

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF SLEEPING CAR PORTERS

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In complete disposition of the request contained in Article IV of Section 6 Notice dated May 25, 1964, entitled "Stabilization of Employment", and all subsequent correspondence and requests in connection therewith, it is agreed:

Except as provided in the paragraph next below, the terms and conditions of the February 7, 1965 Mediation Agreement (Case No. A-7128), together with agreed upon interpretations dated at Chicago November 24, 1965, by and between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and their employes represented by the Five Cooperating Non-Operating Railway Labor Organizations will be extended to chair car attendants of this Company whose wages and working conditions are subject to the agreement between this Carrier and the Brotherhood of Sleeping Car Porters.

It is further agreed that any and all protective provisions imposed upon the Carrier in the application of said February 7, 1965 Agreement shall not be effective until on and after March 8, 1966.

It is further agreed that employes represented by the Brotherhood of Sleeping Car Porters who have reached or will reach

the age of 70 on October 31st, 1966 will relinquish all seniority with the Company and retire as of that date.

It is further agreed that, effective November 1, 1966, employes represented by the Brotherhood of Sleeping Car Porters will relinquish all seniority with the Company and retire as of the last day of the month in which their 70th birthday occurs.

Signed at Omaha, Nebraska this 8th day of March 1966.

ACCEPTED FOR:

BROTHERHOOD OF SLEEPING CAR
PORTERS:

J. A. McNeal
International Vice President

APPROVED:

A. Philip Randolph
International President

ACCEPTED FOR:

UNION PACIFIC RAILROAD COMPANY:

O. A. Surrant
General Manager-Eastern District

G. A. Cunningham
General Manager-South-Central
District

J. H. Baker
General Manager-Northwestern
District

MEMORANDUM OF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF SLEEPING CAR PORTERS

IT IS AGREED:

ARTICLE I - VACATIONS

Agreement dated January 18, 1965 amending Rule 30, "Vacations" of the current agreement shall be amended by substituting the following for Section 3 of Article II thereof:

"3. Effective with the calendar year 1967, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this Agreement on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (120 days in the years 1960 to 1963; 160 days in years prior to 1960) in each of ten (10) such years not necessarily consecutive."

ARTICLE II

This Agreement shall be effective as of January 1, 1967 and shall be in full force and effect for a period of one (1) year from January 1, 1967, and continue in effect thereafter, subject to not less than seven (7) months' notice, in writing, (which notice may be served in 1967 or in any subsequent year) by the Carrier or the Organization of desire to change this Agreement as of the end of the year in which the notice is served.

ARTICLE III - EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notice served May 26, 1966 by the Brotherhood of Sleeping Car Porters on the Union Pacific Railroad Company, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Omaha, Nebraska this 25th day of October, 1967.

FOR THE BROTHERHOOD OF SLEEPING
CAR PORTERS:

FOR UNION PACIFIC RAILROAD COMPANY:

Philip Russell
International President

O. A. Durrant
General Manager, Eastern District

L. A. Cunningham
General Manager, South Central Dist

D. H. Baker
General Manager, Northwestern Dist

MEMORANDUM AGREEMENT BETWEEN THE
UNION PACIFIC RAILROAD COMPANY AND
THE BROTHERHOOD OF SLEEPING CAR PORTERS

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It is hereby mutually agreed that the subject matter of Mr. A. Philip Randolph's letter of January 21, 1964 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 April 1, 1964 the monthly rates of pay applicable to chair car attendants shall be reduced \$11.05 per month. Current rates of pay effective April 1, 1964 as thus established will be as follows:

<u>Class of Employes</u>	<u>Rate Per Month</u>
Chair Car Attendants	\$440.68

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

- (a) Effective April 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.

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

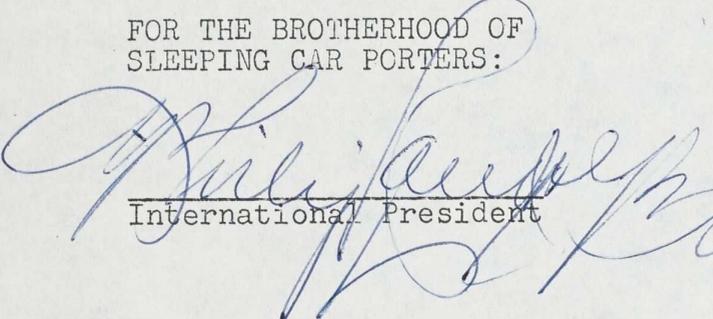
(4) No proposals for changes in rates of pay shall be initiated by the employees against the Union Pacific Railroad Company or by the Union Pacific Railroad Company against its employees represented by the Brotherhood of Sleeping Car Porters prior to October 1, 1965.

(5) 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.

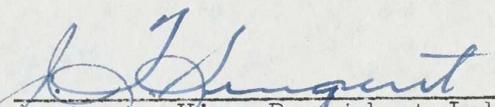
(6) Rules of the agreement with the Brotherhood of Sleeping Car Porters will be revised to conform to this agreement.

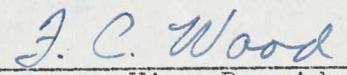
Signed at Omaha this 10th day of March, 1964.

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS:


International President

FOR UNION PACIFIC RAILROAD COMPANY:


Asst. to Vice President-Labor
Relations - Eastern District


Asst. to Vice President-Labor
Relations - South Central District


Asst. to Vice President-Labor
Relations - Northwestern District

Memorandum of
A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF SLEEPING CAR PORTERS

IT IS AGREED:

ARTICLE I - HOLIDAYS

Effective January 1, 1965 the monthly rates of employees represented by the Brotherhood of Sleeping Car Porters shall be adjusted by adding the equivalent of 8 days' pay, calculated by dividing the annual compensation (the monthly rate multiplied by 12) 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.

(The new monthly rate will be computed as follows:

$$\begin{array}{r} 440.68 \text{ present monthly rate} \\ \times 12 \text{ months} \\ \hline 5288.16 \\ \div 365 \\ \hline 14.49 \text{ daily compensation} \\ \times 8 \text{ holidays} \\ \hline 115.92 \\ 5288.16 \\ \hline 5404.08 \\ \div 12 \\ \hline \$ 450.34 \text{ New monthly rate effective} \\ \text{January 1, 1965)} \end{array}$$

No notice or proposal will be served for the purpose of changing the provisions of this Article I to become effective prior to January 1, 1967.

ARTICLE II - VACATIONS

Rule 30 "Vacations" of the current agreement between the Union Pacific Railroad Company and the Brotherhood of Sleeping Car Porters effective September 1, 1949, Article III of agreement dated September 16, 1954 and agreement dated December 28, 1960 are amended to read as follows:

1. Effective with the calendar year 1965, an annual vacation of six (6) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this Agreement on not less than one hundred twenty (120) days during the preceding calendar year.
2. Effective with the calendar year 1965, an annual vacation of twelve (12) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this agreement on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred ten (110) days (132 days in the years 1960 to 1963; 160 days in years prior to 1960) in each of three (3) of such years not necessarily consecutive.
3. Effective with the calendar year 1965, an annual vacation of eighteen (18) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this Agreement who renders compensated service under this Agreement on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (120 days in the years 1960 to 1963; 160 days in years prior to 1960) in each of fifteen (15) of such years not necessarily consecutive.
4. Effective with the calendar year 1965, an annual vacation of twenty-four (24) consecutive work days with pay, or pay in lieu thereof, will be granted to each employe covered by this agreement who renders compensated service under this Agreement on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years

of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (120 days in the years 1960 to 1963; 160 days in years prior to 1960) in each of twenty (20) of such years not necessarily consecutive.

5. (a) In determining the qualifying service each eight (8) hours of work performed shall be considered as one (1) day.
- (b) Calendar days in each current qualifying year 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 this carrier.
- (c) In instances where employes have performed seven (7) months' service with this 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 this carrier.
- (d) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.
- (e) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employes in seniority order when fixing the dates for their vacations. Representatives of the Carrier and of the Employes will cooperate in assigning vacation dates.

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

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

6. 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:

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:

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:

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

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

During the period:

January 1, 1965 through March 31, 1965	173 hours
April 1, 1965 through September 30, 1965	168 hours
October 1, 1965 and thereafter	160 hours

7. (a) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

(b) The vacation provided for in this Article II shall be considered to have been earned when the employe has qualified under this Article II. 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 this Article II. 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.

(c) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

(d) An employe relieving vacationing employe will be paid under applicable rules of this Agreement. On assignments where monthly guarantee applies and where the vacationing employe is allowed the monthly guarantee, the employe relieving the vacationing employe shall not participate in the hours allowed to make up the monthly guarantee. Vacation days taken shall be credited against monthly guarantee on the basis of 8 hours each.

(e) The absence of an employe on vacation with pay, as provided in this Agreement will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of this Agreement.

8. This Article II shall be in full force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by the Company or the Organization, of desire to change this Article II

as of the end of the year in which notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of receipt of such notice within which to serve notice specifying changes which it desires to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, Amended.

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

The terms of Article V of the Agreement dated November 20, 1964 between railroads represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employes represented by the Railway Labor Organizations signatory thereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, will be made applicable to the employes covered by this agreement.

ARTICLE IV - EFFECT OF THIS AGREEMENT

This Agreement is in settlement of disputes growing out of notice served on the Union Pacific Railroad Company by the Brotherhood of Sleeping Car Porters on May 25, 1964 relating to holidays, vacations and hospital, surgical and medical benefits and group life insurance.

Signed at Omaha, Nebraska this 18th day of January 1965.

FOR THE BROTHERHOOD OF SLEEPING
CAR PORTERS:

A. Philip Randolph
International President

FOR UNION PACIFIC RAILROAD COMPANY:

N. T. DeLong
Asst. to Vice Pres.-Eastern Dist.

F. C. Wood
Asst. to Vice Pres.-South Central
District

N. B. Beckley
Asst. to Vice Pres.-Northwestern
District