



**Chicago and North Western
Railway Company**

AGREEMENT

BETWEEN

**CHICAGO AND NORTH WESTERN
RAILWAY COMPANY**

AND

**BROTHERHOOD OF
SLEEPING CAR PORTERS**

GOVERNING

**HOURS OF SERVICE AND
WORKING CONDITIONS**

**PARLOR CAR, BUFFET CAR
AND COACH PORTERS**

EFFECTIVE JANUARY 16, 1941



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CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

BROTHERHOOD OF

RAILROAD EMPLOYEES

ORDER OF RAILROAD
WORKERS

NATIONAL ASSOCIATION
OF RAILROAD PASSENGER
AND COACH MEN

PREAMBLE

The following agreement, effective January 16, 1941, will govern rates of pay, hours of service and working conditions, parlor car, buffet car, and coach porters in the employ of the Chicago and North Western Railway Company, and supersedes all previous schedules, agreements, and rulings thereon.

SCOPE.

1. This agreement shall apply to all employes of the Chicago and North Western Railway Company classified as -

- (a) Parlor Car Porters
- (b) Chair Car or Coach Porters
- (c) Buffet Car, Club Car and Business Car Porters
- (d) Porters-in-Charge

in their performance of service in connection with work on parlor cars, coach or chair cars, buffet cars, lounge cars, tap room cars, or other composite cars.

RATES OF PAY.

2. (a) Rates of pay applicable to employes referred to in rule 1 shall be as follows:

Class of Employee	Rate Per Month
Parlor Car Porter	\$86.20
Buffet Car Porter	86.20
Chair Car or Coach Porters	90.00
Porter-in-Charge -	\$13.50 per month in addition to established monthly rate of porter.

PORTER-IN-CHARGE-DEFINITION OF.

(b) Porter-in-charge service applies to porters in charge of a car and responsible for stock and money collected from sale thereof.

(c) The daily rate of pay of employees shall be determined by dividing the monthly rate by the number of days there are in the current month; the hourly rate, by dividing the monthly rate by two hundred forty.

OVERTIME-
RATES OF
PAY.

(d) Time credited in excess of two hundred forty hours within a calendar month shall be paid for as overtime at the rate of time and one-half.

BASIC
MONTH.

3. (a) Two hundred forty hours credited work shall constitute a basic month's service. Where the credited hours on a regular assignment are less than 240 per month, deduction shall not be made from regular established monthly rates of pay.

(b) Employees assigned to high speed daily operated streamlined trains (such as the "400" between Chicago and Minneapolis) will be allowed not less than six days relief per month.

DEADHEAD
SERVICE.

4. Employees deadheading either on passes or cars on company business (except in connection with witness service) shall receive credit for twelve hours for each twenty-four hour period on the hourly basis and actual time up to twelve hours for less than a twenty-four hour period, time to be computed from the time required to go on duty until arrival at destination.

STATION
DUTY.

5. An employe not regularly assigned to station duty called and used for station duty shall be credited with actual time on duty, with a minimum credit of four hours if no other service is performed continuous therewith. An

extra employe so used will not lose his turn on the extra board. Station duties referred to herein shall include assisting in preparing cars for occupancy, receiving passengers, carrying diagrams and messages to and from offices and trains, and similar work, but shall not include station janitor work.

WITNESS
SERVICE.

6. An employe required by the management to appear as a witness in court proceedings shall receive credit for eight hours for each twenty-four hour period and actual time up to eight hours for less than a twenty-four hour period while in such service, and allowed legitimate and reasonable expenses actually incurred.

CALLED AND
NOT USED.

7. An employe called and reporting for service and not used shall be credited with a minimum of two hours but shall not lose his turn on the extra board.

PAYMENT
FOR DAYS
CREDITED.

8. An employe completing a regular monthly assignment, properly credited, shall be paid his established monthly wage for such time, except where payment therefor on the hourly basis will produce a greater amount.

SERVICE ON
LAYOVER OR
RELIEF
DAYS- COM-
PENSATION
FOR.

9. Regularly assigned porters required to perform service on layover or relief days not a part of their regular assignment will be compensated therefor in addition to compensation on regular assignment.

LAYOVERS
ON REGULAR
ASSIGN-
MENTS.

10. Specific layovers at each terminal shall be designated in operating scheduled for regular assignments.

RELIEF
DAYS.

11. Not less than ninety-six hours off duty each month in twenty-four consecutive hour periods or multiples thereof will be allowed at designated home terminal on assignments where the service does not permit of at least twelve consecutive hours off duty at the home terminal in each forty-eight hour period.

SENIORITY
DATE.

12. Seniority begins at the time porter's pay starts. Where the pay of two or more porters starts at the same time, the employing officer shall designate the order in which their names shall appear on the seniority roster at time of employment.

SENIORITY
ROSTERS.

13. Rosters showing name and seniority date of employes, numbered in chronological order, shall be revised and posted as of January 1st each year in a place accessible to those affected.

A copy of roster shall be furnished the chairman of the local grievance committee at the time posted.

An employe shall have sixty days from date his name first appears on the roster to protest his seniority date or relative position on the roster, except where an employe is absent on leave 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 day period, future appeals shall not be recognized unless the employe's seniority date or relative standing on the roster is changed from that first correctly posted.

Employees coming within the scope of this agreement, as set forth in rule 1, shall be placed on the same seniority roster.

RETENTION
OF SENI-
ORITY.

14. Employees promoted to supervisory positions with the railway company or elected to official positions in the organization 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 as provided in rule 19 when returning to the service.

CONTINUITY
OF SENI-
ORITY.

15. No deductions shall be made from the seniority of employees coming within the scope of this agreement for time absent on authorized leave of absence.

ASSIGNMENT
OF RUNS-
OPERATING
SCHEDULES.

16. Schedules of regular assignments in parlor, coach, buffet, lounge, or tap room cars shall be prescribed by the management and posted at places accessible to those affected or concerned. Specific layovers at each terminal shall be designated in operating schedules for regular assignments.

BULLETINING
RUNS.

17. New runs and permanent vacancies, also temporary vacancies known to be more than thirty days duration, shall be promptly bulletined for a period of ten days. Employees desiring to bid on such runs shall file application with the designated official within the prescribed period and assignment shall be made within ten days thereafter. The name of each employe assigned by bulletin shall be posted where the run or vacancy was bulletined.

CHANGE IN
RUN-
BULLETINED.

18. When the terminal of a run is changed or layover at home terminal is changed more than one hour, the run will be considered a new run and bulletined in line with provisions of rule 17.

RIGHTS OF
DISPLACED
EMPLOYES.

19. When a run is abolished or an employe displaced he will be permitted to displace a junior employe provided he has the necessary fitness and ability, and further provided such action is taken within ten days from date run is abolished or employe is displaced. If absent account sickness or on bona fide leave of absence, exercise of seniority must be made within ten days from date of return to service.

SENIORITY,
FITNESS
AND
ABILITY.

20. Assignments will be made on basis of seniority, fitness, and ability; fitness and ability being sufficient, seniority will govern.

If the senior applicant for a given assignment is not assigned thereto account not having sufficient fitness and ability, he will be advised reasons therefor provided he makes written request on superintendent dining and parlor cars within five days from date of assignment. The superintendent will advise the applicant as to what will be required so that he can qualify himself for the assignment. If such qualifications are effected within a period of thirty days from date of assignment without expense to the railway company, he will be permitted to displace the junior employe assigned under provisions of the bulletin.

Extra or unassigned porters will be given every opportunity, consistent with

application of schedule rules, to work in various classes of service, in order that they may obtain necessary experience.

**EXTRA
PORTERS.**

21. Except as hereinafter provided, extra porters will be worked first in first out one with another after expiration of layover periods, provided they have the necessary fitness and ability.

**REDUCTION
IN FORCE.**

22. In reducing forces seniority shall prevail in determining those to be retained in the service. If forces are increased those furloughed shall be returned to the service in the order of their seniority, provided they have filed their names and addresses with the proper official of the railway company and advised of any changes therein, and report for duty within six days from time called.

**GRIEVANCES-
DISCIPLINE
AND HEAR-
INGS.**

23. The right of the management to discipline, suspend or discharge an employe for incompetency or other just and sufficient reason, and the right of the employe disciplined, suspended or discharged, or who considers he has been otherwise unjustly treated, to have a fair and impartial hearing are both recognized.

Q-1. What is a grievance?

A-1. A grievance is a dispute arising from the application of discipline or alleged unjust treatment, personal in character and not covered (except as to procedure in handling) by the rules of the agreement.

HEARINGS.

24. An employe shall not be disciplined, suspended or discharged without a hearing. He may, however, be held out of service pending investigation. An employe shall be notified in writing of the time and place of hearing and the specific charge against him.

An employe who considers he has been unjustly treated, and who desires a hearing, shall make written request containing his specific charge within thirty days from the date of cause of complaint.

Hearings shall be held within ten days from receipt of request for hearing, or after notice shall have been mailed to an employe at his last recorded address, as the case may be, and decision shall be rendered in writing within ten days after the hearing is completed.

WITNESSES, TESTIMONY AND RECORDS.

25. At the hearing, the employe aggrieved may remain throughout the hearing, and with his designated representative shall have the privilege of producing witnesses and questioning witnesses giving testimony in the case. If disciplinary action is taken a written transcript of the hearing will be made and attested to by both parties and a copy made for each.

APPEALS.

26. An employe dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the railway company to handle such cases if notice of appeal is given the official rendering the decision within ten days thereafter. Conference will be held

within fifteen days after the appeal is received, and decision rendered within ten days after the conference is completed. Any further appeal, in accordance with provisions of the Railway Labor Act, shall be taken within thirty days thereafter.

APPLICA-
TION FOR
APPEAL AND
DECISION.

27. Applications for appeals and decisions shall be in writing.

RECORD
CLEARED OF
CHARGES.

28. If final decision exonerates the employe of the charge brought against him, his record shall be cleared of such charge, and if held out of service or dismissed, he shall be reinstated and compensated for wage loss, if any, suffered by him. Such compensation shall be the amount of wages he would have earned less compensation received in other employment.

HANDLING
CLAIMS
INVOLVING
APPLICA-
TION AND
INTERPRE-
TATION OF
SCHEDULE
RULES.

29. Claims involving the application and interpretation of rules of the agreement shall be handled as promptly as possible. When such claims are presented in writing to the designated officer of the railway company by the local representative of the organization, he shall submit a statement of facts and refer to rules or decisions upon which he bases his contention.

If claim is not allowed by the designated officer of the railway company he shall advise the local representative of the organization reasons therefor in writing. If conference is requested same shall be

granted without unnecessary delay. If claim is not adjusted by designated officer of the railway company and local representative of the organization it may be appealed in succession up to and including the Officer in Charge of Personnel. Any further appeal may be handled in accordance with provisions of the Railway Labor Act as amended 1934.

FAILURE TO REPORT.

30. An employe unable to report for duty for any cause will notify his superior as much in advance of reporting time as possible. If not possible to notify officer in advance of time required to report for duty he will advise reasons therefor in writing.

TIME SLIP CORRECTIONS.

31. When time claimed on time slip by employe is not allowed he shall be promptly notified reasons therefor.

LEAVE OF ABSENCE.

32. Employes will be granted leave of absence when they can be spared without interference to the service, but not to exceed ninety days within a calendar year, except in case of sickness or injury of the employe or a member of his immediate family, or when serving on employes' committee. An employe who fails to report for duty at the expiration of leave of absence, or who enters business or accepts other employment without permission of the Officer in Charge of Personnel forfeits his seniority.

TIME AND PLACE FOR REPORTING.

33. Operating schedules for regularly assigned employes and assignment slips for other employes shall designate the time and place required to report for duty.

In event a dispute arises in respect

to amount of time allotted for preparation of or putting away cars at terminals, a joint investigation shall be conducted for the purpose of determining proper time to be allowed. If necessary, a test of actual requirements will be made.

RELEASE OF
LESS THAN
ONE HOUR.

34. Time shall be credited as continuous in all cases where the interval from time of release until again reporting for duty does not exceed one hour.

HELD AWAY
FROM HOME
POINT.

35. Employees on regular assignments held at an away-from-home point beyond the scheduled departing time of their assignment will be paid continuous time for all time so held after the expiration of 16 hours from scheduled departing time, at regular rates. If held 16 hours after expiration of first 24-hour period, they will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter.

HELPERS.

36. Employees coming within the scope of this agreement, assigned to work as helpers on buffet, lounge, tap room or club cars, will be paid at the established rate for parlor car porters.

EXTRA
BOARD.

37. Names of employees coming within the scope of this agreement assigned to the extra board will be posted on bulletin boards or some other place accessible to employees concerned.

NO SHUT-
DOWN NOR
SUSPENSION
OF WORK.

38. While questions in dispute are pending there shall be neither a shut-down by the company nor suspension of work by the employees.

REPRESENTA-
TION.

39. The Brotherhood of Sleeping Car Porters is recognized as representing all employes covered by this agreement in the making of agreements concerning rates of pay, rules and working conditions and interpretations thereof.

COMMITTEE-
MEN.

40. Employes acting as committeemen representing employes coming under the provisions of this agreement will, upon request, be granted leave of absence covering time so employed, and will be given the same consideration in the granting of free transportation as is granted committeemen representing other similar classes of employes.

AGREEMENT-
CHANGES IN.

The foregoing rules constitute in their entirety an agreement between the Chicago and North Western Railway Company and the Brotherhood of Sleeping Car Porters, and no portion thereof shall be amended, revised, or annulled except upon thirty days written notice by either party to the other, or by mutual agreement between the parties signatory hereto.

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY,
Charles M. Thomson, Trustee

(S) G. F. Stephens
Director of Personnel

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:

(S) A. Philip Randolph
International President

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A G R E E M E N T

This agreement made this twenty-ninth day of June 1962 by and between the Chicago and North Western Railway Company and its employes represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

ARTICLE I - WAGE INCREASE

All hourly, daily and monthly rates of pay of employes covered by this Agreement will be increased in the amount of four (4) cents per hour, which increase shall be retroactive to February 1, 1962, and applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article I shall be applied as follows:

(a) Monthly Rates -

Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. Four (4) cents per hour, multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

(b) Coverage -

All employes who were on the payroll of the carrier on February 1, 1962, or who were hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this Agreement.

ARTICLE II - WAGE INCREASE

All hourly, daily and monthly rates of pay of employes covered by this Agreement, as increased pursuant to Article I, will be further increased in the amount of six and twenty-eight one hundredths (6.28) per hour, which increase shall be retroactive to May 1, 1962, and applied so as to give effect to this increase in pay irrespective of the method of payment. The increases provided for in this Article II shall be applied to the rates as increased pursuant to Article I, in the same manner as the increases provided for in Article I.

ARTICLE III - ADVANCE NOTICE REQUIREMENTS

(a) Effective July 16, 1962, existing rules are revised so as to require as to employes working on regularly established positions not less than five (5) working days' advance notice be given before such regularly established positions are abolished.

(b) Under emergency conditions such as flood, snow storm hurricane, earthquake, fire or strike, provided the carrier's 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, the five (5) day notice may be reduced to not less than sixteen (16) hours.

ARTICLE IV - EFFECT OF THIS AGREEMENT

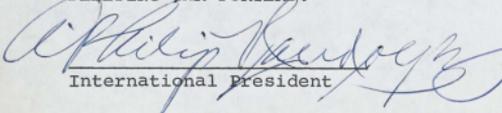
(a) This Agreement is in settlement of the dispute growing out of notice served on or about September 1, 1961 by the Brotherhood of Sleeping Car Porters and the notice served by the Chicago and North Western Railway Company on the employes represented by the Brotherhood of Sleeping Car Porters on or about September 18, 1961 for concurrently handling with the aforesaid notice served on the Chicago and North Western Railway Company, and shall remain in effect until May 1, 1963, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices to change the rates of pay established by this agreement may be served on or after February 1, 1963, provided such notices do not contemplate effective dates earlier than May 1, 1963.

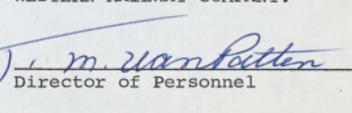
(b) This Article IV does not prevent adjustments under normal processes in the rates of pay of individual positions; correction of inequities as between rates for different individual positions; or negotiation of rates for new positions or positions where it is alleged that the duties or responsibilities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

Signed at Chicago, Illinois, this 29th day of June, 1962.

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY:


International President


Director of Personnel

A G R E E M E N T

This agreement made this twenty-seventh day of December 1960 by and between the Chicago and North Western Railway Company and its employes represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

ARTICLE I

Rules in effect on this carrier party hereto which provide for annual vacations with pay to employes covered by this agreement shall be amended as follows, effective with the calendar year 1961:

- (a) The number of days of service required in one year to qualify for vacation of six (6) consecutive work days in the next year shall be reduced to 144.
- (b) The number of years of service required to qualify for vacation of twelve (12) consecutive work days shall be reduced to three (3), and the number of days in each of such years commencing with the year 1960 shall be reduced to 132.
- (c) The number of days required in each year to qualify for vacation of eighteen (18) consecutive work days shall be reduced, commencing with the year 1960 to 120.

NOTE: -

In the application of Article I(b) and (c), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1960 for extended vacations, shall not be changed.

- (d) Calendar days in each current qualifying year commencing with the year 1960, on which an employe renders no service because of his own

sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

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

ARTICLE II

This Article II is an exception to the general provisions of this agreement, and only has application to vacations due in the year 1960. An employe who as of January 1, 1960 had three or more years of continuous service and who, during such period of continuous service rendered sufficient compensated service in each of three of such years, not necessarily consecutive, to qualify for vacation during the following calendar year will be granted a vacation of two weeks with pay in the year 1960, provided, however, that if any such employe is actually allowed a vacation of only one week in the year 1960 the carrier will compensate such employe in lieu of the additional week of vacation at the pro-rata rate of pay.

ARTICLE III

Effective September 1, 1960, vacations provided for under rules in effect on the carrier party hereto shall be

considered to have been earned when the employe has qualified under such rules. 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.

ARTICLE IV

Except as otherwise provided herein, this agreement shall be effective as of January 1, 1961 and shall be in full force and effect for a period of one (1) year from January 1, 1961, and shall continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1961 or in any subsequent year) 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.

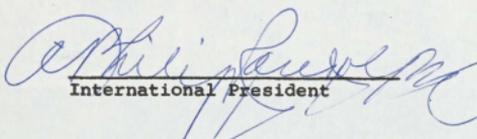
ARTICLE V

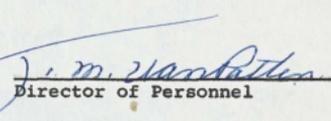
This agreement is in settlement of the dispute growing out of that part of the notice served on or about June 12, 1959

by the Brotherhood of Sleeping Car Porters and that part of the notice served on the employes represented by the Brotherhood of Sleeping Car Porters on or about June 19, 1959 pertaining to vacations, the disposition of which was specifically excepted from agreement dated October 17, 1960.

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY


International President


Director of Personnel

Chicago, Illinois

1946
A
NATIONAL MEDIATION BOARD CASE NO. R-1663

The Brotherhood of Sleeping Car Porters which represents the Parlor Car, Buffet Car, and Coach Porters employed by the Chicago and North Western Railway Company, wishes to make the following submission in connection with this dispute:

On or about July 31, 1946, International President A. Philip Randolph received the following telegram from Robert F. Cole, Secretary, National Mediation Board:

"A. Philip Randolph

Hotel and Restaurant Employees International Alliance, Dining Car Employees' Union Local 351, has requested Board to amend its application in Case R-1663, which covers dining car cooks employed by Chicago and North Western Railway to include waiters in charge, bartenders, waiters, buffet porters and pantrymen. Our records indicate buffet porters now represented by BSCP. Will appreciate prompt statement of your position regarding proposed amendment of application. Joint Fraser and Randolph.

Robert F. Cole, Secretary
National Mediation Board"

In reply to said telegram, the following communication was sent to Robert F. Cole by International President A. Philip Randolph:

"July 31, 1946

Mr. Robert F. Cole, Secretary
National Mediation Board
Washington, D. C.

Dear Mr. Cole:

Received telegram today stating, "Please see our telegram July 25th regarding application for representation election filed by Dining Car Employees Union Local #351 on the Chicago North Western Railway to include buffet porters now represented by your Organization. Advise promptly if you have any statement to make."

Your telegram just came to my attention today. I want to state that I consider action by the Dining Car Employees Union Local #351 relative to an election being held by the Board to determine repre-

sentation of the buffet porters on the Chicago North Western Railway unjustified and can only result in a waste of the time of the Board. There actually is no such thing as buffet porters. There is one roster which includes parlor car, buffet car and coach porters. A porter may sometimes work as a buffet car porter and another time as a coach porter or a parlor car porter. It is only one craft and the men work on different cars at different times. These porters have been represented by the Brotherhood of Sleeping Car Porters for a number of years and so far as I know they have not indicated any desire to change their representation.

Kindly advise me of any proposed action on the part of the Board with respect to this matter.

Very truly yours,

/s/ A. Philip Randolph
A. Philip Randolph
International President"

APR: ha

The Organization wishes to further state that we do not feel we should be a party to this dispute. We represent a group of approximately 75 or 80 porters working for the Chicago and North Western Railway Company and there is now in effect a contract covering this class of men which was effective as of January 16, 1941, copy of which is no doubt on file before your honorable Board. The scope rule of this agreement, identified in the agreement as Rule 1, reads as follows:

"SCOPE. 1. This agreement shall apply to all employes of the Chicago and North Western Railway Company classified as -

- (a) Parlor Car Porters
- (b) Chair Car or Coach Porters
- (c) Buffet Car, Club Car and Business Car Porters
- (d) Porters-in-Charge

in their performance of service in connection with work on parlor cars, coach or chair cars, buffet cars, lounge cars, tap room cars, or other composite cars."

The scope rule of this agreement will indicate that the agreement covers rates of pay and rules governing working conditions. In fact, it covers

the entire employment relationship between the Chicago and North Western Railway Company and the class of employes which this Organization represents.

Under the rules of this agreement, parlor car porters, buffet car porters, and coach porters are one and the same. There is no sharp line of distinction drawn between these classes of men. The men perform work interchangeably. The seniority roster, copy of which is attached hereto, includes men who do all this work. Some of them work on parlor cars, some work on buffet cars, and some work on coaches. Every man on the seniority roster is eligible for all of this class of work that is performed on this road. In other words, an employe might be operated on a parlor car today, on a coach tomorrow, and on a buffet car the next day. The only question involved is whether or not he is qualified under the fitness and ability rule.

Porters have been so classified on this road from time immemorial. While the present agreement with the Chicago and North Western Railway Company, governing this class of men, dates from January 16, 1941, I am submitting herewith copy of the agreement that was written prior to the present agreement by another organization which represented this class of men before the Brotherhood of Sleeping Car Porters was so certified. It will be noted that the Preamble of this agreement reads as follows:

"The following schedule will govern the employment and compensation of Parlor and Buffet Car Porters on the Chicago and North Western Railway and subsidiary lines operated, and will supersede all previous schedules, agreements and rulings thereon."

This agreement covers the wages and working conditions of the buffet car and parlor car porters which were included in the present bargaining

unit. The Organization wishes to further set forth that it is its understanding that it has only been in more recent years, since the streamlined trains have been operating, that porters have been used on the coaches and that at the time the Organization wrote its agreement, effective January 16, 1941, there had been a number of porters from this group assigned to operate on the coaches, particularly on the streamlined trains.

The Organization wishes to refer you to Case No. R-516 which was the case handled by the National Mediation Board wherein the Brotherhood of Sleeping Car Porters was certified to represent Parlor Car, Club Car and Coach Porters, and the Brotherhood of Sleeping Car Porters has represented this class of men since that time. It has negotiated several supplementary agreements involving changes in rates of pay, the most recent of which was negotiated as of June 20, 1946.

At no time during the life of this Organization in representing this class of men has any question been raised between itself and the carrier or the members of the Organization who compose this group, relative to any change of representation or any rights claimed by any other organization affecting this particular class of men.

The Organization further sets forth that for purposes of bargaining, the unit on this road affecting this class of men is known as parlor car, buffet car, and coach porters, and this unit has been recognized over a long period of years. The majority of these men are members of the Brotherhood of Sleeping Car Porters in good standing and there has been no indication from any of the men or the carrier of any intention on the part of any of these men to change their representation. In fact, the

Organization questions whether or not the National Mediation Board has the right under the Railway Labor Act to reach into this bargaining unit and carve out approximately 15 or 20 men who do buffet car work, and who are doing buffet car work at the present time, and turn them over to another organization and set them up by themselves. So far as this Organization knows, none of these employees has made application to this Board or to the company for any change in his representation. The Organization maintains that you cannot distinguish between a buffet car porter, a coach porter, or a parlor car porter. They are all on the same roster and while there is a differential in pay for men who do buffet car work because of the increase in responsibility, every man on this list is eligible to operate on a buffet car according to his seniority and qualifications. If the contention of this organization would prevail, then what it would really want is to take over the whole classification of men which exists under the present agreement, which the Brotherhood of Sleeping Car Porters maintains would be unsound, illogical, as well as illegal, and it questions the right of even the National Mediation Board to break up this bargaining unit as we understand it would be broken up if the so-called scope of this bargaining unit of the contending organization is extended to include buffet car porters.

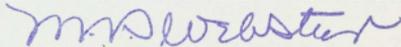
The Organization further maintains that we have negotiated an agreement with the carrier involved in this case, the Chicago and North Western Railway Company, covering parlor car, buffet car, and coach porters, and that we have religiously carried out our end of the agreement according to the law since its effective date of January 16, 1941. In fact, the Organization maintains that the Brotherhood of Sleeping Car Porters and

the Chicago and North Western Railway Company have entered into an agreement in good faith and are carrying out this agreement in good faith and now along comes another organization, identified in the records of this case as the Hotel and Restaurant Employees International Alliance, Dining Car Employees' Union Local 351, and practically says to break up that contract you have with the Chicago and North Western and extend our jurisdiction to include these people which they have labelled as buffet car porters.

So far as the Organization has been able to see, there is nothing in the record to show that any of this particular group or that the majority of this particular group has made any indication that it wanted to change its representation. Insofar as the Brotherhood of Sleeping Car Porters is concerned, it maintains that it represents all the Chicago and North Western Railway porters who operate on a job known as a composite job and that you can no more take out any buffet car porters from this group than you could unscramble eggs. So far as the buffet car porters are concerned, the Brotherhood of Sleeping Car Porters maintains it is definitely within its rights and that there has been no matter submitted in the record of this case at this time which justifies any breaking up of this setup as it has been recognized between the parties on this road for many years.

Respectfully submitted,

BROTHERHOOD OF SLEEPING CAR PORTERS



By: M. P. Webster, Chairman
International Executive Board

PORTERS

JANUARY 1, 1946

Posted February 11, 1946

SENIORITY NO.	NAME	SENIORITY DATE
1.	Douglas S. Harris	June 26, 1906
2.	Albert B. Blackman	Jan. 15, 1915 - B
3.	David Foster	Aug. 22, 1918 - B
4.	Arthur P. Lindsay	Mar. 11, 1919
5.	Ralph H. Bostick	July 19, 1919
6.	Wm. B. Moore	July 20, 1920 - B
7.	Alfred Madison	June 13, 1923
8.	Lester T. Greene	May 20, 1924
9.	Emile Arsenaux	June 11, 1924
10.	Theodore O. Evans	June 12, 1924
11.	Thomas F. Avery	June 24, 1926
12.	Samuel P. Jenkins	Nov. 8, 1927 - B
13.	William D. Woods	Mar. 21, 1928
14.	William Watson, Sr.	Sept. 22, 1928 - B
15.	Samuel S. Hudson	Dec. 1, 1931
16.	Edward H. Sterling	June 10, 1934
17.	Ross C. Harris	June 15, 1934
18.	Alvin U. Jackson	Jan. 6, 1935 - B
19.	Joseph H. Brown	May 31, 1935 - B
20.	Abram W. Parker	July 13, 1935 - B
21.	Edward M. Newsome	Aug. 24, 1935
22.	Arthur M. Dawson	Aug. 30, 1935
23.	Adrian D. Hewitt	Sept. 20, 1935 - B
24.	Leon C. McCray	Nov. 15, 1935 - B
25.	Curtis A. Prooks	Nov. 23, 1935 - B
26.	James Murray	Nov. 23, 1935
27.	Alexander L. Jenkins	Dec. 19, 1935 - B
28.	Andrew Armstrong	Feb. 27, 1936
29.	William Mandley	May 9, 1936
30.	Thomas B. Avery	June 7, 1936 - B
31.	Wilson Motley	June 13, 1936
32.	Lester W. Stephens	June 17, 1936 - B
33.	Lafayette P. Gayles	July 18, 1936
34.	Wendell H. Colbert	Oct. 10, 1936 - B
35.	Lee O. White	Mar. 21, 1937 - B
36.	Norris W. Saunders	May 29, 1937 - B
37.	Willington M. Webb	May 29, 1937
38.	Theodore E. Brown	June 12, 1937
39.	Arthur H. Bryant	June 26, 1937
40.	Moses Lee, Jr.	July 23, 1937
41.	Lonnie U. Haynes	June 1, 1940
42.	John R. Walker	June 16, 1940
43.	Robert D. McChes	July 6, 1940
44.	M. D. Swearingen	June 27, 1941
45.	William Wells	Aug. 16, 1941 - B
46.	Frank Rogers	Aug. 24, 1941 - B

PORTERS

JANUARY 1, 1946

Posted February 11, 1946

SENIORITY NO.	NAME	SENIORITY DATE
47.	John E. Motley	Aug. 24, 1941
48.	Alexander Chess	Feb. 28, 1942
49.	James F. Pye	Mar. 13, 1942 - B
50.	Paul L. Hudson	Mar. 16, 1942
51.	Fred Winfield	Mar. 31, 1942 - B
52.	Leroy S. Allen	Apr. 10, 1942
53.	Harry Billups	Apr. 14, 1942
54.	Archie L. Staples	May 29, 1942 - B
55.	William T. Small	Feb. 10, 1943 - B
56.	Lawrence H. Brown	Sept. 9, 1943
57.	George E. Hill	Apr. 25, 1944 - B
58.	Sherman Gillard	May 3, 1944
59.	Merrill Browne	Oct. 16, 1944 - B
60.	James A. Charlton	Oct. 25, 1944 - B
61.	George Allen	Nov. 14, 1944
62.	George S. White	Dec. 5, 1944 - B
63.	Kenneth W. Simms	July 2, 1945
64.	Joseph Valladay	July 6, 1945
65.	Curley Wilson	July 10, 1945
66.	Everett H. Gollymore	July 30, 1945
67.	Willie Curtis	Aug. 31, 1945
68.	John Mixon	Sept. 4, 1945
69.	Milton Parr	Sept. 12, 1945
70.	Jimmy Stokes	Oct. 12, 1945
71.	Roosevelt Black	Oct. 17, 1945
72.	Willie Elmo	Nov. 19, 1945
73.	John Samplen	Nov. 21, 1945
74.	Shelby W. Johnston	Dec. 1, 1945
75.	Willie R. Gilmore	Dec. 15, 1945

PREAMBLE

The following schedule will govern the employment and compensation of Parlor and Buffet Car Porters on the Chicago and North Western Railway and subsidiary lines operated, and will supersede all previous schedules, agreements and rulings thereon.

- Basic Month. 1. PARLOR CAR PORTERS: Monthly rate applies to a monthly mileage of 11,000 miles or less. Mileage in excess of 11,000 per month is paid for additionally at pro rata rate. BUFFET CAR PORTERS: Two hundred forty (240) hours or less in regular assignment shall constitute a basic month's work. Deadhead hourage properly authorized to be counted as service hourage and upon the same basis. Time for trip of employes up to designated schedule time of first station shown in working time-table after midnight on a car scheduled to leave prior to 12 midnight of the last day of a month will be credited to the month in which the train handling the car is scheduled to leave.
- Overtime Buffet Car Porters shall be paid overtime on the actual minute basis for all time on duty each month in excess of two hundred forty (240) hours, at the rate of time and one-half, except that actual continuous time authorized for rest on trips or at layover, turnaround, set-out or terminal points shall be deducted from the continuity of time in all cases where the interval of release from service exceeds an hour. Time shall be counted as continuous for each trip from the time required to report for duty until released from duty, subject to the above deductions and to the provisions contained in the last sentence, paragraph two of this rule. Even hours shall be paid for at the end of each pay period; fractions thereof shall be carried forward.
- Extra Employes. 2. Extra employes performing road service in the place of a regularly assigned employe, or on an extra assignment, shall be paid in accordance with their classification, and shall receive the compensation a regularly assigned employe would receive for the same service. When used for extra service, employes will be paid actual time worked with a minimum of one day for each day so used.
- Deadheading. 3. PARLOR CAR PORTERS: Deadhead miles, properly authorized, will be counted as service miles and upon the same basis. BUFFET CAR PORTERS: Deadhead hours, properly authorized, will be counted as service hours and upon the same basis.
- Relief. 4. Not less than ninety-six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods or multiples thereof, will be allowed at designated home terminals for employes included in this schedule, whose assignment and service does not permit of at least twelve (12) consecutive hours off duty period at their designated home

terminal each forty-eight (48) hours. Employees required to work on assigned layover days to be paid extra therefor in addition to monthly wages.

Porters working on their relief will be paid at the regular per day's pay.

Promotion

5. (a) Promotion shall be based on ability, merit and seniority; ability and merit being sufficient, seniority will prevail. The management will be the judge, subject to appeal.

(b) There will be but one seniority district.

(c) Seniority rights will be exercised subject to Section (a) of this rule only when new positions are created, vacancies occur, or forces are reduced. Employees regularly assigned to business cars may, when not in service on such cars, be assigned to extra parlor or buffet car service, provided there are no extra parlor or buffet car porters available.

(d) Employees declining promotion will not lose their seniority.

(e) Employees accepting promotion will be allowed sufficient time in which to qualify, and failing, will be returned to former position without loss of seniority.

New Positions
and Vacancies.

6. New positions or permanent vacancies will be promptly bulletined for a period of six (6) days. Employees desiring such positions will file their applications with the designated officer within that time, and an appointment will be made within six (6) days thereafter. Such positions or vacancies may be filled temporarily, pending an assignment. Name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined. When there are no applications, an extra porter shall be assigned to such run.

Porters temporarily laid off or laying off will not be assigned to runs, but on return to service, will be permitted to take any run to which they may be entitled by age and rank, which has become vacant or which has been bulletined during their absence.

Discipline and
Investigation

7. (a) An employe disciplined, or who considers he has been unjustly treated may elect to present his grievance for hearing and decision as hereinafter stated, provided written request is presented by him within ten (10) days of the action complained of.

(b) Presentation to be made within ten (10) days to his Superintendent. Failing of adjustment, appeal may be taken within ten (10) days to Assistant General Manager, thence to Assistant to President in Charge of Personnel.

(c) Application for all hearings and appeals and all decisions to be made in writing.

(d) At each hearing and appeal the employe may present his grievance either personally or through his duly accredited representatives not to exceed three (3) in number.

(e) If the final decision sustains contention of the employe, the records shall be cleared of the charge, if any has been made against him, and, he shall be returned to his former position or to that for which he is contending, and compensated for wage loss, if any has been suffered by him.

Week-End
Lake Geneva
Trips

8. Porters working on Saturday only and Monday only, Lake Geneva run, laying over at Lake Geneva Sunday, will be allowed the equivalent of three (3) days for round trip.

Instructions

9. Instructions issued in connection with special movements and extra cars going out on regular assignments will, when available, be given porters in writing.

Employes of
other Crafts.

10. When in emergency an assignment is filled by an employe of another craft, such employe will be relieved by a parlor car or buffet car porter, as the case may be, as promptly as possible.

Vacant Runs -
How Filled.

11. (a) Extra porters assigned to a regular run shall retain same until relieved by regular assignee, except that when a run is vacated for a period of fifteen (15) days or more, the senior porter applying for the run will be assigned.

(b) Runs known to be vacant for thirty (30) days or more will be bulletined and assigned to the senior applicant pending return of regular assignee. Employe thus assigned will return to former assignment when displaced by regular assignee, except that he may displace a junior employe assigned during period he was on temporary assignment.

(c) On vacancies of less than thirty (30) days, extra porter catching assignment in his turn will remain thereon until displaced by the regular assignee, unless displaced under provisions of other rules in this agreement.

Held on
Layover.

12. Porters on assigned runs will not be required to remain subject to call on layovers, unless notified, and if held and not used will be paid one (1) day at their assigned rate.

Seniority
Rosters.

13. At the end of each year Superintendent will prepare a seniority list, a copy of which shall be posted on bulletin board and copy furnished Chairman of employes' committee.

Force
Reduction

14. In case of force reduction, porters will be laid off in the reverse order of seniority.

Reemployment
after Layoff
account Force
Reduction.

15. Porters laid off on account of decrease in business will be returned to service in the order of their seniority at time of layoff, provided their service is required within six (6) months from date of layoff and they keep the Superintendent advised as to their address and changes therein.

Committees.

16. Regular accredited committees of The Porters' Industrial Organization shall be recognized in the adjustment of differences which may arise between the officers and the employees of this Company who are members of The Porters' Industrial Organization.

The foregoing rules constitute in their entirety an agreement between the Chicago and North Western Railway Company and its Parlor and Buffet Car Porters, and no portion thereof shall be changed or abrogated without the approval of the Assistant to President in Charge of Personnel and the General Committee of the Porters' Industrial Organization prior to August 1, 1935, and not then until thirty (30) days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE EMPLOYEES:

FOR THE RAILWAY COMPANY:

(signed) Douglas Harris

(signed M. E. Pangle
Asst. to President.

(signed D. Peter French

(signed Wm. H. Eaves

Chicago, Illinois
August 13, 1934.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF
SLEEPING CAR PORTERS

* * * * *

It is hereby mutually agreed that the subject matter of Mr. A. Philip Randolph's letter of January 21, 1964 addressed to Mr. T. M. Van Patten requesting that the existing agreement covering chair car porters and attendants be amended to achieve the following:

"Reduce the basic hours of work per month to 174, with maintenance of the existing monthly rates, and with compensation at the rate of time and one-half for all hours worked or assigned in excess of 174 hours per month. Revise all relevant clauses in the agreement to conform to this change."

shall be and is hereby disposed of as follows:

(1) Effective July 1, 1964 the monthly rates of pay applicable to porters shall be reduced \$11.05 per month. Current rates of pay effective July 1, 1964 as thus established will be as follows:

<u>Class of Employes</u>	<u>Rate Per Month</u>
Parlor Car Porters	<u>\$427.07</u>
Chair Car or Coach Porters	<u>\$428.48</u>

(2) The hours of the basic work month shall be reduced from 205 to 174 hours, with maintenance of the monthly rates as established July 1, 1964, in accordance with the following schedule:

- (a) Effective July 1, 1964, an initial reduction in hours from 205 to 195;
- (b) Effective October 1, 1964, a second reduction in hours from 195 to 185;
- (c) Effective April 1, 1965, a third reduction in hours from 185 to 180; and
- (d) Effective October 1, 1965, a final reduction in hours from 180 to 174.

Effective simultaneously with each of the above mentioned reductions in the hours of the basic month all rules in the existing agreement shall be changed to conform thereto.

(3) The existing 35 hour margin of pro rata overtime shall be reduced to 10 hours effective July 1, 1964.

(4) Rules in effect on this carrier party hereto which provide for annual vacations with pay to employes covered by this agreement shall be amended as follows:

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

(b) Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this Agreement on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred ten (110) days (160 days in years prior to 1964) in each of three (3) of such years not necessarily consecutive.

(c) Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this Agreement on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (160 days in years prior to 1964) in each of fifteen (15) of such years not necessarily consecutive.

- (d) Vacation allowance or allowance in lieu thereof shall be on the basis of the following schedule:

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

During the period:

July 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 employe entitled to twelve (12) days' vacation-

During the period:

July 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 employe entitled to eighteen (18) days' vacation-

During the period:

July 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

All vacation pay shall be at the straight time hourly basic rate of last service performed. For the purpose of this Article 4, the straight time hourly basic rate shall be the hourly rate currently in effect.

- (5) No proposals for changes in rates of pay shall be initiated by the employes against the Chicago and North Western Railway Company or by the Chicago and North Western Railway Company against its employes represented by the Brotherhood of Sleeping Car Porters prior to October 1, 1965.

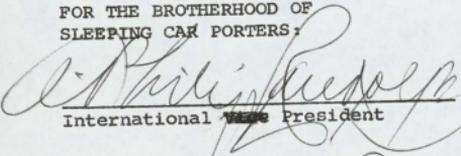
- (6) This agreement is in settlement of dispute growing out of notice served on January 21, 1964 by the Brotherhood of Sleeping Car Porters. This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act,

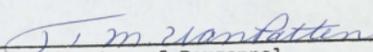
as amended, with the understanding as provided in Section 4, that no notices will be served by either party prior to October 1, 1965, to change the rates of pay resulting from Sections 1 and 2 of this agreement.

Signed at Chicago, Illinois this 31st day of July, 1964.

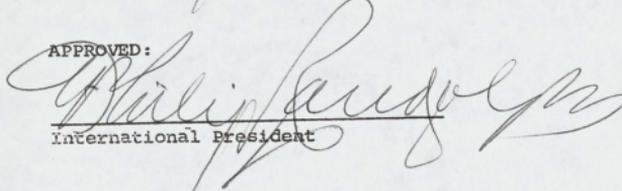
FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY:


International ~~was~~ President


Director of Personnel

APPROVED:


International President

A G R E E M E N T

This Agreement made this seventeenth day of October 1960 by and between the Chicago and North Western Railway Company and its employees represented by the Brotherhood of Sleeping Car Porters, witnesseth:

IT IS AGREED:

ARTICLE I - COST-OF-LIVING ADJUSTMENTS

Effective with the date of this Agreement "ARTICLE IV - Cost-of-Living Adjustment" contained in the Agreement of November 1, 1956 between the parties signatory hereto is hereby cancelled and adjustments in effect as of May 1, 1960 under said Article IV on the basis of changes in the Consumers' Price Index through March 15, 1960 (17 cents per hour) shall be included in and made a part of all currently existing rates of pay. The inclusion of cost-of-living adjustments in the rates of pay shall be applied in the same manner as the wage increase provided for in Article II.

ARTICLE II - WAGE INCREASE

All hourly, daily, and monthly rates of pay of employees covered by this Agreement, as established pursuant to Article I, will be further increased in the amount of five cents per hour, which increase shall be retroactive to July 1, 1960, and applied so as to give effect to this increase in pay, irrespective of the method of payment. The increases provided for in this Article shall be applied as follows:

(a) Monthly Rates -

Determine the equivalent hourly rate by dividing the monthly rate established pursuant to Article I by the number of hours comprehended by the monthly rate. Five cents per hour multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate established pursuant to Article I.

(b) Coverage -

All employees who were on the payroll of the carrier on July 1, 1960, or who were hired subsequent thereto,

regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this Agreement.

ARTICLE III - VACATIONS

With respect to the dispute arising from that portion of the notice pertaining to vacations served on or about June 12, 1959 by the Brotherhood of Sleeping Car Porters, it is agreed that the vacation proposals will be held in abeyance for further negotiations.

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

Section 1. 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 employes 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 employes except that the Medical Expense Benefits provided under subsection (b) of Section 1 of Part C of Article VII thereof for employes not confined as admitted in-patients in a hospital shall not be included.
- (b) Employes whose rights to employe benefits or dependent benefits or both based on payments by the carrier would under present agreements lapse by reason of the employe'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 employe 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 employe.
- (c) Each employe 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 employe is insured for employe 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 subsection (b) of this Section.

(d) In addition to the payments hereinafter provided for, carriers whose employes are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to both employe benefits and dependant benefits will transmit to The Travelers Insurance Company 81 cents per "Qualifying Employe" per month as premium for the insurance benefit payments resulting from on-duty injuries. The amounts so transmitted are not considered as wage equivalents; separate experience rating of benefits payable by reason of on-duty injuries will be maintained; any retroactive premium credit based on such separate experience rating will be separately determined and will be held in the Special Account as a separate fund to be applied to the cost of insurance benefits payable as a result of on-duty injuries.

Section 2. In accordance with a certain letter addressed to the Railroad Committees on Medical and Hospital Insurance and the Employes' National Conference Committee, Cooperating Railway Labor Organizations by The Travelers Insurance Company under date of August 5, 1960, the carriers will make the following payments per "Qualifying Employe" 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 Section 1 of this Article, exclusive of benefits payable as a result of on-duty injuries:

For hospital, surgical and medical benefits for employes and dependents and group life insurance for employes \$ 20.31

For the continuation of insurance to furloughed employes as specified in subsection (b) of Section 1 of this Article, 70 cents per month per "Qualifying Employe"

insured with respect to both employes and dependents benefits; 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 employes are to be paid from the Special Account in accordance with the letter of August 5, 1960 above referred to.

Section 3. The application of the foregoing provisions of this Article IV are subject to the carriers and the organizations constituting the policy holder under The Travelers Insurance Company Group Policy Contract No. GA-23000 arranging 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 Sections 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.

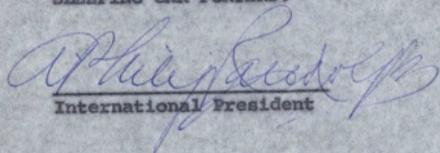
ARTICLE V - EFFECT OF THIS AGREEMENT

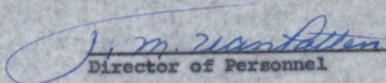
This agreement is in settlement of the disputes growing out of notices served on or about June 12, 1959 and on or about September 10, 1959, by the Brotherhood of Sleeping Car Porters and the notices served by the Chicago and North Western Railway Company on the employes represented by the Brotherhood of Sleeping Car Porters on or about June 19, 1959 and on or about October 1, 1959, for concurrent handling with the aforesaid notices served on the Chicago and North Western Railway Company, except that this agreement is not in settlement of the dispute growing out of that part of the notice served on or about June 12, 1959, by the Brotherhood of Sleeping Car Porters to the extent reserved under Article III, of the part of said notice pertaining to vacations. This agreement shall remain in effect, except as otherwise provided in Articles III and IV, until changed or modified in accordance with the provisions of the Railway Labor Act with the understanding that no notices will be served by either party to change the rates of pay resulting from Articles I and II of this agreement to become effective before November 1, 1961.

Signed at Chicago, Illinois, on this 17th day of October, 1960.

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY:


International President


Director of Personnel

Chicago, Illinois