

AGREEMENT

BETWEEN

THE FORT WORTH AND DENVER RAILWAY COMPANY

AND

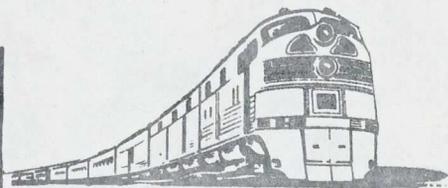
THE EMPLOYEES THEREON REPRESENTED

BY THE

BROTHERHOOD OF SLEEPING CAR PORTERS

EFFECTIVE MARCH 1, 1960

**Burlington
Route**



RULE 1

SCOPE

The following rules govern the rates of pay and working conditions of the following classes of employees under the jurisdiction of the Dining Car Service, who are hereinafter referred to as "employees."

Dining Car Chefs.
Dining Car, Dinette and Coach Cafe Cooks.
Stationary Pantryman (see Appendix No. 2)
Pantrymen.
Waiters-in-Charge.
Waiters.
Waiter-Porters.
Porter-Waiters.
Lounge Car and Parlor Car Porters.
Coach Cafe Waiters-in-Charge.
Coach Dinette Attendant.

The definition of a Porter-Waiter is the employee whose primary duties will be those of Coach Porter. He will assist in the serving of food and beverages where food and/or beverage facilities are provided; or serve food and/or beverages from such facilities.

The definition of a Waiter-Porter is the employee whose primary duties will be those of Waiter and he will work under the supervision of dining car employee in charge. Waiter-Porters will be responsible to receive and discharge passengers from open vestibule of coach adjacent to dining car, in accordance with requirements of the service.

Exceptions; These rules do not apply to: Employees on business and office cars; Coach Porters; employees of special parties, excursions and similar groups on regular or extra trains who desire to prepare or serve their own foods or refreshments.

Nothing in this agreement applies to or prohibits the operation of Pullman combination cafe cars on these lines by the Pullman Company.

RULE 2

INTERLINE SERVICE

Employees covered by this agreement may be run over connecting and foreign railroads in interline service and employees of connecting and foreign railroads may be run over (Fort Worth and Denver Railway Company) (The Colorado and Southern Railway Company) in interline service. When employees perform service on connecting and foreign railroads the rules of this agreement apply.

This contemplates that employees of the Carrier party (or parties) to this agreement will receive their share of connecting line work when sufficient employees under this agreement are available.

RULE 3

BASIC RATES OF PAY

(a)	CLASS "A" RUNS	CLASS "B" RUNS
	Such as Trains 1 and 2	Such as Trains 7 and 8
Chef (First Cook)	\$422.36	\$398.36
Second Cook	382.76	376.76
Stationary Pantryman	377.96	368.21 (See Appendix 2)
Coach Cafe Cook	371.16	371.16
Dinette Cook	371.16	371.16
Third Cook	373.16	359.66
Fourth Cook	352.91	352.91
Pantryman	359.66	359.66
Waiter-in-Charge	384.26	380.76
Dinette Waiter-in-Charge	375.16	375.16
Waiter	357.16	357.16
Waiter-Porter	363.66	359.66
Porter-Waiter	372.41	372.41
Lounge Car Porter	372.41	366.16
Parlor Car Porter	371.66	371.66
Coach Cafe Waiter-in-Charge	375.16	375.16
Coach Dinette Attendant	369.66	369.66

(b) It was also understood that the positions of Cafe Coach Waiter-in-Charge and Dinette Waiter-in-Charge were interchangeable, as well as the positions of Cafe Coach Cook and Dinette Cook being interchangeable. In bidding on position of Cafe Coach Cook or Dinette Cook, the bidder will have to hold position of a grade not lower than Second Cook.

(c) The agreed rates of pay apply to class of work performed and responsibilities without regard to the number of employees on car and the employees will perform the same or similar duties as at the time this agreement becomes effective. Classification of employees covered by this agreement is necessary but this shall not unduly impose uneconomical conditions upon the Carrier or require the use of more employees than are necessary for economical operation.

(d) Employees temporarily assigned to higher rated positions shall receive the higher rate. Assistance to a higher rated employee due to temporary increase in volume of work will not constitute a temporary assignment or receive the higher rate. Regularly assigned employees who are temporarily required to assume the duties of lower rated positions will not have their rates reduced.

RULE 4

BASIC MONTH

Two hundred five (205) hours or less of service shall constitute a basic month's work for regularly assigned employees who are ready for service the entire month and do not lay off of their own accord.

RULE 5

MINIMUM DAY

(a) The minimum aggregate allowance for a straightaway or turnaround trip, from terminal to terminal, in assigned service, shall be eight (8) hours.

(b) Extra employees performing road service on an extra assignment will be paid for actual time worked with a minimum of eight (8) hours for each twenty-four (24) hour period so used.

(c) This rule does not apply to (1) a trip from a layover point to a terminal; (2) from one layover point to another layover point; or (3) to intermediate service performed.

RULE 6

OVERTIME

(a) All time actually worked in excess of two hundred five (205) hours in a calendar month shall be paid for as overtime on the minute basis at the pro rata hourly rate to and including two hundred forty (240) hours. Time actually worked in excess of two hundred forty (240) hours in a calendar month shall be paid for on the minute basis at rate of one and one-half times the pro rata hourly rate. Pro rata hourly rate will be determined by dividing the monthly rate by two hundred five (205). Time paid for but not actually worked shall not be considered as time worked within the meaning of this section.

(b) Time paid for in the nature of arbitraries, extra or special allowances (this including but not limited to (1) time held at other than home terminal; (2) called and not used; (3) attending court or inquest; (4) attending investigations; (5) telephoning commissary; etc.) will not be used for the purpose of calculating overtime pay under this agreement. No rule or combination of rules will be so applied as to require payment of more than time and one-half for time actually worked in excess of two hundred and forty (240) hours in any calendar month.

Example: Employee on regular assignment makes two hundred fifty (250) hours - twelve (12) of which were arbitraries for stocking cars. He will be paid for two hundred fifty (250) hours at straight time.

Example: Employee on regular assignment works two hundred forty (240) hours, none of it arbitraries. He then works two (2) hours stocking a car. He will be paid (rule on stocking cars provides for payment of four (4) hours) two hundred forty-four (244) hours at straight time. If he actually works four (4) hours stocking cars instead of two (2) hours under this example, he will be paid two hundred forty-six (246) hours at straight time.

(c) It is recognized that the Management has the right to rearrange assignments as may be necessary at any time to avoid punitive overtime payments.

RULE 7

COMPUTATION OF TIME

(a) On straightaway runs employees' time shall be computed from the time required to report for duty and do report, until released from duty at terminal or set-out point, subject to deductions of rest periods at night as designated by bulletin. If required to perform service after 9:00 P.M. or before 5:00 A.M. such time will be paid for.

(b) In turnaround service, time of employees will be computed continuously from time they are required to report for duty and do report, until finally released from duty; provided, however, that all time released will be deducted at turnaround, set-out or terminal points where an interval of release is in excess of two (2) hours.

(c) When time claimed is not allowed, employees will be so notified in writing.

(d) In case of pay shortage equaling one (1) day or more, time certificate will be issued on request.

(e) In the event constructive hours are allowed on a particular assignment to make up a monthly guarantee and more than one (1) employee performs service on such assignment, the constructive hours shall be divided between the employees who rendered service thereon in the same ratio as the hours worked by each employee bears to the basic month of two hundred and five (205) hours.

(f) Time worked on a trip will be credited to the date on which trip was begun.

RULE 8

DEADHEADING

(a) Employees required to deadhead will be paid at pro rata rate for the actual time while deadheading, with a maximum of eight (8) hours in each twenty-four (24) hour period, computed from the time of departure and terminating at time of arrival, except that when sleeping accommodations are provided no deadhead allowance will be made for the period from 9:00 P.M. to 5:00 A.M. (See Appendix No. 3).

(b) When deadheading is combined with service, the actual time of deadheading and service combined will be allowed, with a minimum of eight (8) hours.

(c) Deadhead payments will not be made to employees deadheading in the exercise of seniority or for personal reasons or for other than business of the Company and upon its order and instructions.

RULE 9

SERVICE AT TERMINALS

(a) Service at terminal which is continuous with and incidental to the road trip will be included in the time of the road trip.

(b) Service at terminal which is not in connection with the road trip, such as stocking, stripping or checking car or similar work, will be paid on the actual minute basis with minimum of four (4) hours at pro rata rate, time to be computed from the time required to report until the time released.

(c) Waiters-in-Charge or Lounge Car or Parlor Car Porters called to check over cars will be paid for the actual time worked with a minimum of four (4) hours at pro rata rates computed from the time actually reporting for duty until relieved from duty.

RULE 10

EXTRA SERVICE NOT CONNECTED WITH ASSIGNMENT

Assigned employees used to perform service not connected with their regular assignments shall be paid the rate applicable to the service performed, but in no case will they be paid less than they would have been paid on the run to which assigned.

RULE 11

CALLED AND NOT USED

Employees who are called for service and report but are not used will be allowed actual time with a minimum of two (2) hours, computed from the time required to report until released, at pro rata rates.

RULE 12

HELD AWAY FROM HOME TERMINAL

Unassigned employees held at other than designated home terminals and not required to perform service will be paid actual time for all time held after the expiration of sixteen (16) hours within the first twenty-four (24) hour period following tie-up and for the whole or any portion of the third eight (8) hour of each following twenty-four (24) hour period. Time to be computed from arrival at tie-up point.

RULE 13

ATTENDING COURT OR INQUEST

An employee required by the Company to attend court or inquest shall be paid eight (8) hours at regular rate for each calendar day so engaged and necessary living expenses and transportation when called upon to leave home point. If the employee thus engaged is assigned to a regular run the total payment for this attendance will not be less than he would have earned on his regular assignment during the period held from it. Any fee or mileage accruing to the employee from the court for such attendance will be assigned to the Company.

RULE 14

TIME OFF AT TERMINALS

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 assigned employees at designated home terminals.

RULE 15

EXTRA SERVICE

Rotary extra board for the operation of unassigned employees will be established at Fort Worth, Texas. Agreement between Supervisor, Dining Car Service and Joint Chairman for the handling thereof is appended hereto and designated as Appendix No. 6.

RULE 16

PAY PERIODS

Unless contrary to applicable law, pay periods shall not be designated less frequently than semi-monthly.

RULE 17

OPERATING SCHEDULES

Specific time and place of reporting, terminals, hours on duty and lay-over, shall be shown in operating schedules of regular assignments which will be made available to the employees affected and to the Local Chairman.

RULE 18

TIME REPORTS

So long as the individual time report is in use, employee in charge will furnish employees at the end of each trip with a duplicate of the time report being turned in for them.

RULE 19

EMPLOYMENT

(a) Applicants for employment or reemployment will be required to fill out such application forms and undergo such examinations as may be required by the Company.

(b) Applications of new employees shall be approved or disapproved within

ninety (90) calendar days of the first day of compensated service. Disapproval notices will be in writing.

(c) In the event of an applicant wilfully giving false information, his employment may be terminated at any time without an investigation.

(d) To enter or remain in the service of the Company employee agrees to comply with the rules and regulations of the Company.

RULE 20

SENIORITY

(a) New employees will not establish seniority until they have performed six hundred and fifteen (615) actual compensated service hours (service hours on The Colorado and Southern Railway Company and the Fort Worth and Denver Railway Company will be combined). Employment will be considered temporary during this period of probation. After seniority has been established under this rule, it shall be as of the date first started. Where the pay of two or more employees starts on the same day, the employing officer shall designate the order in which the names of such employees shall appear on the seniority roster.

(b) Seniority dates not under protest with the General Committee shall be recognized as correct on the effective date of this agreement.

(c) Seniority lists shall be posted on or about January 1 of each year and they shall be open for correction for a period of thirty (30) days from the date of posting on which an employee's name first appears, and no change will be made thereafter. Protests not made within the time limits herein specified shall not be recognized by either party except in the case of obvious typographical error.

(d) Copy of seniority roster will be furnished the General Chairman.

RULE 21

EXERCISE OF SENIORITY

(a) It is recognized that the character of service required of employees coming within the scope of this agreement demands fitness and ability. The principle of seniority shall be adhered to but nothing in this agreement shall be construed to require that seniority be so as to impair the efficiency of service to be rendered to the Company or to the public.

(b) An employee assigned to a higher class who fails to qualify will return to his former position without the loss of seniority thereon, and will not acquire a seniority date in the class in which disqualified.

(c) Exercise of seniority is restricted to new positions, permanent vacancies and loss of assignment through no fault of the employee except that an employee re-

turning to service after leave of absence, sickness or disability, may exercise seniority on any run bulletined during his absence for which he is qualified.

RULE 22

EXAMINATIONS

(a) The practice of conducting annual book of rules school will be continued and employees will attend without pay.

(b) Employees will be privileged to make written application to qualify for service in a higher classification within the purview of this collective agreement and will be given an examination for and be permitted to make the necessary student trip or trips on request in order to qualify for service in the higher classification.

RULE 23

SENIORITY CLASSES

(a) Seniority will be in two classes or groups and separate seniority rosters will be maintained for (1) chefs and cooks, subdivided; (2) waiters-in-charge, pantrymen, waiters and attendants, subdivided.

(b) Employees promoted from one classification of cook to a higher classification of cook or to chef and waiters promoted from one classification to higher classification of waiter or to other classifications available to waiters, will rank in the classification to which promoted from the time pay starts in such classification and will retain and continue to accumulate seniority and may exercise displacement rights, under the provisions of Rule 21, in the classification from which promoted in the event that force is reduced or positions are abolished.

RULE 24

ADVERTISEMENTS AND ASSIGNMENTS

(a) All new positions and permanent vacancies shall be bulletined for a period of seven (7) days. All bids shall be made in writing. Assignment shall be made within five (5) days after expiration of bulletin.

(b) A change of home terminal or a change of three (3) hours or more in the reporting time at home terminal will be sufficient cause to rebulletin an assigned run. When a position is changed, as provided herein, the employee affected thereby may exercise his seniority.

(c) In the event no bids are received from qualified employees, the vacancy shall be filled by assigning the junior employee in that particular classification. The junior employee subject to accept the position who declines to do so will forfeit his seniority in the classification of the position bulletined and in all higher classifications.

(d) Temporary vacancies for Chefs and Waiters-in-Charge will be filled by the senior extra qualified employee available, such extra qualified employee to hold the vacancy until it expires, except that after the expiration of seven (7) days the senior qualified extra man available making written application therefor will be placed thereon. All other temporary vacancies shall be filled by unassigned employees in accordance with the provisions of Rule 15.

(e) Temporary vacancies of thirty (30) days or longer may be taken by the senior qualified employee making written application therefor. Such vacancies shall be bulletined as soon as it becomes known that the vacancy is for thirty (30) days or longer.

(f) Positions of Coach-Dinette Attendant, whose duties embrace combination of cooking and waiting, will be filled from the ranks of Cooks or from the ranks of Waiters, and when assigned to such position will retain seniority in their respective classifications.

RULE 25

MEALS AND LODGING

(a) This agreement contemplates no change in present practice of furnishing white uniforms and meals to employees when on duty.

(b) Deductions for rest periods during night time hours under circumstances where sleeping accommodations are provided aboard train or in cars detached from train may be determined by the Company in both regular and extra service, but time deducted shall not exceed eight (8) hours and shall be within the period 9:00 P.M. and 5:00 A.M. (See Appendix No. 3).

RULE 26

DISPLACEMENT RIGHTS

(a) An employee who loses his run through no fault of his own may apply for and shall have the right, in accordance with the provisions of Rule 21, to occupy any assignment covered by the same seniority roster where his seniority is greater than that of an employee on such assignment. Displacement shall be made at the designated home terminal of the run at least five (5) hours prior to the reporting time of the run into which displacement is to be made.

(b) The right of a displaced employee to apply for another assignment must be exercised within five (5) days (120 hours) from the time and date of displacement (expiration of layover), except that when displaced while absent in service or absent on account of illness, suspension, leave of absence, or vacation, the five (5) days shall be from the time and date the employee returns to his home terminal from service or reports for duty at his home terminal following illness, suspension, leave of absence or vacation.

(c) In the event any employee becomes ill, goes on vacation or on leave of

absence, or is suspended after being displaced, the right to apply for another assignment must be exercised within five (5) days (120 hours) from the time and date of displacement.

(d) For the purpose of this rule, an employee desiring to displace a junior employee shall signify his intention in writing and shall immediately be considered as assigned to such run.

RULE 27

REDUCTION IN FORCE

(a) When forces are reduced, seniority as defined in Rule 20 will be observed.

(b) In the restoration of forces, senior laid off men will be given preference in returning to service if available within ten (10) days.

(c) Employees desiring to return to service under the provisions of Paragraph (b) hereof, must file their addresses in writing with the Supervisor of Dining Car Service at the time of force reduction and advise promptly of any change of address. Failure to file address as provided above, or failure to report for work within ten (10) days after being notified by mail or telegram sent to last address given will constitute forfeiture of all seniority rights. Acknowledgment of notice of recall to service will be made as promptly as possible after such notice has been mailed by employing officer.

RULE 28

RETENTION OF SENIORITY

(a) Employees promoted to supervisory or excepted positions with the Burlington Lines shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such positions and shall have displacement rights as provided in Rule 26 when returning to road service. Positions on business and office cars are excepted positions.

(b) Employees elected or appointed to official positions in the International 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 26 when returning to road service.

(c) Employees relieved from service account reduction in force will retain seniority rights for one (1) year. If not recalled to service within one (1) year, seniority rights will be terminated.

RULE 29

DISCIPLINE

(a) An employee who has established seniority under the provisions of Rule

20(a) will not be dismissed without an investigation. He may, however, be held out of service pending decision on such investigation.

(b) An employee who has established seniority under the provisions of Rule 20(a) and who has been disciplined will, provided he makes written request upon the officer in charge of Dining Car Service within ten (10) days of notification of such discipline, be given a fair and impartial investigation within ten (10) days after receipt of such request. Nothing in this rule shall prohibit subsequent dismissal should the result of the investigation so warrant.

(c) Such employee shall be apprised in writing prior to the investigation of the charges preferred against him and be present at such investigation and may be represented by two or less duly authorized representatives of the Organization party to this agreement. The investigation shall be held within ten (10) days after charges are preferred. The employee shall have the right to arrange with witnesses to testify in his behalf. He will be permitted to hear all testimony and question all witnesses and/or statements submitted against him.

(d) Decision shall be rendered within thirty (30) days after the completion of the investigation. Any appeal from such decision will be handled under the provisions of Rule 30.

(e) The employee or his representative will be furnished a copy of the transcript of investigation, if requested.

(f) If it is found that an employee has been unjustly disciplined or dismissed from the service, he shall be reinstated with his seniority rights unimpaired and be compensated for wage loss, if any, sustained by him resulting from said discipline or dismissal, less any amount earned elsewhere during such period.

(g) Employees who have not established seniority under Rule 20(a), as referred to in Paragraphs (a) and (b) hereof, shall be considered as on probation and they shall not be entitled to investigation or appeal under this agreement, or otherwise.

RULE 30

CLAIMS

(a) When claims are made, pertinent rules of the agreement must be specified by number.

(b) Should an employee believe he has been unjustly dealt with or any of the provisions of this agreement have been violated, his grievance or claim may be handled by the duly authorized Local Committee with the Supervisor of Dining Car Service if presented within thirty (30) days from the date of occurrence. Decision thereon by the Supervisor of Dining Car Service will be made in thirty (30) days. If handling with such officer should be unsatisfactory, the dispute may then be appealed to the officer designated by the Company to handle such appeal whose decision shall be made within a reasonable time. If the dispute is still not satisfactorily adjusted and further appeal is desired, the dispute may then be submitted

to the National Railroad Adjustment Board. If further procedure on a claim is desired after the highest officer designated by the Company has rendered decision thereon, such further procedure must begin within ninety (90) days from the date of such decision, and, in the event of failure to follow that course within the time stated in this paragraph, the matter is closed and the Company's decision will stand as rendered.

(c) All claims, grievances, appeals and decisions thereon will be in writing.

RULE 31

LEAVE OF ABSENCE

(a) When service requirements will permit, employees will on request be granted a leave of absence for a limited time not to exceed ninety (90) days, except by agreement between the parties hereto.

(b) An employee who fails to report for duty at the expiration of leave of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

(c) Except through agreement between the Supervisor of Dining Car Service and the Local Chairman, before the occurrence takes place, employees who secure outside employment while on leave of absence shall be considered out of service and their seniority shall be terminated.

(d) Employees serving on committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the Railroad.

RULE 32

TRANSFERS

An employee who desires to transfer from one seniority class or group to another seniority class or group will, if he possesses the necessary qualifications, be given preference over a new employee.

RULE 33

TRANSPORTATION

Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation or reduced rates as is granted to other employees of the Company.

RULE 34

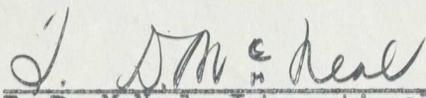
DURATION OF AGREEMENT

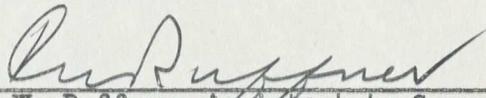
The foregoing rules shall become effective March 1, 1960, and shall remain in effect thereafter subject to cancellation upon serving of thirty (30) days written notice served by one party upon the other, further handling to be in accordance with the provisions of the amended Railway Labor Act.

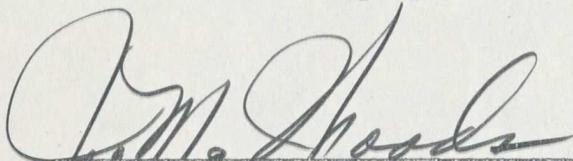
SIGNED AT DENVER, COLORADO, THIS 21ST DAY OF JANUARY, 1960.

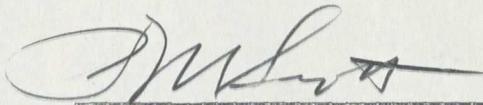
FOR THE EMPLOYEES:

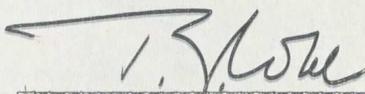
FOR THE CARRIER:


T. D. McNeal, International Vice
President, for A. Philip Randolph,
International President,
Brotherhood of Sleeping Car Porters.


C. W. Ruffner, Assistant to General
Manager,
The Fort Worth & Denver Railway Company.


J. M. Woods, Representative,
Brotherhood of Sleeping Car Porters,
The Fort Worth & Denver Railway Company.


P. M. Scott, Manager, Dining Car Service,
Burlington Lines.


P. S. Cobel, Supervisor, Dining Car
Service,
The Fort Worth & Denver Railway Company
The Colorado & Southern Railway Company.

MEMORANDUM OF AGREEMENT
Between
THE FORT WORTH AND DENVER RAILWAY COMPANY
THE COLORADO AND SOUTHERN RAILWAY COMPANY
And
THE BROTHERHOOD OF SLEEPING CAR PORTERS

This agreement, entered into effective March 1, 1960, to provide for a consolidated seniority roster of Dining Car employees from the seniority rosters of the Fort Worth and Denver and the Colorado and Southern Railways and to provide for a common extra board at Fort Worth, Texas, to protect the extra work on these properties:

IT IS HEREBY AGREED:

1. There will be established a consolidated Fort Worth and Denver-Colorado and Southern roster embracing all Dining Car employees on the Fort Worth and Denver and the Colorado and Southern Railways which will show the seniority order standing of Dining Car employees on such consolidated roster and, in addition, show each Dining Car employee's prior rights standing on his home road (see Attachments "A", "B" and "C"). Dining Car employees entering service as such on and after the effective date of this agreement shall not hold prior rights herein provided.
2. The term "home road," as used herein, shall be understood to be the road where employee held seniority prior to the effective date of this agreement and as shown on Attachments "B" and "C."
3. Dining Car employees will retain permanent prior rights to positions as Dining Car employees on their respective home roads unless forfeited under the provisions of the agreements.
4. There will be established at Fort Worth a consolidated extra board for Dining Car employees for the purpose of protecting all extra work on both roads and Dining Car employees assigned thereto will work first in, first out, off of such board, except as otherwise provided in the rules of the agreements.
5. Assignment of sufficient extra men to the board to protect the extra work will be subject to agreement between the Supervisor of Dining Car Service and the Joint Chairman of the Organization.
6. Any Dining Car employees entering service on the roads named after the effective date will hold seniority on the consolidated roster only and will hold no "prior rights" seniority on either individual road.
7. Vacancies will be bulletined to all employees on the consolidated roster in accordance with Rule 24 of the existing agreements, designating therein the home road. The senior qualified employee on the "home road" holding prior rights will be given preference on the assignment according to his seniority standing on such home road.
8. If no bids are received for the vacancy from prior right home road Dining Car employees, then the senior bidder from the consolidated roster will be assigned.

9. In case of no bid being received, the junior unassigned man with prior rights will be assigned. If there is no such prior rights man on the board, the junior qualified man on the board will be assigned.

10. Men holding prior rights on one road and assigned to a regular position on the other road will accrue no prior rights on the other road.

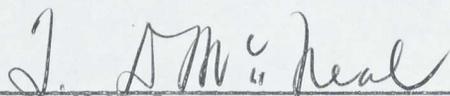
11. In the exercise of displacement rights, per Rule 26 of the agreements, the prior rights of men on their home road will take precedence over senior employees on the consolidated roster.

12. In the division of interrailway operating rights, it shall be the intent and purpose of this agreement to endeavor, as nearly as possible, to divide 60% of the operation to Fort Worth and Denver men and 40% of the operation to Colorado and Southern men. Nothing in this rule shall be construed as a guarantee or be used as basis for monetary claims of any nature.

Signed at Denver, Colorado, this 21st day of January, 1960.

FOR THE ORGANIZATION:

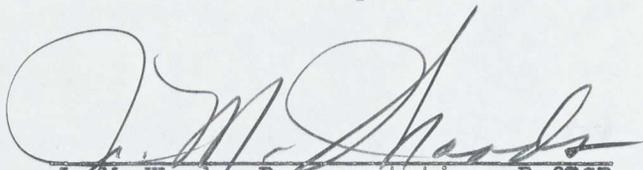
FOR THE CARRIERS:



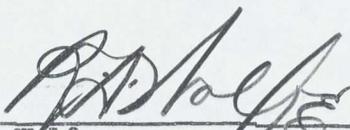
T. D. McNeal,
International Vice President,
Brotherhood of Sleeping Car Porters.



C. W. Ruffner,
Assistant to General Manager,
The Fort Worth and Denver Railway Co.



J. M. Woods, Representative, BofSCP.,
The Fort Worth & Denver Railway Co.



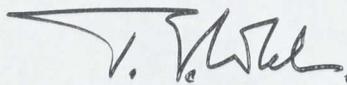
R. D. Wolfe,
Assistant to Vice President
(Labor Relations),
The Colorado and Southern Railway Co.



J. A. King, Representative, BofSCP.,
The Colorado and Southern Railway Co.



P. M. Scott, Manager,
Dining Car Service,
Burlington Lines.



P. S. Cobel, Supervisor,
Dining Car Service,
The Fort Worth and Denver Railway Co.
The Colorado and Southern Railway Co.

BURLINGTON LINES
Dining Car Department

THE FORT WORTH AND DENVER RAILWAY COMPANY
THE COLORADO AND SOUTHERN RAILWAY COMPANY

Consolidated Seniority Roster of Various Classes of Employees in Dining Car Service

March 1, 1960

CHEFS and COOKS

F	W. A. Bolden	Jan. 20, 1943
F	Berry Bell	March 8, 1943
F	C. D. Sewell	April 24, 1943
F	L. V. Lewis	July 26, 1943
C	W. E. Jefferson	Dec. 20, 1944
C	James A. King	July 10, 1948
F	Bennie B. Smith	May 19, 1954
F	Herbert James	May 21, 1954
F	Elvin Tatum	May 22, 1954
F	Willie Metcalfe	May 7, 1956
F	Dennis Robinson	July 15, 1957
F	Arthur Kelly	Aug. 27, 1957

SECOND COOKS

F	W. A. Bolden	Oct. 20, 1942
F	Berry Bell	Dec. 1, 1942
F	L. V. Lewis	Jan. 3, 1943
F	C. D. Sewell	Jan. 3, 1943
C	James A. King	June 19, 1944
C	W. E. Jefferson	Nov. 9, 1944
F	Bennie B. Smith	Jan. 23, 1945
F	Herbert James	April 14, 1945
F	Elvin Tatum	Sept. 20, 1946
F	Willie Metcalfe	May 24, 1954
F	Dennis Robinson	May 16, 1956
F	Arthur Kelly	May 20, 1956

THIRD COOKS

F	Berry Bell	Sept. 4, 1942
F	W. A. Bolden	Sept. 4, 1942
F	C. D. Sewell	Sept. 4, 1942
F	L. V. Lewis	Dec. 4, 1942
C	James A. King	Sept. 5, 1943
C	W. E. Jefferson	April 5, 1944
F	Bennie B. Smith	Jan. 22, 1945
F	Herbert James	Jan. 23, 1945
F	Elvin Tatum	Jan. 10, 1946
F	Willie Metcalfe	Aug. 14, 1951
F	Dennis Robinson	July 10, 1953
F	Arthur Kelly	Sept. 3, 1953

FOURTH COOKS

F	Berry Bell	Sept. 4, 1942
F	W. A. Bolden	Sept. 4, 1942
F	C. D. Sewell	Sept. 4, 1942
F	L. V. Lewis	Dec. 4, 1942
C	James A. King	Sept. 5, 1943
C	W. E. Jefferson	April 5, 1944
F	Bennie B. Smith	Jan. 22, 1945
F	Herbert James	Jan. 23, 1945
F	Elvin Tatum	Jan. 10, 1946
F	Willie Metcalfe	Aug. 14, 1951
F	Dennis Robinson	July 10, 1953
F	Arthur Kelly	Sept. 3, 1953

WAITERS-IN-CHARGE

F	W. F. Goodspeed	Aug. 23, 1940
F	L. D. Jenkins	June 29, 1943
F	J. B. Williams	Aug. 31, 1948
F	J. R. Cumby	Sept. 1, 1948
F	J. M. Woods	Jan. 1, 1952
F	J. L. Taylor	May 24, 1957
F	Luvester Drake	May 25, 1957
F	John Q. Robinson	May 26, 1957
F	Marshall Gent	May 27, 1957
C	LeRoy Oliver	June 16, 1957
C	M. H. Thomas	June 17, 1957
F	Odell Coleman	June 18, 1957
C	James L. Wood	June 19, 1957
C	Otis L. Drake	June 20, 1957
C	James W. Wortham	June 21, 1957

WAITERS

F	W. F. Goodspeed	March 15, 1938
F	C. A. Randle	June 13, 1939
F	J. L. Taylor	Dec. 19, 1941
F	Hardie McDowell	March 17, 1942
F	L. D. Jenkins	July 16, 1942
F	J. B. Williams	Aug. 26, 1942
C	O. C. Allen	Nov. 6, 1942
C	LeRoy Oliver	Nov. 7, 1942
F	J. R. Cumby	June 12, 1943
C	M. H. Thomas	Sept. 5, 1944
F	Odell Coleman	Jan. 25, 1945
F	J. M. Woods	June 19, 1950
F	Luvester Drake	July 10, 1951
F	Fred Dickey	Aug. 15, 1951
F	C. O. McCoy	Sept. 12, 1953
F	F. L. Maroney	April 23, 1954
F	J. Q. Robinson	Nov. 10, 1954
F	Marshall Gent	June 10, 1955
F	Louie Rayson	March 13, 1956
F	Ed Minneweather	Sept. 2, 1956
F	Jessie Drake	April 30, 1957
F	Felix Harrison	June 16, 1957
F	Jack L. Anderson	June 17, 1957
C	James L. Wood	June 19, 1957
C	Otis L. Drake	June 20, 1957
C	James W. Wortham	June 21, 1957

Symbol "F" designates FW&D as home road.
Symbol "C" designates C&S as home road.

BURLINGTON LINES
Dining Car Department

FORT WORTH & DENVER RAILWAY COMPANY

Seniority Roster of Certain Classes of Employees in Dining Car Service

January 1, 1960

CHEFS AND COOKS

W. A. Bolden	Jan. 20, 1943
Berry Bell	March 8, 1943
C. D. Sewell	April 24, 1943
L. V. Lewis	July 26, 1943
W. E. Jefferson	Dec. 20, 1944
James A. King	May 15, 1949
Bennie B. Smith	May 19, 1954
Herbert James	May 21, 1954
Elvin Tatum	May 22, 1954
Willie Metcalfe	May 7, 1956
Dennis Robinson	July 15, 1957
Arthur Kelly	Aug. 27, 1957

SECOND COOKS

W. A. Bolden	Oct. 20, 1942
Berry Bell	Dec. 4, 1942
L. V. Lewis	Jan. 3, 1943
C. D. Sewell	Jan. 3, 1943
James A. King	June 19, 1944
W. E. Jefferson	Nov. 9, 1944
Bennie B. Smith	Jan. 23, 1945
Herbert James	April 14, 1945
Elvin Tatum	Sept. 20, 1946
Willie Metcalfe	May 24, 1954
Dennis Robinson	May 16, 1956
Arthur Kelly	May 20, 1956

THIRD COOKS

Berry Bell	Sept. 4, 1942
W. A. Bolden	Sept. 4, 1942
C. D. Sewell	Sept. 4, 1942
L. V. Lewis	Dec. 4, 1942
James A. King	Sept. 5, 1943
W. E. Jefferson	April 5, 1944
Bennie B. Smith	Jan. 22, 1945
Herbert James	Jan. 23, 1945
Elvin Tatum	Jan. 10, 1946
Willie Metcalfe	Aug. 14, 1951
Dennis Robinson	July 10, 1953
Arthur Kelly	Sept. 3, 1953

WAITERS-IN-CHARGE

*J. O. Williams	Jan. 15, 1937
W. F. Goodspeed	Aug. 23, 1940
L. D. Jenkins	June 29, 1943
J. B. Williams	Aug. 31, 1948
J. R. Cumby	Sept. 1, 1948
J. M. Woods	Jan. 1, 1952
J. L. Taylor	May 24, 1957
Luvester Drake	May 25, 1957
John Q. Robinson	May 26, 1957
Marshall Gent	May 27, 1957

LOUNGE CAR PORTERS

*J. O. Williams	June 15, 1957
*H. J. Columbus	June 16, 1957
*C. C. Keys	June 17, 1957
W. F. Goodspeed	June 18, 1957
C. A. Randle	June 19, 1957
J. L. Taylor	June 20, 1957
Hardie McDowell	June 21, 1957
L. D. Jenkins	June 22, 1957
J. B. Williams	June 23, 1957
J. R. Cumby	June 24, 1957
Odell Coleman	June 25, 1957
J. M. Woods	June 26, 1957
Luvester Drake	June 27, 1957
John Q. Robinson	June 29, 1957
Marshall Gent	June 30, 1957
Louie Rayson	July 2, 1957
Jessie Drake	July 7, 1957

WAITERS, PANTRYMEN-WAITERS & PORTER-WAITERS

*J. O. Williams	Dec. 3, 1931
*H. J. Columbus	July 5, 1936
*C. C. Keys	Sept. 3, 1937
W. F. Goodspeed	March 15, 1938
C. A. Randle	June 13, 1939

Continued.

ATTACHMENT "B" (Continued)

Seniority Roster of Certain Classes of Employees in Dining Car Service of the Fort Worth & Denver Railway Company as of January 1, 1960 continued.

WAITERS, PANTRYMEN-WAITERS & PORTER-WAITERS

J. L. Taylor	Dec. 19, 1941
Hardie McDowell	March 17, 1942
L. D. Jenkins	July 16, 1942
J. B. Williams	Aug. 26, 1942
O. C. Allen	Nov. 6, 1942
J. R. Cumby	June 12, 1943
Odell Coleman	Jan. 25, 1945
J. M. Woods	June 19, 1950
Luvester Drake	July 10, 1951
Fred Dickey	Aug. 15, 1951
C. O. McCoy	Sept. 12, 1953
F. L. Maroney	April 23, 1954
J. Q. Robinson	Nov. 10, 1954
Marshall Gent	June 10, 1955
Louie Rayson	March 13, 1956
Ed Minneweather	Sept. 2, 1956
Jessie Drake	April 30, 1957
Felix Harrison	June 16, 1957
Jack L. Anderson	June 17, 1957

* Name is carried on the Seniority Roster of the
FW&D-CRI&P Joint Texas Division.

P. S. Cobel
Supervisor, Dining Car Service

Fort Worth, Texas
January 1, 1960

BURLINGTON LINES
Dining Car Department

THE COLORADO AND SOUTHERN RAILWAY COMPANY

Seniority Roster of Certain Classes of Employees in Dining Car Service

January 1, 1960

CHEFS AND COOKS

W. E. Jefferson June 1, 1948
James A. King July 10, 1948

SECOND COOKS

W. E. Jefferson June 1, 1948
James A. King July 9, 1948

THIRD COOKS

W. E. Jefferson June 1, 1948
James A. King July 9, 1948

FOURTH COOKS

W. E. Jefferson June 1, 1948
James A. King July 9, 1948

CAFE-COACH WAITERS-IN-CHARGE

LeRoy Oliver June 16, 1957
M. H. Thomas June 17, 1957
Odell Coleman June 18, 1957
James L. Wood June 19, 1957
Otis L. Drake June 20, 1957
James W. Wortham June 21, 1957

LOUNGE CAR PORTERS

LeRoy Oliver June 16, 1957
M. H. Thomas June 17, 1957
Odell Coleman June 18, 1957
James L. Wood June 19, 1957
Otis L. Drake June 20, 1957
James W. Wortham June 21, 1957

DINETTE ATTENDANTS

M. H. Thomas Sept. 18, 1945
Othal Allen July 27, 1950
Odell Coleman July 28, 1950
James L. Wood July 19, 1957
Otis L. Drake June 20, 1957
James Wortham June 21, 1957

WAITERS, PORTER-WAITERS, WAITER-PORTERS.

LeRoy Oliver Nov. 7, 1942
M. H. Thomas Sept. 5, 1944
Othal Allen March 4, 1949
Odell Coleman March 27, 1949
James L. Wood June 19, 1957
Otis L. Drake June 20, 1957
James W. Wortham June 21, 1957

P. S. Cobel
Supervisor, Dining Car Service

Fort Worth, Texas
January 1, 1960

THE FORT WORTH AND DENVER RAILWAY COMPANY
THE COLORADO AND SOUTHERN RAILWAY COMPANY

P. M. Scott,
Manager,
Dining Car Service.

January 20, 1960.

Mr. T. D. McNeal,
International Vice President,
Brotherhood of Sleeping Car Porters,
2906a North Union Boulevard,
St. Louis 15, Missouri.

Dear Sir:

If and when the position of Stationary Pantryman, as provided for in Rule 3 of the current agreement, is established on the Fort Worth and Denver or the Colorado and Southern Railways, employees therefor will be secured from the seniority roster of Chefs and Cooks, retaining seniority in the latter classification, and such position shall work under the direct supervision of the Chef.

The employee assigned to the position will not be required to perform any service in the dining room, his duties being to assume complete charge of all facilities holding pantry supplies, such as fruit and vegetable lockers, cream and dairy boxes, and all other similar facilities; the care and preservation of all pantry supplies, preparation of all salads, relishes, and such other dishes as are drawn from the pantry.

The provisions of this letter agreement become effective February 1, 1960, and remain in effect thereafter subject to cancellation upon thirty (30) days advance written notice by either party upon the other.

Yours very truly,

/s/ P. M. Scott

ACCEPTED FOR
BROTHERHOOD OF SLEEPING CAR PORTERS:

/s/ T. D. McNeal
T. D. McNeal,
International Vice President.

APPENDIX NO. 2

MEMORANDUM OF UNDERSTANDING
Between
THE COLORADO AND SOUTHERN RAILWAY COMPANY
FORT WORTH AND DENVER RAILWAY COMPANY
and the
BROTHERHOOD OF SLEEPING CAR PORTERS

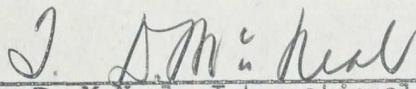
It was understood at conference in Denver, Colorado, January 21, 1960, that a necessary number of upper berths will be reserved in the Pullman sleeper operating on Trains Nos. 7 and 8 for the same number of regularly assigned employees operating thereon. Cots and bedding will be provided for use of extra men.

It is also understood that should the dormitory car presently operating on Trains Nos. 1 and 2 be discontinued equal accommodations in the sleeping car will be provided.

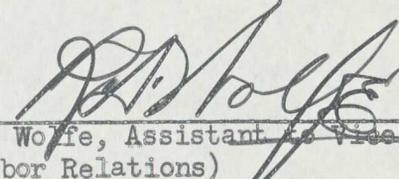
The foregoing understanding also applies to employees required by Company order to deadhead.

Signed at Denver, Colorado, this 21st day of January, 1960.

FOR THE EMPLOYEES:


T. D. McNeal, International Vice
President,
Brotherhood of Sleeping Car Porters.

FOR THE CARRIERS:


R. D. Wolfe, Assistant to Vice President
(Labor Relations)
The Colorado & Southern Railway Company.


C. W. Ruffner, Assistant to General Man-
ager,
The Fort Worth & Denver Railway Company.

VACATION AGREEMENT

Preamble

This agreement is entered into between each of the carriers listed in Appendix "A," attached hereto and made a part hereof, represented respectively by the duly authorized Conference Committee, signatory hereto, as parties of the first part, and the employes of said carriers, represented by the Brotherhood of Sleeping Car Porters, signatory hereto, by their duly authorized representatives, on behalf of which employes requests with respect to vacations have been made, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employes for whom such requests have been made.

This agreement is executed in full settlement of the requests contained in notices served on behalf of Dining Car employes on the carriers parties hereto on or about August 15, 1944.

AGREEMENT

Section 1.

(a) Effective with the calendar year 1945, 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 applicable schedule agreements between the parties hereto on not less than one hundred sixty (160) days during the preceding calendar year.

(b) Effective with the calendar year 1945 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 applicable schedule agreements between the parties hereto on not less than one hundred sixty (160) days during the preceding calendar year and who has five (5) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than one hundred sixty (160) days in each of five (5) of such years not necessarily consecutive.

(c) In determining the qualifying service of one hundred sixty (160) days, each eight (8) hours of work performed shall be considered as one (1) day.

(d) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

Section 2.

If the basic straight time work week generally prevailing in this industry for any "craft or class of employes" (to be interpreted as these words are used in the Railway Labor Act) represented by the organization signatory hereto, be reduced on a majority of the carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number

of consecutive days constituting a vacation and pay therefor for such "craft or class of employes" on such carriers under Section 1 (a) and (b) hereof will be correspondingly reduced.

Section 3.

(a) 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.

(b) 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.

(c) If a 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.

Section 4.

Vacation allowance, or allowance in lieu thereof, for an employe entitled to six (6) days' vacation shall be an amount equal to the pay for forty-eight (48) hours at the straight time hourly basic rate of last service performed. For an employe entitled to twelve (12) days' vacation the allowance shall be an amount equal to the pay for ninety-six (96) hours at the straight time hourly basic rate of last service performed. The straight time hourly basic rate shall be determined by dividing the applicable monthly rate by 240.

Section 5.

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.

Section 6.

No vacation with pay or payment in lieu thereof will be due an employe whose employment relation with a Carrier has terminated prior to the taking of his vacation, except that employes retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 7.

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.

Section 8.

An employe relieving vacationing employe will be paid the rate applicable in schedule 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 eight (8) hours each.

Section 9.

(a) 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 schedule agreements.

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

Section 10.

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative of the employes, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

Section 11.

Other rules, or parts of rules, of existing vacation agreements not changed or modified hereby shall remain as now appearing therein, unless and until changed by proper notice, as provided in each such agreement.

Section 12.

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committee, signatory hereto, or their successors; and the employe members of which shall be the chief executive and two members of the organization signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided shall meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 13.

This agreement shall be effective January 1, 1945, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, 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, as amended.

Section 14.

This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

Section 15.

This agreement shall become effective as provided herein when necessary governmental approval is obtained.

SIGNED AT CHICAGO, ILL., THIS FIRST DAY OF MAY, 1945.

(Signatories not reproduced).

Carriers listed in Appendix "A" include The Colorado and Southern Railway Company and the Fort Worth and Denver Railway Company.

AGREEMENT

This Agreement made this 21st day of August, 1954, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES and the employees of such carriers shown thereon and represented by the BROTHERHOOD OF SLEEPING CAR PORTERS, witnesseth:

IT IS AGREED:

ARTICLE I - (Omitted - not pertinent).

ARTICLE II - (Omitted - not pertinent).

ARTICLE III

Rules in effect on the individual railroads parties hereto which provide for annual vacations with pay to employees covered by this agreement shall be amended by adding the provision that effective January 1, 1954 an annual vacation of three weeks (fifteen or eighteen consecutive work days as the case may be) with pay will be granted to each such employee who has fifteen or more years of continuous service with the employing carrier and who qualifies for a vacation under existing rules on the individual railroads. Existing qualification requirements will be applied for the third week's vacation in the same manner as employees now qualify for a two weeks' vacation and the third week's vacation and payment therefor shall be granted in the same manner as now granted for a two weeks' vacation.

ARTICLE IV - (Omitted - not pertinent).

ARTICLE V - (Omitted - not pertinent).

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

(Signatories not reproduced).

M E M O R A N D U M

Chicago, Illinois
August 21, 1954

Referring to the vacation agreements, as amended by the agreement signed this date, between employees represented by the Brotherhood of Sleeping Car Porters and carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees:

Effective January 1, 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow.

For example, if an employee in 1953 qualifies for a 1954 vacation and dies in 1954 before receiving his 1954 vacation, payment in lieu thereof will be made to his widow. No vacation allowance will be due for 1955 even though such employee may have qualified therefor in 1954.

(Signatories not reproduced).

UNION MEMBERSHIP AGREEMENT
Between
THE FORT WORTH AND DENVER RAILWAY COMPANY
And
THE BROTHERHOOD OF SLEEPING CAR PORTERS

This Agreement made this 3rd day of February, 1953, by and between The Fort Worth and Denver Railway Company, and the employees thereof represented by the Railway Labor Organizations signatory thereto, witnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-

compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision in such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writ-

ing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until

such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty or ninety day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability

shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on February 16, 1953, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Ft. Worth, Texas, this 3rd day of February, 1953.

FOR THE
BROTHERHOOD OF SLEEPING CAR PORTERS:

FOR THE
FORT WORTH AND DENVER RAILWAY COMPANY:

(Signatories not reproduced)

MEMORANDUM OF AGREEMENT
Between
THE FORT WORTH AND DENVER RAILWAY COMPANY
THE COLORADO AND SOUTHERN RAILWAY COMPANY
And
THE BROTHERHOOD OF SLEEPING CAR PORTERS

In the application of Rule 15 of the respective collective agreements and Items 4 and 5 of the joint Memorandum of Agreement dated March 1, 1960:

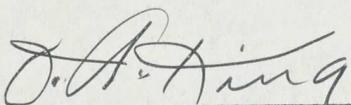
IT IS AGREED:

1. Unassigned employees must register time relieved from last duty in person or by telephone at the office of Supervisor of Dining Car Service, Fort Worth, Texas, Monday through Friday, on a register sheet provided for that purpose. Such register must be made by mail with employee-in-charge reports on Saturdays and Sundays.
2. A copy of such register sheet will be posted each day, Monday through Friday, showing the chronological order in which such employees were relieved in order to determine their next turn out.
3. Unassigned employees must report in person or by telephone each day, Monday through Friday, to the office of Supervisor of Dining Car Service, Fort Worth, Texas, during the periods 10:00 A.M. to 11:00 A.M., or 2:00 P.M. to 3:00 P.M.
4. Unassigned vacancies will be filled by the first out employee qualified in that particular craft.
5. In the event an unassigned employee fails to take his turn out, he will be considered unavailable for service, except in case of emergency, until the man who protected the service returns and is relieved at Fort Worth and the man who missed the call will then be placed next below on the board.
6. This agreement does not prejudice the provisions of Rule 24(a) of the current collective agreements.

Signed at Fort Worth, Texas, this 21st day of January, 1960.

FOR THE ORGANIZATION:

FOR THE CARRIERS:



J. A. King, Joint Chairman.



P. S. Cobel, Supervisor,
Dining Car Service.

MEMORANDUM OF AGREEMENT
Between
FORT WORTH AND DENVER RAILWAY COMPANY
and the
DINING CAR DEPARTMENT EMPLOYEES
represented by
BROTHERHOOD OF SLEEPING CAR PORTERS

In disposition of Section 6 notices under the Railway Labor Act, as amended, served by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) on the Fort Worth and Denver Railway Company under dates of March 26, 1964, and May 25, 1964, it is agreed as follows:

Section 1. Effective March 1, 1965, the monthly rates of pay applicable to dining car employees represented by the Brotherhood of Sleeping Car Porters shall be reduced \$11.05 per month. Pro rata hourly rates of pay shall be determined as follows:

Effective March 1, 1965 - divide monthly rate by 195.
Effective Sept. 1, 1965 - divide monthly rate by 185.
Effective March 1, 1966 - divide monthly rate by 180.
Effective Sept. 1, 1966 - divide monthly rate by 174.

Section 2. The hours of the basic work month shall be reduced from 205 to 174 hours, with maintenance of the monthly rate as established March 1, 1965, in accordance with the following schedule:

- (a) Effective March 1, 1965, an initial reduction in hours from 205 to 195.
- (b) Effective September 1, 1965, a second reduction in hours from 195 to 185.
- (c) Effective March 1, 1966, a third reduction in hours from 185 to 180; and
- (d) Effective September 1, 1966, a final reduction in hours from 180 to 174.

Section 3. The existing 35-hour margin of pro rata overtime shall be reduced to 10 hours effective March 1, 1965.

Section 4. Minimum Day. Rule 5 is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 hours

Section 5. Deadheading. Rule 8(b) is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 Hours

Section 6. Service at Terminals. Rule 9(b) and (c) are amended to provide allowances as follows:

Effective March 1, 1965 - 3.25
Effective Sept. 1, 1965 - 3.09
Effective March 1, 1966 - 3.0
Effective Sept. 1, 1966 - 2.9

Section 7. Extra Service. Rule 10 is amended to include the following:

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

Section 8. Held Away From Home Terminal. Rule 12 is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 hours

Section 9. Attending Court or Inquest. Rule 13 is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 hours

Section 10. Vacation Agreement. The following paragraphs of Sections 1 through 13, inclusive, of Appendix 4 of the Agreement are amended to read as shown:

(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 employee 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 employee 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 1960 - 1964 inclusive and 160 days in each of such years prior to 1960), in each of the 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 employee 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 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of fifteen (15) of such years not necessarily consecutive.

(d) 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 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 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of twenty (20) of such years not necessarily consecutive.

(e) In determining the qualification requirements, each eight (8) hours of work performed shall be considered as one (1) day.

(f) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

(g) Calendar days in each current qualifying year, commencing with the year 1960, on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(h) In instances where employees have performed seven (7) months' service with the 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 employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Carrier.

(i) Vacations may be taken from January 1 to December 31 and due regard consistent with the requirements of service shall be given to the desires and preferences of the employees in seniority order when vacation dates are assigned.

(j) Each employee qualified for a vacation shall take such vacation at the time assigned. While it is intended that the vacation date designated shall be adhered to so far as practicable, Management shall have the right to change such vacation, giving affected employee as much advance notice of such action as is practicable.

(k) If the Carrier finds that it cannot relieve an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu thereof in accordance with the schedule set forth in Paragraph (1) hereof.

(1) Vacation allowance, or allowance in lieu thereof, shall be based on the following schedule:

For an employee entitled to six (6) days' vacation:

During the period:

March 1, 1965 through August 31, 1965	46 hours
September 1, 1965, through February 28, 1966	43 hours
March 1, 1966, through August 31, 1966	42 hours
September 1, 1966, and thereafter	40 hours

For an employee entitled to twelve (12) days' vacation:

During the period:

March 1, 1965, through August 31, 1965	91 hours
September 1, 1965, through February 28, 1966	86 hours
March 1, 1966, through August 31, 1966	84 hours
September 1, 1966, and thereafter	80 hours

For an employee entitled to eighteen (18) days' vacation:

During the period:

March 1, 1965, through August 31, 1965	137 hours
September 1, 1965, through February 28, 1966	130 hours
March 1, 1966, through August 31, 1966	126 hours
September 1, 1966, and thereafter	120 hours

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

During the period:

March 1, 1965, through August 31, 1965	182 hours
September 1, 1965, through February 28, 1966	172 hours
March 1, 1966, through August 31, 1966	168 hours
September 1, 1966, and thereafter	160 hours

All vacation pay shall be at the straight time hourly basic rate of last service performed. For the purpose of this Paragraph (1), the straight time hourly basic rate shall be the hourly rate currently in effect.

(m) Effective September 1, 1960, vacations provided for under existing vacations agreements or as provided herein shall be considered to have been earned when the employee has qualified under Paragraphs (a), (b), (c) or (d) or comparable provisions in existing agreements. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under such rules. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(n) Days of compensated service under two or more schedules of rules agreements held by different organizations shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules of rules agreements.

(o) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the employee may be permitted to resume work before the expiration of his vacation period and paid in lieu of vacation for the remaining days of his vacation.

(p) An employee relieving a vacationing employee shall be paid the applicable rate provided for in the schedule of rules agreement. On assignments where monthly guarantee applies and where the vacationing employee is allowed the monthly guarantee, the employee relieving the vacationing employee shall not participate in the constructive hours allowed to fulfill said monthly guarantee. Vacation days taken shall be credited against the monthly guarantee on the basis of eight (8) hours each.

(q) The absence of an employee on vacation with pay as provided for in this agreement shall not be considered as a vacancy, temporary or otherwise, in applying the provisions of the bulletin rules of schedule agreements. If the work of an employee on vacation can be absorbed by the remaining force, or can be deferred, the position need not be filled when the regular occupant is on vacation.

(r) These vacation provisions 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 by the Company or the Organization of desire to change this Section 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.

Section 11.

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 per cent 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 Fort Worth and Denver Railway Company will authorize its representation by the Western 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.

3. This agreement is in settlement of the dispute growing out of the provisions relating to hospital, surgical and medical benefits and group life insurance contained in notice dated May 25, 1964, served by the organization signatory hereto on the railroad signatory hereto, and to the extent indicated by the provisions of Article V as above-quoted is in settlement of the provisions relating to health and welfare and life insurance benefits contained in notice dated June 25, 1964, served by such railroad on such organization. It is understood that the retroactive application of group life insurance to employees retiring on or after March 1, 1964, is without prejudice to the railroad's position that under the Railway Labor Act, notice of intended changes in agreements affecting rates of pay, rules or working conditions must be given at least 30 days in advance of the proposed effective date of such notice. It is further understood that the retroactive application of this agreement, as aforementioned, is not a precedent for any future negotiations and will not be relied upon or cited by the organization or any of its representatives for that purpose or for any other purpose in future bargaining.

Section 12. Holiday Pay. Effective March 1, 1965, the monthly rates of dining car employees after the adjustment under Section 1 of the agreement is made, shall be adjusted by adding the equivalent of 8 days' pay, calculated by computing an 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.

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 Section 12 to become effective prior to January 1, 1967.

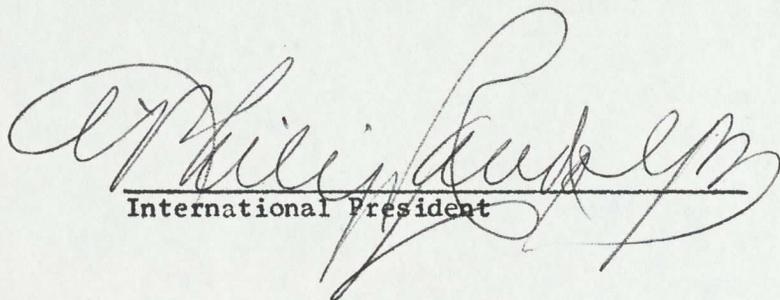
Section 13. This agreement is in settlement of disputes growing out of notices dated March 26, 1964 and May 25, 1964, by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) for reduced work month and holiday, vacation and hospital, surgical and medical benefits and group life insurance and stabilization of employment.

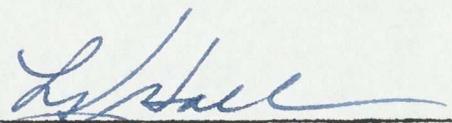
This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding as provided in Section 10 dealing with vacations, Section 11 dealing with health and welfare, Section 12 dealing with paid holidays, and that no notices will be served by either party prior to September 1, 1966, to change the monthly hours or rates of pay resulting from this agreement.

SIGNED AT FORT WORTH, TEXAS, THIS 9TH DAY OF FEBRUARY, 1965.

FOR
THE BROTHERHOOD OF SLEEPING CAR PORTERS

FOR
FORT WORTH AND DENVER RAILWAY COMPANY


International President


Asst. to General Manager (Labor Relations)

MEMORANDUM OF AGREEMENT
Between
FORT WORTH AND DENVER RAILWAY COMPANY
and the
DINING CAR DEPARTMENT EMPLOYEES
represented by
BROTHERHOOD OF SLEEPING CAR PORTERS

In disposition of Section 6 notices under the Railway Labor Act, as amended, served by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) on the Fort Worth and Denver Railway Company under dates of March 26, 1964, and May 25, 1964, it is agreed as follows:

Section 1. Effective March 1, 1965, the monthly rates of pay applicable to dining car employees represented by the Brotherhood of Sleeping Car Porters shall be reduced \$11.05 per month. Pro rata hourly rates of pay shall be determined as follows:

- Effective March 1, 1965 - divide monthly rate by 195.
- Effective Sept. 1, 1965 - divide monthly rate by 185.
- Effective March 1, 1966 - divide monthly rate by 180.
- Effective Sept. 1, 1966 - divide monthly rate by 174.

Section 2. The hours of the basic work month shall be reduced from 205 to 174 hours, with maintenance of the monthly rate as established March 1, 1965, in accordance with the following schedule:

- (a) Effective March 1, 1965, an initial reduction in hours from 205 to 195.
- (b) Effective September 1, 1965, a second reduction in hours from 195 to 185.
- (c) Effective March 1, 1966, a third reduction in hours from 185 to 180; and
- (d) Effective September 1, 1966, a final reduction in hours from 180 to 174.

Section 3. The existing 35-hour margin of pro rata overtime shall be reduced to 10 hours effective March 1, 1965.

Section 4. Minimum Day. Rule 5 is amended to provide allowance as follows:

- Effective March 1, 1965 - 6.5 hours
- Effective Sept. 1, 1965 - 6.17 hours
- Effective March 1, 1966 - 6.0 hours
- Effective Sept. 1, 1966 - 5.8 hours

Section 5. Deadheading. Rule 8(b) is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 Hours

Section 6. Service at Terminals. Rule 9(b) and (c) are amended to provide allowances as follows:

Effective March 1, 1965 - 3.25
Effective Sept. 1, 1965 - 3.09
Effective March 1, 1966 - 3.0
Effective Sept. 1, 1966 - 2.9

Section 7. Extra Service. Rule 10 is amended to include the following:

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

Section 8. Held Away From Home Terminal. Rule 12 is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 hours

Section 9. Attending Court or Inquest. Rule 13 is amended to provide allowance as follows:

Effective March 1, 1965 - 6.5 hours
Effective Sept. 1, 1965 - 6.17 hours
Effective March 1, 1966 - 6.0 hours
Effective Sept. 1, 1966 - 5.8 hours

Section 10. Vacation Agreement. The following paragraphs of Sections 1 through 13, inclusive, of Appendix 4 of the Agreement are amended to read as shown:

(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 employee 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 employee 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 1960 - 1964 inclusive and 160 days in each of such years prior to 1960), in each of the 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 employee 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 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of fifteen (15) of such years not necessarily consecutive.

(d) 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 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 1960 - 1964 inclusive and 160 days in years prior to 1960), in each of twenty (20) of such years not necessarily consecutive.

(e) In determining the qualification requirements, each eight (8) hours of work performed shall be considered as one (1) day.

(f) Layover or rest days after the first work day in the vacation period shall be counted as vacation days.

(g) Calendar days in each current qualifying year, commencing with the year 1960, on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(h) In instances where employees have performed seven (7) months' service with the 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 employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Carrier.

(i) Vacations may be taken from January 1 to December 31 and due regard consistent with the requirements of service shall be given to the desires and preferences of the employees in seniority order when vacation dates are assigned.

(j) Each employee qualified for a vacation shall take such vacation at the time assigned. While it is intended that the vacation date designated shall be adhered to so far as practicable, Management shall have the right to change such vacation, giving affected employee as much advance notice of such action as is practicable.

(k) If the Carrier finds that it cannot relieve an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu thereof in accordance with the schedule set forth in Paragraph (1) hereof.

(1) Vacation allowance, or allowance in lieu thereof, shall be based on the following schedule:

For an employee entitled to six (6) days' vacation:

During the period:

March 1, 1965 through August 31, 1965	46 hours
September 1, 1965, through February 28, 1966	43 hours
March 1, 1966, through August 31, 1966	42 hours
September 1, 1966, and thereafter	40 hours

For an employee entitled to twelve (12) days' vacation:

During the period:

March 1, 1965, through August 31, 1965	91 hours
September 1, 1965, through February 28, 1966	86 hours
March 1, 1966, through August 31, 1966	84 hours
September 1, 1966, and thereafter	80 hours

For an employee entitled to eighteen (18) days' vacation:

During the period:

March 1, 1965, through August 31, 1965	137 hours
September 1, 1965, through February 28, 1966	130 hours
March 1, 1966, through August 31, 1966	126 hours
September 1, 1966, and thereafter	120 hours

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

During the period:

March 1, 1965, through August 31, 1965	182 hours
September 1, 1965, through February 28, 1966	172 hours
March 1, 1966, through August 31, 1966	168 hours
September 1, 1966, and thereafter	160 hours

All vacation pay shall be at the straight time hourly basic rate of last service performed. For the purpose of this Paragraph (1), the straight time hourly basic rate shall be the hourly rate currently in effect.

(m) Effective September 1, 1960, vacations provided for under existing vacations agreements or as provided herein shall be considered to have been earned when the employee has qualified under Paragraphs (a), (b), (c) or (d) or comparable provisions in existing agreements. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under such rules. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(n) Days of compensated service under two or more schedules of rules agreements held by different organizations shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules of rules agreements.

(o) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the employee may be permitted to resume work before the expiration of his vacation period and paid in lieu of vacation for the remaining days of his vacation.

(p) An employee relieving a vacationing employee shall be paid the applicable rate provided for in the schedule of rules agreement. On assignments where monthly guarantee applies and where the vacationing employee is allowed the monthly guarantee, the employee relieving the vacationing employee shall not participate in the constructive hours allowed to fulfill said monthly guarantee. Vacation days taken shall be credited against the monthly guarantee on the basis of eight (8) hours each.

(q) The absence of an employee on vacation with pay as provided for in this agreement shall not be considered as a vacancy, temporary or otherwise, in applying the provisions of the bulletin rules of schedule agreements. If the work of an employee on vacation can be absorbed by the remaining force, or can be deferred, the position need not be filled when the regular occupant is on vacation.

(r) These vacation provisions 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 by the Company or the Organization of desire to change this Section 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.

Section 11.

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 per cent 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 Fort Worth and Denver Railway Company will authorize its representation by the Western 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.

3. This agreement is in settlement of the dispute growing out of the provisions relating to hospital, surgical and medical benefits and group life insurance contained in notice dated May 25, 1964, served by the organization signatory hereto on the railroad signatory hereto, and to the extent indicated by the provisions of Article V as above-quoted is in settlement of the provisions relating to health and welfare and life insurance benefits contained in notice dated June 25, 1964, served by such railroad on such organization. It is understood that the retroactive application of group life insurance to employees retiring on or after March 1, 1964, is without prejudice to the railroad's position that under the Railway Labor Act, notice of intended changes in agreements affecting rates of pay, rules or working conditions must be given at least 30 days in advance of the proposed effective date of such notice. It is further understood that the retroactive application of this agreement, as aforementioned, is not a precedent for any future negotiations and will not be relied upon or cited by the organization or any of its representatives for that purpose or for any other purpose in future bargaining.

Section 12. Holiday Pay. Effective March 1, 1965, the monthly rates of dining car employees after the adjustment under Section 1 of the agreement is made, shall be adjusted by adding the equivalent of 8 days' pay, calculated by computing an 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.

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 Section 12 to become effective prior to January 1, 1967.

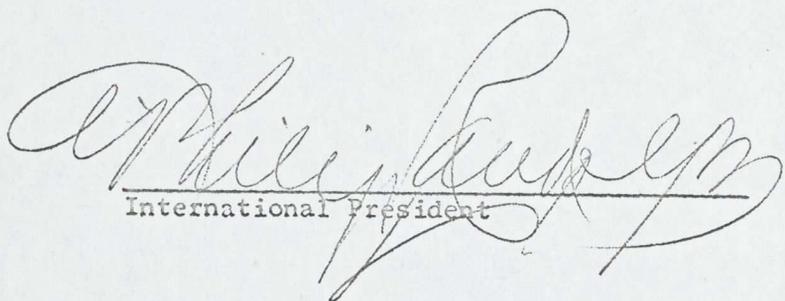
Section 13. This agreement is in settlement of disputes growing out of notices dated March 26, 1964 and May 25, 1964, by the Brotherhood of Sleeping Car Porters (as representative of dining car employees) for reduced work month and holiday, vacation and hospital, surgical and medical benefits and group life insurance and stabilization of employment.

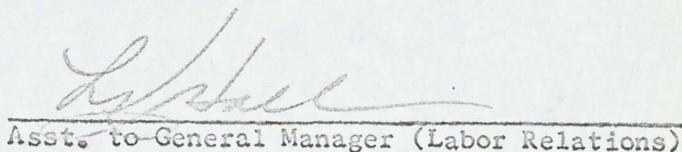
This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding as provided in Section 10 dealing with vacations, Section 11 dealing with health and welfare, Section 12 dealing with paid holidays, and that no notices will be served by either party prior to September 1, 1966, to change the monthly hours or rates of pay resulting from this agreement.

SIGNED AT FORT WORTH, TEXAS, THIS 9th DAY OF FEBRUARY, 1965.

FOR
THE BROTHERHOOD OF SLEEPING CAR PORTERS

FOR
FORT WORTH AND DENVER RAILWAY COMPANY


International President


Asst. to General Manager (Labor Relations)

MEMORANDUM OF AGREEMENT

BETWEEN

FORT WORTH AND DENVER RAILWAY COMPANY

AND

BROTHERHOOD OF SLEEPING CAR PORTERS

In complete disposition of the request contained in the Section 6 notice dated June 8, 1965 dealing with stabilization of employment, it is agreed -

1. Except as provided herein, the terms and conditions of the February 7, 1965 mediation agreement (Case No. A-7128), together with agreed upon interpretations thereof, by and between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carrier's Conference Committees and their employes represented by the Five Cooperating Non-Operating Railway Labor Organizations, will be extended to employes represented by the Brotherhood of Sleeping Car Porters employed by this Company.
2. 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 November 16, 1966.
- 3.(a) It is further agreed that all employes now and hereafter subject to agreements between the Fort Worth and Denver Railway Company and the Brotherhood of Sleeping Car Porters who will have attained the age of 70 years by September 30, 1967, will have their seniority rights and employment terminated on that date. After September 30, 1967 each employe will have his seniority rights terminated at the end of the calendar month in which he attains the age of 70 years.

(b) For the purposes of this agreement, the ages and birth dates of all employes shall be those shown on the records of the Carrier. It will be the obligation of the employes to submit evidence of their age if a correction to the Carrier's records is desired, before September 30, 1967.
- 4.(a) In the event of the discontinuance of any passenger trains, or the discontinuance or diminishment of dining car service, the laid-off employes protected under this agreement may be given an offer of suitable employment for which they can qualify in the Dallas-Fort Worth area, or in the area in which they make their residence. This does not include positions of track laborer or positions involving heavy physical labor. If this employment is accepted, they will not be placed in a worse position with respect to compensation on the position occupied at the time of such acceptance.

- (b) The Carrier will give notice to the Organization of the job offers made. If a dispute arises over whether these positions constitute suitable employment, the dispute will be submitted to arbitration following the procedures set forth in Exhibit A attached, such procedures to be invoked within 10 days of receipt of Carrier's notice.
- (c) If such an employe fails to exercise his seniority rights in the new occupation to secure another available position which does not require a change in residence to which he is entitled under the collective bargaining agreement applicable to that craft, and which carries a rate of pay and compensation exceeding those in the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position to which he declined.
5. In the event an offer of other suitable employment under Section 4 is refused, the protective benefits of this agreement will be forfeited, except that if such employe has 15 or more years of service, and the acceptance of Carrier's job offer would require a change of residence, the employe involved will have an election to take severance pay in the amount of 12 months pay.
6. When a change as listed in paragraph 4 occurs, the carrier may at its option offer any eligible employe represented by the Brotherhood a separation allowance as provided below. The employe to whom such an offer is made shall then have the option of resigning from the carrier's service and accepting such allowance in lieu of all other protections and benefits provided by this agreement. The amount of an allowance to be paid shall be based on the age of the employe as of his nearest birthday on the date such allowance is offered. The amount of such allowance shall be:

<u>Age at nearest birthday</u>	<u>Allowance</u>
64 or under	12 months pay
65	10 months pay
66	8 months pay
67	6 months pay
68 and over	4 months pay

Note: For purposes of this paragraph, one month's pay shall be the established monthly rate applicable to the position occupied by the employe at the time carrier's offer is made.

7. This agreement shall become effective November 16, 1966, and shall remain in effect until changed in accordance with the provisions of the amended Railway Labor Act.

Signed at Fort Worth, Texas, this 16th day of November 1966.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:

FOR THE CARRIER:

A. Philip Randalak
International President (m)

L. Stare
Assistant to General Manager
(Labor Relations)

EXHIBIT A

ARBITRATION AGREEMENT
between the
BROTHERHOOD OF SLEEPING CAR PORTERS
and the
FORT WORTH AND DENVER RAILWAY COMPANY

This agreement is made pursuant to Section 4(b) of the stabilization agreement of November 16, 1966 between the parties and is a part of that agreement.

1. When the procedures of this agreement are invoked by either party for the purpose of arbitrating the question whether other job offers constitute suitable employment for laid-off protected employes, each party shall, within 10 days, select one member of the arbitration committee. The members thus chosen shall endeavor to select a neutral member who shall serve as chairman.
2. If any party fails to select its member of the arbitration committee within the time limit prescribed in section 1, the representative of such party signatory to this agreement, or his designated representative, shall be deemed to be the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members.
3. Should the members designated by the parties be unable to agree upon the neutral member within 10 days, either party may request the National Mediation Board to appoint the neutral member.
4. The arbitration committee shall meet within 15 days after the selection or appointment of the neutral member, and shall render its decision within 10 days thereafter. The decision of the majority of the arbitration committee shall be final and binding upon the parties.
5. The expenses of the partisan members shall be borne by the party incurring them. The fee and expenses of the neutral member shall be divided equally between the parties, and such fee and expenses shall not exceed the rates paid referees at the National Railroad Adjustment Board.

Signed at Fort Worth, Texas this 16th day of November 1966.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS: FOR THE CARRIER:

A. Philip Randolph
International President (m)

L. L. L. L.
Assistant to General Manager
(Labor Relations)

FORT WORTH AND DENVER RAILWAY COMPANY

R. H. PASCHAL
GENERAL MANAGER-CHIEF ENGINEER



L. K. HALL
ASSISTANT TO GENERAL MANAGER
(LABOR RELATIONS)

700 FORT WORTH CLUB BUILDING
POST OFFICE BOX 943
FORT WORTH, TEXAS 76101

March 29, 1967

DC-40

Mr. A. Philip Randolph
International President, BSCP
217 West 125th Street
New York, New York 10027

Dear Sir:

Referring to correspondence ending with my letter of July 26, 1966, in response to yours of July 21, 1966, agreeing to hold your Section 6 notice dated May 26, 1966, in abeyance. That Section 6 notice dealt with vacations, holidays, jury duty and meal and expense allowances.

I have just been advised that this subject was disposed of on the CBRQ, and this is to advise that I am willing to dispose of this subject on the Fort Worth and Denver Railway Company in the same manner with an agreement providing for a three-week vacation after ten years of service. To accomplish this I suggest that Paragraph (c) of Section 10 of Memorandum of Agreement between you and I signed on February 9, 1965, be amended to read as follows:

"(c) 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 1960-1964 inclusive and 160 days in years prior to 1960), in each of ten (10) of such years not necessarily consecutive."

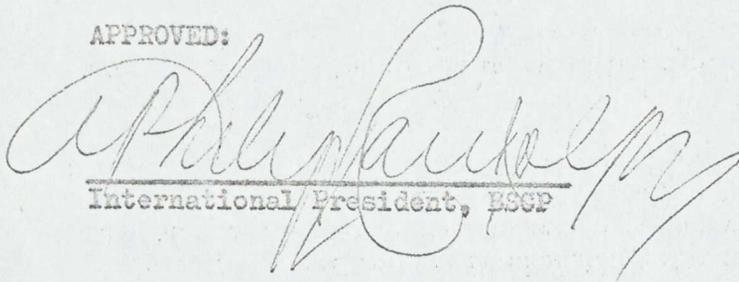
If you concur in the above change, please indicate by placing your

signature in the space provided in the lower left hand corner of this letter. I will place the new vacation schedule in effect at once, and consider all of the matters covered by your Section 6 notice of May 26, 1966 disposed of.

Yours truly,



APPROVED:


International President, BSCP

cc: Mr. T. D. McNeal
International Vice President, BSCP
St. Louis, Missouri