.

ARTICLE 4 - EXTRA OR RELIEF SERVICE.

(a) Extra or relief employees performing service in the place of regularly assigned employees will be paid the compensation that the regularly assigned employee would have received for the same service.

(b) When a vacancy occurs on a run operating out of other than a home layover point, or out of a home layover point where an extra or relief employee is not immediately available, such vacancy may be filled initially without regard to these rules, and until such time as a competent extra or relief employee can be promptly located and makes himself available.

(c) Employees performing service (*) on other than regular assignments will be compensated in accordance with the existing hourly rate of pay, for all time required to be on duty, with a minimum of eight hours within any period of 24 consecutive hours from time required to report for duty. (*Deadheading allowed under the provisions of Article 5 is counted as service, where the interval preceding or following a service trip does not exceed one hour. If such interval is in excess of one hour, the service trip and the deadhead trip will be paid for separately). This is not intended to apply to service performed by individuals who may be used to assist employees, when an employee is not available.

ARTICLE 5 - DEADHEADING.

(a) No deadheading allowance will be paid unless employees are required to deadhead by proper authority of the Company, in which case the deadhead allowance will be at the existing hourly rate of pay, for the actual time consumed in deadheading, with a maximum of eight hours within any period of 24 consecutive hours, from time deadhead trip begins. It is definitely understood, however, that such deadheading as is necessary during relief periods enroute is not to be paid for.

(b) No deadheading allowance will be paid in the exercise of seniority. Deadheading contemplated by the provisions of Article 4-(a), 4-(b), 10-(c), 10-(d), and 10-(e) hereof, is included within the term "exercise of seniority".

Article 5, Contd.

(c) Deadheading to relieve employees who lay off on account of sickness or pleasure, will be without expense to the Company.

ARTICLE 6 - COURT ATTENDANCE.

(a) Regularly assigned employees required to attend court by order of the Company, will be paid for the time consumed while in attendance at court, in accordance with the existing hourly rate of pay, with a maximum of eight hours within any period of 24 consecutive hours. However, employees will suffer no loss in wages that would have been earned on regular assignments, as the result of being required to attend court by order of the Company; and, in addition, will be reimbursed for legitimate and reasonable expenses actually incurred, (not to exceed \$2.75 within any period of 24 consecutive hours) if court attendance is away from home terminal or layover terminal.

(b) Extra or relief employees required to attend court by order of the Company will be paid for the time consumed while in attendance at court at the existing hourly rate of pay, with a maximum of eight hours within any period of 24 consecutive hours, plus legitimate and reasonable expenses actually incurred, (not to exceed \$2.75 within any period of 24 consecutive hours) if court attendance is away from home.

(c) Any witness fees or mileage accruing as the result of such court attendance will be assigned to the Company.

ARTICLE 7 - CALLED AND NOT USED.

An employee who is called and reports for duty at the point from which service is to be required, and who is then not used for such service, will be paid a minimum of three hours at the existing hourly rate of pay.

ARTICLE 8 - SENIORITY.

(a) Seniority rights of employees will be established according to the ranking of positions, as follows:

1. Steward-cooks
2. Sleeping car porters
3. Buffet helpers.

(b) Except for those whose names appear on the

Article 8-(b), Contd.

seniority roster which is attached hereto as Exhibit "A" (and made a part hereof), an employee will establish seniority in one or more of the rankings designated in Paragraph (a) of this Article, only in accordance with the following:

1. After performing service in excess of 90 days as a buffet helper, he will establish seniority as a buffet helper, as of the date his actual service as a buffet helper began.
2. After performing service in excess of 90 days as a sleeping car porter, he will establish seniority as a sleeping car porter, as of the date his actual service as a sleeping car porter began.
3. After performing service in excess of 90 days as a steward-cook, he will establish seniority as a steward-cook, as of the date his actual service as a steward-cook began.

(c) The word "rank" as used herein refers to a class or group of employees. It is understood that rank is determined by position, and not by rate of pay; for illustration, all steward-cooks are in the same rank, regardless of rate of pay.

(d) Seniority in a higher rank must be exhausted by an employee before exercising seniority in any lower rank.

(e) Seniority rights of employees will extend over the entire system.

(f) Names of employees who have been in service as such in excess of 90 days will be placed upon seniority rosters, in the order of their seniority standing. Such rosters shall show the date of last entry into service as a regularly assigned employee, and/or as an extra or relief employee. Employees opposite whose names are shown on such rosters, seniority dates under both captions "Seniority In Assigned Service" and "Seniority In Extra or Relief Service", have preferred rights, according to their respective chronological seniority dates, in both such classes of service. Employees opposite whose names are shown on such rosters, seniority dates under only the caption "Seniority in Extra or Relief Service",

Article 8-(f), Contd.

have preferred rights, according to their respective chronological seniority dates, only in extra or relief service.

(g) As to names of persons, the seniority roster which is attached hereto as Exhibit "A", is recognized by both the employees and the carrier as correct; and no persons except those whose names appear thereon, have seniority rights as of the effective date of this agreement. Said seniority roster will be posted promptly in a convenient place at each of the home layover points.

(h) Seniority rosters will be re-issued between January 1st and April 1st of each year. Unless written protest is made within 30 days from date of posting, such seniority rosters will not thereafter be changed. However, in the case of employees whose names appear on the roster which is attached hereto as Exhibit "A", the right of protest under this Article may be invoked only for the purpose of correcting typographical deviations therefrom. A copy of each revised roster will be furnished to the general chairman.

(i) Employees whose names are added to re-issues of the initial roster have the right of protest within 30 days after such re-issued roster first is posted bearing their names, but subsequent re-issues thereof may be protested by such employees only for the purpose of correcting typographical deviations from the record of previous rosters. (Exception) - Where an employee is absent on leave, or is absent because of sickness or disability at the time of re-issue of the initial roster is posted, the time limit provided in this sub-paragraph (i) of Article 8 shall apply from the date such employee returns to duty.

ARTICLE 9 - OFFICIAL POSITIONS WITH BROTHERHOOD.

Employees appointed or elected 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 positions, and shall have displacement rights provided in Article 11-(a) when they return to service as an employee.

ARTICLE 10- FILLING VACANCIES.

(a) When vacancies of more than 60 days occur, or when existing assignments are re-arranged, or when new runs are established, same shall be bulletined in a convenient place at each of the respective home layover points, for a period of ten

Article 10-(a), Contd.

days. Employees desiring to bid on such runs shall file their applications, in writing, with the designated official within the prescribed period, and assignment shall be made within five days thereafter. The senior employee applying for the run will be assigned thereto, if he possesses sufficient fitness and ability to perform the required duties in a proper and satisfactory manner. The name of each employee assigned by bulletin shall be posted promptly where the run or vacancy was bulletined. During the bulletin period, and until an assignment is made, the run will be filled as provided for in paragraph (c) of this Article 10.

(b) Employees regularly assigned on the effective date of this agreement, shall be considered as having obtained such positions under paragraph (a) of this Article.

(c) Vacancies of 60 days or less shall not be bulletined, and will be filled by available extra or relief employees competent to do the work, giving preference to the senior employee. In case no competent extra or relief employee is immediately available, the Company may fill temporary vacancies initially without regard to these rules, and until such time as a competent extra or relief employee can be promptly located, and makes himself available.

(d) An employee assigned to a temporary vacancy of 60 days or less will remain in that position until the regular employee returns to duty, or the position is declared a permanent vacancy, in which case it will be bulletined.

(e) When other than a scheduled passenger train is run upon which the services of an employee are needed, in the opinion of the proper officer of the Company, an extra or relief employee, if competent and available, will be given such service.

ARTICLE 11- REDUCTIONS OR INCREASES IN FORCE.

(a) When force is reduced, or runs abolished, employees displaced thereby will have the right, within ten days to displace employees their junior.

(b) When forces are increased, furloughed employees will be returned to the service in the order of their seniority.

(c) An employee laid off in reduction of force must file, in writing, his name, address and telephone number (if he has a telephone) with the officer notifying him of the lay off, within three days from the date laid off. He must renew such address each 90 days; and, upon failure to do so, or failing to

Article 11-(c), Contd.

report for duty within seven days after written notice shall have been mailed or telephoned to the last recorded address, or failing to give satisfactory reason for not doing so, he will automatically terminate employment relationship with the Company.

(d) Except for those whose names appear on the seniority roster which is attached hereto as Exhibit "A", an employee who is not used within a period of one year from the date he is laid off, will automatically terminate employment relationship with the Company.

ARTICLE 12- LEAVE OF ABSENCE.

(a) Employees, upon written request, shall be granted reasonable leaves of absence when they can be spared without interference to the service, but not to exceed 60 days within any twelve-month period, except in instances of sickness or injury, or except by mutual agreement between the Brotherhood and the Management.

(b) Employees on leave of absence accepting other employment without the Management's written permission shall automatically terminate employment relationship with the Company.

(c) Pursuant to Federal legislation (i.e., Public Resolution No. 96, of the 76th Congress, and the Selective Training and Service Act of 1940) any employee of this Company who has established a seniority date and who shall be ordered or inducted into the land or naval forces in accordance with such legislation, or has enlisted in the land or naval forces after the declaration of the existence of an emergency by the President of the United States on September 8, 1939, shall, upon completion of such service in the land or naval forces, be restored to such position with this Company, (including rights to promotion) to which his accumulated seniority entitles him, all in accordance with the then existing rules of the schedule agreement, the same as if he had remained in the service (such right to be exercised by the individual within five days from his reporting for duty), provided, upon completion of his service he receives from the Government a certificate as provided by the law, or other proper evidence of release, is still qualified to perform the duties of such position, makes application for return to service within forty days after he is released from such training and service, and provided this Company's circumstances have not been so changed as to make it impossible or unreasonable to return him to his former position or a position of like seniority, status and pay; provided, that in connection with voluntary enlistments in the regular land or naval forces, the above will apply only to the first period of such enlistments.

Article 12-(c), Contd.

The general purpose hereof is to provide that all such persons who return to the service of this Company in accordance with the provisions of the paragraph above, shall be considered as having been on leave of absence or furlough during their period of training and service, shall be restored to service without loss of seniority, and shall be entitled to participate in the insurance or other benefits offered by this Company pursuant to established rules or practices relating to employees on furlough or leave of absence.

Such employees, while so engaged in military or naval service will be granted free transportation to the same extent as though they were engaged in the active service of this Company.

ARTICLE 13- GRIEVANCES AND CLAIMS.

(a) Employees, in service as such for more than 90 days, shall not be disciplined or dismissed without investigation. They may, however, be held out of service pending such investigation. The investigation shall be held within 20 days from the date the employing officer has knowledge of the facts, and will be notified of the result of investigation, in writing, within 10 days after the completion of the investigation.

(b) An employee may have a representative, or representatives, of his own choice present to assist at the investigation. If it is found that he was not to blame for an act for which he was held out of service, he will be reimbursed for all time lost as a result thereof, less the amount earned in any other employment, and/or less the amount payable from unemployment insurance, social security benefits, or other similar sources.

(c) When an employee feels that disciplinary action is not satisfactory, he shall have the right of appeal, through his Committee, in succession to the next superior officer in charge, up to and including the highest officer designated by the Company to handle such cases. If it is found that he was not to blame for an act for which discipline was assessed, he will be reimbursed for all time lost as a result thereof, less the amount earned in any other employment, and/or less the amount payable from unemployment insurance, social security benefits, or other similar sources.

(d) Except for claims arising from alleged shortages in pay checks, grievances or claims of any nature arising under this agreement will be presented to the proper authority of the

Article 13-(d), Contd.

Company, in writing, within 30 days from the date of events or circumstances giving rise to the grievance or claim. Unless grievances or claims are so presented within said period of time, it is agreed that they will be barred, and the right to assert them is extinguished. Claims arising from alleged shortages in pay checks may be presented to the proper authority of the Company in writing, within 60 days from the date for which claim for shortage is made, after which period of time, if no claim has been made, such claims will be barred, and the right to assert them is extinguished.

(e) When time claimed by an employee is not allowed, he shall be notified promptly in writing and be given the reason why such claim was not allowed.

(f) It is definitely understood and agreed that no grievance or claim of any nature, by or in behalf of employees, exists or is pending or unadjusted, as of the effective date of this agreement.

ARTICLE 14- NON-DISCRIMINATION.

No discrimination shall be practiced by the Management or by representatives or members of the Brotherhood, as between members and non-members of the Brotherhood.

ARTICLE 15- APPLICANTS FOR EMPLOYMENT.

(a) Applicants for employment who, in the judgement of the Management, may be able to qualify as an employee, will be given a training period extending over a maximum of fifteen days, which training period will be without expense to the Company.

(b) Applicants accepted for employment will be notified within 90 days from the date they first begin work whether their application is approved or disapproved. If not notified within said 90 days, the application will be considered as approved.

ARTICLE 16- UNIFORMS AND CAPS.

Sleeping car porters will be required, at their own expense, to provide themselves with uniforms and caps in accordance with the Company's standards.

ARTICLE 17- DURATION.

This agreement shall be effective as of October 16th, 1942 (except that the minimum hourly rate of 46¢ per hour is established retroactively for the period from May 16th, 1942 to October 15th, 1942, both dates inclusive), and shall continue in

Article 17, Contd.

effect thereafter subject to thirty days' written notice being given by either party to the other to terminate same, or to change any part thereof in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE 18- APPROVAL.

It is agreed that this agreement has been reached by the process of collective bargaining following the adjustment procedure of the Railway Labor Act. It is further agreed that this agreement is made subject to the approval, if necessary, of the National War Labor Board or such other governmental agency or authority as may have jurisdiction. And the parties hereto further agree that they will cooperate in the filing of proper notice with the appropriate governmental agency or authority, and in securing its approval of this agreement.

Accepted and agreed to at Mobile, Alabama,
this 12th day of October, 1942.

GULF, MOBILE AND OHIO RAILROAD COMPANY,

(S) R. C. Lauten
Assistant to Vice President.

BROTHERHOOD OF SLEEPING CAR PORTERS,

(S) Thos. T. Patterson
FOR - A. PHILIP RANDOLPH,
International President.

GULF, MOBILE AND OHIO RAILROAD COMPANY

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SENIORITY ROSTER

(Exhibit "A" of Agreement effective October 16, 1942)

In conformity with the provisions of Article 8 of the agreement between the Gulf, Mobile and Ohio Railroad Company and the Brotherhood of Sleeping Car Porters, governing rates of pay and working conditions of Steward-cooks, Sleeping Car Porters, and Buffet Helpers, the following seniority roster has been agreed upon between representatives of the Company and the Brotherhood, and is recognized by both the employees and carrier as correct, and is not subject to change:

<u>Name</u>	<u>Seniority in Assigned Service</u>	<u>Seniority in Extra or Relief Service</u>
<u>Steward-cooks (Rank 1 Positions)</u>		
Norman Miller	1-14-42	1-14-42
Edger Carter	2-16-42	2-16-42
Al Bridgman	3- 1-42	3- 1-42
Bennie Adams	5-10-42	5-10-42
George Richards	5-11-42	5-11-42
J. H. Smith	5-12-42	5-12-42
Clinton Requer	7-15-42	7-15-42
Alcee Alfred	9-10-42	9-10-42
J. H. Hinton	9-26-42	9-26-42
<u>Sleeping Car Porters (Rank 2 Positions)</u>		
John Hall	1- 1-25	1- 1-25
Connie Ferguson	10- 1-25	10- 1-25
Ben Whitfield	9- 7-36	9- 7-36
Walter Alexander	12-16-37	12-16-37
Clarence Cross	- - -	2- 8-39
James Johnson	- - -	2- 9-39
A. B. Whitmore	11- 5-39	11- 5-39

GULF, MOBILE AND OHIO RAILROAD COMPANY
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Page 2 of Seniority Roster, Exhibit "A" of Agreement effective
October 16, 1942.
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<u>Name</u>	<u>Seniority in Assigned Service</u>	<u>Seniority in Extra or Relief Service</u>
<u>Buffet Helpers (Rank 3 Positions)</u>		
Bennie Adams	12-16-40	12-16-40
Edgar Carter	3- 1-41	3- 1-41
Al Bridgman	7-15-41	7-15-41
George Richards	8-30-41	8-30-41
Willie Spates	1- 6-42	1- 6-42
Norman Miller	1-14-42	1-14-42
Emanuel Giddens	3-16-42	3-16-42
Alcee Alfred	4-16-42	4-16-42
J. H. Smith	5-12-42	5-12-42
Willie Moore	6- 3-42	6- 3-42
Clinton Requer	7-15-42	7-15-42
Fred Johnson	8-11-42	8-11-42
Jerry Tony	8-24-42	8-24-42
Jessie Fox	- - -	8-25-42
J. H. Hinton	9-26-42	9-26-42
John Hall	- - -	10- 1-42
Connie Ferguson	- - -	10- 2-42
Ben Whitfield	- - -	10- 3-42
Walter Alexander	- - -	10- 4-42
A. E. Whitmore	- - -	10- 5-42
Clarence Cross	- - -	10- 6-42

Accepted and agreed to at Mobile, Alabama, this 12th day
of October, 1942.

FOR THE BROTHERHOOD OF SLEEPING CAR
PORTERS:

(S) Thos. T. Patterson
For A. Philip Randolph,
International President.

FOR THE CARRIER:

(S) R. C. Lauten
Assistant to Vice President