

A G R E E M E N T

between

SOUTHERN PACIFIC COMPANY

(Pacific Lines)

and its employes

represented by the

BROTHERHOOD OF SLEEPING CAR PORTERS

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Effective July 1, 1942

(Reprinted March 26, 1969, Including Revisions)

It is hereby agreed by and between the SOUTHERN PACIFIC COMPANY, PACIFIC LINES (hereinafter referred to as the Company) and its chair car and sleeping car porters represented by the BROTHERHOOD OF SLEEPING CAR PORTERS (hereinafter referred to as the Brotherhood), as follows:

Rule 1. These rules shall apply to all chair car and sleeping car porters (hereinafter referred to as employes), in the service of the Company, under the conditions provided for.

#### RATES OF PAY

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

<u>EFFECTIVE</u>	<u>MONTHLY RATE</u>	<u>HOURLY RATE</u>	
		<u>PRO RATA</u>	<u>OVER-TIME</u>
1-1-69	\$544.72	\$3.1306	\$4.6959
1-1-70	563.79	3.2402	4.8603
7-1-70	575.07	3.3050	4.9575
1-1-71	592.32	3.4041	5.1062

(Revised effective January 1, 1969)

#### WORKING LESS THAN FULL MONTH ON ASSIGNMENTS CONSISTING OF LESS THAN BASIC MONTH'S WORK

(b) Where more than one employe works on a regular assignment during a calendar month, each such employe shall be paid such proportion of the monthly rate as the number of hours actually worked, or assigned, bears to the total monthly assigned hours, but this shall not be considered as establishing an hourly rate greater than the basic hourly rate provided for in Section (a) of this rule; excepting, however, the provisions of this Section (b) of Rule 2 do not apply to regularly assigned employes who are absent account vacation nor to employes who perform vacation relief. Employes who perform vacation relief shall be compensated only for time actually worked in making such relief.

(Revised effective September 1, 1949)

#### BASIC MONTH'S WORK

Rule 3. (a) One hundred and seventy-four (174) hours credited work shall constitute a basic month's service. Where credited hours on a regular assignment are less than 174 hours per month, deduction shall not be made from the regular established monthly rate of pay.

(Revised effective January 1, 1969)

## Computing Time on Trip

(b) Time will be computed as continuous for each trip from time required to report for duty until released from duty with minimum credit of eight (8) hours each day on which one or more trips is made. A trip will be considered as having been worked on the day on which it started.

### Deadhead Allowance

(c) Employees deadheading, under company instructions, shall be allowed credit therefor computed from time required to go on duty until time of arrival at destination.

### Operating on Foreign Railroads

(d) Employees working on trains that require them to operate over foreign railroad, shall have their service time computed from time required to report for duty until released at end of trip, less time released for sleep en route, as provided for in Rule 6(b).

### HELD FOR SERVICE

Rule 4. An extra employe held for more than sixteen (16) hours at any away-from-home point shall, after expiration of such period of sixteen (16) hours, receive credit for the first eight (8) hours of each twenty-four (24) hour period following the expiration of the sixteen (16) hour period, or the portion of any such eight (8) hour period that he is so held.

When an employe is required to lay over at the away-from-home terminal for four (4) hours or more, he shall be furnished lodging by the Company, or in lieu thereof shall receive an allowance of \$3.00, and he shall be allowed a meal allowance of \$1.50.

(Revised March 26, 1969).

### OVERTIME

Rule 5. (a) Time actually worked in excess of 174 hours in a calendar month shall be paid for on the minute basis at the pro rata hourly rate, except time actually worked in excess of 184 hours in a calendar month shall be paid for on the minute basis at one and one-half ( $1\frac{1}{2}$ ) times the pro rata hourly rate. Time paid for but not actually worked (such as but not limited to time intervening between the time preparatory work if any required is completed and the time of actually beginning work on train on which actual work is to be performed) shall not be considered as time worked within the meaning of this Section (a).

(Revised effective January 1, 1969)

(b) Time paid for in the nature of arbitraries, extra or special allowances (this including but not limited to - (1) deadhead allowances, (2) called and not used, (3) time held at other than home terminal, (4) attending court or inquest (witness service) at the request of the Company, (5) vacations, etc.) will not be used for the purpose of calculating overtime pay under Section (a) of this Rule 5. No rule or combination of agreement rules will be so applied as to require payment of more than the punitive rates provided in Section (a) of this Rule 5 for excess time actually worked in any calendar month.

(Revised effective September 1, 1949)

(c) It is recognized that the Company has the continuing right to arrange and rearrange assignments or runs as may be necessary at any time to avoid the punitive payment provided in (a) of this rule.

#### RELIEF PERIODS

Rule 6. (a) Not less than ninety-six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods or multiples thereof will be allowed at designated home terminal on assignments which do not permit of at least twelve (12) consecutive hours off duty at the home terminal in each forty-eight (48) hour period.

#### Sleep Period En route

(b) Except in emergencies, employes on special tours of 72 hours or more elapsed time or working on trains that require them to operate over foreign railroads, shall be released from duty en route for sleep for not less than four nor more than six hours each night, between 9:30 PM and 6:30 AM, and during each sleep period employe shall be provided with a suitable place for sleeping. Deduction shall be made for the time released up to the maximum established. The above conditions to also apply at away-from-home tie-up points, unless employe is released from all responsibility in connection with his duties, in which case provisions of Rule 4 (Held For Service) to apply.

(Revised March 26, 1969)

#### CALLED OR NOTIFIED

#### Regular Assigned Employee

Rule 7. (a) A regular assigned employe required to perform service on layover or relief day, which is not a part of his regular assignment, will be compensated therefor in addition to compensation on regular assignment, under Section (b) of this rule.

#### Not Regularly Assigned Employee

(b) An employe, not regularly assigned, called and used to perform service shall be paid for actual time on duty, with a minimum of three (3) hours, if no other service is performed continuous therewith. An extra employe so used will not lose his turn on the extra board.

Called and Not Used

(c) An employe who is called, and reports for service, but who is not used, shall be paid for actual time so held with a minimum of ~~three~~(3) hours. Extra employes so called shall not lose their turn on the extra board.

(Revised March 26, 1969)

EXTRA BOARDS

First In, First Out

Rule 8.(a) Where extra boards are maintained, such extra employes thereon will be worked first in first out, except that an extra employe who in a calendar month has accumulated the number of credited 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 employes who have not accrued the number of credited hours comprehended in the basic month are available.

(Revised effective April 1, 1964)

Arriving At Same Time

(b) In the event two or more extra employes arrive at the same time, they shall be placed on the extra board in the order of their seniority.

Increasing or Decreasing Board

(c) Prompt consideration will be given written request from local representative of the Brotherhood that the number of employes on extra boards be increased or decreased.

NOTE: Sections (a) and (b) of this rule shall not operate to prohibit the use of an employe of an away-from-home station in service towards his home station.

(d) A regular sign-out period shall be established at each point where an extra board is maintained. The time and length of such sign-out period shall be determined by local conditions. The local representative of the Brotherhood shall be notified in writing at least five (5) days in advance of any change in the time or length of the sign-out period and bulletin posted for information of employes.

At the sign-out period, all known vacancies and assignments to be filled by extra employes, which have a reporting time prior to the next sign-out period, shall be listed in the order of reporting time and assigned in accordance with Rules 8(a) and 8(b) of the current agreement. It shall be the duty of each extra employe to report during the sign-out period to receive assignment to which entitled.

Vacancies and extra assignments which develop subsequent to the close of a sign-out period, having a reporting time which makes it necessary that assignment be made prior to the next sign-out period, shall be filled by the first available employes remaining on the extra list called in the manner provided by Rules 8(a) and 8(b) of the current Agreement.

An assigned employe who is absent from his position for any reason shall not be permitted to return to his assignment after it has been filled by an extra employe.

An extra employe absent from service because of illness, injury or leave of absence, when again reporting for duty shall have his name entered at the foot of the extra list. Likewise, an employe recalled from furlough, or an employe reverting to the extra list account being displaced from a regular assignment, shall have his name entered at the foot of the extra list.

#### SENIORITY DATES-DISTRICTS-ROSTERS

##### Seniority Begins

Rule 9.(a) Seniority begins at the time employe's pay starts. Where the pay of two or more employes begins at the same time, employing officer shall promptly, in writing, designate the order in which their names shall appear on the seniority roster.

##### Seniority Districts

(b) Each point at which porters are employed will constitute a separate seniority district. This, however, shall not operate to prevent the assignment or use of such employes on or over more than one seniority district, or in through service, on another railroad, nor prohibit employes of other railroads, when operating in through service, from working on lines of the Company.

##### Seniority Rosters

(c) A seniority roster, for each seniority district showing the name of each employe who has acquired a seniority date, shall be prepared as of January 1st, each year, and posted in places accessible to such employes. Not less than two (2) copies of such roster shall be furnished the local Brotherhood representative.

(d) An employe shall have sixty (60) days from date name first appears on the roster to protest seniority date or relative standing on the roster, except if absent on leave or account sickness at time roster is posted, period of time from protest shall apply from date employe returns to duty. If no protest is made within the sixty (60) day period, change will not thereafter be made except for typographical or clerical errors.

## POSITION ABOLISHED-REDUCTION OF FORCE

### Position Abolished

Rule 10. (a) An employe whose position is abolished or who is displaced shall be privileged to displace a junior employe of the same seniority roster, provided employe has the required fitness and ability and request is made in writing within ten (10) days from date of such loss of position. If absent account sickness, or on leave of absence, the prescribed ten (10) days shall date from the time of reporting for duty.

An employe returning after leave of absence, vacation, or absence by reason of illness or other physical disability in excess of thirty (30) days, may return to his former assignment if it still exists or has not been acquired by a senior employe by the exercise of displacement right; if he cannot or does not return to former assignment, he may, within ten (10) days from date of his return, displace a junior employe who has been assigned on a position advertised during his absence.

(Revised effective April 15, 1957)

### Reduction of Force

(b) In reducing forces, seniority shall prevail in determining those of the seniority roster to be retained in the service.

Not less than five (5) working days advance notice shall be given before regularly established positions are abolished, except that not more than sixteen (16) hours advance notice shall be required under emergency conditions, such as flood, snow storm, hurricane, earthquake, fire or strike, provided the carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed.

(Revised March 26, 1969)

### Furloughed Employes

(c) Employes who are furloughed will, within the limitation provided for in Section (b) and the requirements of Section (d) of this rule, be given preference in the order of seniority, over other applicants, when force is increased on the seniority district.

### Keep Superior Advised of Address

(d) An employe who is furloughed, under conditions provided for in Section (b) of this rule, who desires to resume service when opportunity presents, must file with his superior officer, his address (including telephone number, if any). Any subsequent change in address shall be filed by the employe in the same manner set forth above, not

later than 15 days from the date such change occurs. Failure to file or change address as provided, or to report for duty within ten (10) days after being so notified, will cause forfeiture of seniority.

## POSTING AND FILLING POSITIONS AND VACANCIES

### Duration of 30 Days or More

Rule 11. (a) New positions, or vacancies in established positions, known to be of thirty (30) days' duration or more, shall be promptly posted in places accessible to employes for period of ten (10) days in the seniority district, or districts, where they occur, as provided for in Rule 12.

### Of Doubtful Duration

Such positions or vacancies that are of doubtful duration, need not be posted until expiration of thirty (30) days. Such positions, and those of less than thirty (30) days' duration, will be considered as unassigned work.

### Applications for Positions

(b) An employe who desires to be considered for a position or vacancy, posted under Section (a) of this rule, must file application in writing, with the designated officer of the Company within the prescribed ten (10) day period. Assignment will be made within ten (10) days following close of such period, the name of successful applicant promptly posted.

### Schedule of Assignments, Posting

(c) Schedules of regular assignments, including layovers at each terminal, will be prescribed by the Company and posted at places accessible to those affected or concerned.

### Changing Terminal, or Layover

(d) When the terminal of an assignment is changed, or layover at the home terminal is changed more than two (2) hours, the assignment so changed will be posted as provided for in Section (a) of this rule.

### Seniority, Fitness and Ability

(e) The assignment of employes, to positions or vacancies posted under Section (a) of this rule, will be made on basis of seniority, fitness and ability; fitness and ability being sufficient, seniority will govern.

NOTE: If a senior applicant for a position is not assigned thereto, account not having sufficient fitness and ability, employe will be advised reason therefor, provided employe makes written request on supervising officer within five (5) days from date another employe was assigned to the position. Following receipt

of such advice, if the employe qualifies for the assignment within thirty (30) days from date other employe was assigned thereto, such employe will be privileged to displace the junior employe who was assigned under the posting involved; such qualifying and exercising of displacement privilege to be without expense to the Company.

#### FILLING POSITIONS

##### District Terminals

Rule 12. (a). Oakland, San Francisco (3rd St.), Los Angeles, and El Paso, for the purpose of application of this agreement, are designated as district terminals.

(Revised March 26, 1969)

##### OUTSIDE POINTS

(b). Intermediate stations into, or out of, which employes may work, are designated as outside points.

(Revised March 26, 1969)

##### Between District Terminals

(c). Assignments, created to operate between two district terminals, will, unless otherwise agreed to, be divided as nearly equal as practicable, between the employes of the two district terminals.

(Revised March 26, 1969)

##### Between Terminal and Outside Point

(d). Assignments established to operate between a district terminal and an outside point, will be filled by employes from the district terminal.

(Revised March 26, 1969)

## TRANSFERS BETWEEN SENIORITY DISTRICTS

### Taking New Seniority Date

Rule 13. (a) Upon his written request, and with approval of Superintendents involved, an employe may transfer from one seniority district to another, taking seniority date in the district to which transferred as of the date of approval of the transfer. An employe so transferred will relinquish seniority in the district from which transferred.

### To Protect Seasonal Work

(b) Employes transferred to other seniority districts to work on seasonal runs, or to fill other temporary assignments, shall retain and continue to accumulate seniority in the district from which transferred. They shall rank as junior to all employes in the district to which transferred, and shall not establish seniority in such district. Except when necessary to meet service requirements, employes will not be required to accept such temporary transfers.

## LEAVE OF ABSENCE

### Brotherhood Representatives

Rule 14. (a) Members of General or Local Committees, representing employes covered by this agreement, will be granted leave of absence without unnecessary delay, and without loss of seniority.

### Employes; Sick Leave

(b) Employes may be granted leave of absence, limited, except in case of personal illness or other physical disability, to ninety (90) calendar days in any one (1) year, without loss of seniority. Longer leave of absence, with retention of seniority, may be arranged for by agreement between employing officer and Brotherhood representative. If in excess of thirty calendar days, leave of absence must be in writing.

### Failure to Report

(c) An employe who fails to report for service at the expiration of his leave of absence, or furnish satisfactory reason for having failed to do so, will forfeit seniority.

## WITNESS SERVICE

Rule 15. An employe required by the Company to attend Court or to appear as a witness for the Company will be furnished necessary transportation and shall receive credit for eight hours for each twenty-four (24) hour period (actual time up to eight (8) hours for less than twenty-four (24) hour period) while in such service, and in addition, necessary actual expenses while away from home terminal.

## TRANSPORTATION; PASSENGER, FREIGHT

By Direction of Management

Rule 16. (a) Employes transferred by direction of the Management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal laws.

## Members of Committee

(b) Employe members of committee will, for purpose of representing employes covered by this agreement, be granted the same consideration in matter of passenger transportation as is accorded employe members of committees when representing employes in other branches of the service.

## SUPERVISORY POSITIONS

Rule 17. An employe promoted to a supervisory position with the Company, or who is on leave of absence serving as an officer of the Brotherhood (when such service is in connection with this agreement) will retain and continue to accumulate seniority on the roster on which his name appeared when taking such position. Upon returning to service he may exercise displacement privileges as provided for in Rule 10.

## APPLICATION FOR EMPLOYMENT

Rule 18. Applicants for employment, who enter the service, shall be accepted or rejected within ninety (90) days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employe, but this shall not operate to prevent the removal from service of such applicant if, subsequent to the expiration of the ninety (90) days, it is found that false information was given by the applicant in his application for employment.

## DISCIPLINE; INVESTIGATIONS

Rule 19. (a) An employe who has been in service more than ninety (90) calendar days, or whose application for employment has been formally approved, shall not be disciplined or dismissed without a fair and impartial investigation; he may, however, be held out of service pending investigation, which shall be prompt, ordinarily within ten (10) days.

When the occurrence with which an employe is charged with responsibility will not result in dismissal, the employe may waive, in writing, his right to a formal investigation and accept for his responsibility a specified number of demerits, not to exceed sixty (60), which shall then be levied against his discipline record, except employe will not be permitted to waive right to a formal investigation if waiver might, because of over-accumulation of ninety (90) demerits, result in his dismissal. Signed waiver will be placed on discipline record of employe concerned, copy will be retained by him and copy will be furnished the local chairman of the Brotherhood. When waiver method is used, it will not be necessary to further advise the employe that discipline has been assessed.

An employe not electing to waive his right to an investigation will not, as a result of the evidence adduced at the investigation, if found at fault, be assessed a greater measure of discipline than would have been assessed had the investigation been waived.

(b) When investigation is to be held, the employe shall be given written notice, as to the time and place of the investigation, and the specific charge to be investigated, sufficiently in advance to afford him the opportunity to arrange representation and to secure the presence of necessary witnesses. A telegram shall be considered written notice.

(c) At the investigation the employe may be represented by the duly authorized representative of the Brotherhood or by another employe of the same seniority district coming within the scope of this agreement. The duly authorized representative of the Brotherhood may be assisted by another member of the Brotherhood. A decision shall be rendered and the employe notified within thirty (30) calendar days after completion of the investigation. A transcript of the testimony taken at the investigation shall be furnished on request of the employe or his representative.

(Revised March 26, 1969)

(d) If the decision rendered pursuant to an investigation held under the provisions of this rule is unsatisfactory the employe involved or his duly authorized representative may, within thirty (30) calendar days from the date of the decision, present an appeal in writing to the superintendent, who will render a decision within thirty (30) calendar days. If not satisfied with the decision of the superintendent, the employe involved or his representative may, within thirty (30) calendar days from date of such decision, appeal to the highest officer designated by the Company to hear such appeals, who will, as promptly as practicable (ordinarily within thirty (30) calendar days), consistent with any necessary conferences and his proper consideration of the facts

of the case, render his decision. Decision of the highest officer designated by the Company shall be final and binding unless within sixty (60) calendar days of said officer's decision proceedings are instituted by the employe or his representative before the National Railroad Adjustment Board or by a tribunal that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

(e) If the final decision decrees that the charges against the employe are not sustained, his record shall be cleared of the charges; if held out of service or dismissed, the employe shall be reinstated and compensated for net wage loss, i.e., the amount of wages he would have earned minus compensation received in other employment.

(Revised effective April 15, 1957)

#### COMPLAINTS OF IMPROPER TREATMENT

Rule 20. Prompt consideration and inquiry will be given by the proper officers of the Company to any written complaint from an employe, or for him through his representative, who feels that he has received unjust treatment, providing the cause or subject of the complaint is definitely outlined in the written notice. The right of appeal to the highest officer of the Company designated to hear appeals is recognized.

#### DISALLOWED TIME

##### Time Limitation

Rule 21. If time as claimed is for any reason disallowed, the employe will be promptly advised in writing and the reason given. A time claim must be made in writing within sixty (60) days from date employe receives his pay check for period involved; otherwise claim will not be considered.

#### HANDLING OF CLAIMS

##### Appealed Claims Must Include All Facts

Rule 22. (a) When a claim, disallowed under Rule 21, is submitted to the designated officer of the Company by the local representative of the Brotherhood, it shall be in writing, and shall include a statement of facts together with reference to the agreement rule that it is alleged supports the contention made.

##### Conference If Requested

(b) If the claim is not allowed by the designated officer of the Company, he shall, within fifteen (15) days, in writing advise

the local representative of the Brotherhood the reason therefor. If conference is requested, it shall be granted without unnecessary delay, ordinarily within ten (10) days, and decision rendered within fifteen (15) days following the conference.

#### Appeal From Initial Decision

(c) Decision of the officer who initially ruled upon the claim, under Section (b), may be appealed in writing by the local representative of the Brotherhood to the next higher designated officer of the Company within twenty (20) days from date of the last decision provided for in that section; copy of such notice of appeal to be furnished the officer whose decision is appealed.

#### Additional Appeals

(d) Similarly, and within the same time limitation, appeals may be made in turn, by the designated officer of the Brotherhood, to higher officers up to and including the highest officer designated by the Company (or his authorized representative) to hear such appeals. Each such Company officer who receives such notice of appeal will, as promptly as practicable (ordinarily within fifteen (15) days), consistent with any necessary conferences and his proper consideration of all of the facts, render his decision.

#### Further Action

(e) If further action is desired, following receipt of decision of the highest officer of the Company (or his authorized representative) as provided for in Section (d), proceedings must be instituted within ninety (90) days from date of such decision.

#### INABILITY TO REPORT FOR DUTY

Rule 23. (a) An employe who is unable to report for duty will notify superior officer as much in advance of the reporting time as possible. If not possible to so notify superior officer in advance of time required to report for duty, satisfactory reasons therefor must be given in writing.

#### REPRESENTATION

Rule 24. Where the term "duly authorized representative" appears in this agreement it shall be understood to mean the duly elected or appointed officials or delegates of the Brotherhood.

(Added effective April 15, 1957)

EMPLOYEE RETIRED DUE TO DISABILITY

Rule 25. The assigned position of an employe who is granted annuity under the disability provisions of the Railroad Retirement Act and who retains seniority shall be advertised under the provisions of Rule 11. Should the employe recover sufficiently to resume service while so retaining seniority, the provisions of Rule 11(b) shall be applicable upon return of the employe to the service of the Company.

(Added effective April 15, 1957)

DATE EFFECTIVE AND CHANGES

Rule 26. This agreement becomes effective July 1, 1942, and shall continue in effect for one (1) year and thereafter until changed as provided for herein, or under the provisions of the Railway Labor Act. Should either party to this agreement desire to revise or modify these rules, thirty (30) days advance written notice, stating the proposed changes desired, shall be given by either party hereto to the other. The provisions of this agreement are subject to any subsequent Federal or State legislation or regulations.

Signed at San Francisco, Calif., this 25th day of May, 1942.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

A. PHILIP RANDOLPH,  
International President.

Per  
C. L. DELLUMS  
International Vice-President.

FOR SOUTHERN PACIFIC COMPANY:  
(Pacific Lines)

J. G. TORIAN  
Manager of Personnel.

\* \* \* \* \*

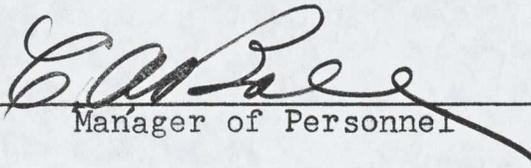
This is a reprint of the Agreement effective July 1, 1942,  
and subsequent revisions as agreed to between the parties.

FOR THE BROTHERHOOD OF SLEEPING CAR PORTERS:



International President

FOR SOUTHERN PACIFIC COMPANY (PACIFIC LINES):



Manager of Personnel

San Francisco, California

March 26, 1969

V A C A T I O N S

(Extracts from applicable vacation provisions in effect)

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(a) Effective with the calendar year 1969 an annual vacation of seven (7) consecutive days (time allowance not to exceed a total of fifty-six (56) hours) shall be granted porters who have qualified therefor by having rendered not less than 1320 hours of compensated service on such positions during the preceding calendar year.

(b) Effective with the calendar year 1969 an annual vacation of fourteen (14) consecutive days (time allowance not to exceed a total of one hundred twelve (112) hours) shall be granted porters who have qualified therefor by having rendered not less than 1210 hours of compensated service on such positions during the preceding calendar year, and who have two (2) or more years of continuous service as porters, and who, during such period of continuous service, rendered not less than the following number of hours of compensated service on such positions in each of such years, not necessarily consecutive:

Prior to 1960	1728 hours
1960 to 1963, incl.	1426 hours
1964	1356 hours
1965	1250 hours
1966 and each year thereafter	1210 hours

(c) Effective with the calendar year 1969 an annual vacation of twenty-one (21) consecutive days (time allowance not to exceed a total of one hundred sixty-eight (168) hours) shall be granted porters who have qualified therefor by having rendered not less than 1100 hours of compensated service on such positions during the preceding calendar year, and who have ten (10) or more years of continuous service as porter, and who, during such period of continuous service, rendered not less than the following number of hours of compensated service on such positions in each of ten (10) of such years, not necessarily consecutive:

Prior to 1960	1728 hours
1960 to 1963, incl.	1296 hours
1964	1233 hours
1965	1137 hours
1966 and each year thereafter	1100 hours

(d) Effective with the calendar year 1969 an annual vacation of twenty-eight (28) consecutive days (time allowance not to exceed a total of two hundred twenty-four (224) hours) shall be granted porters who have qualified therefor by having rendered not less than 1100 hours of compensated service on such positions during the preceding calendar year, and who have twenty (20) or more years of continuous service as porter, and who, during such period of continuous service, rendered not less than the following number of hours of compensated service on such positions in each of twenty (20) of such years, not necessarily consecutive:

Prior to 1960	1728 hours
1960 to 1963, incl.	1296 hours
1964	1233 hours
1965	1137 hours
1966 and each year thereafter	1100 hours

(e) For each calendar day in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury 8 hours shall be included in computing hours of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of 80 such hours for an employe with less than 3 years of service; a maximum of 160 such hours for an employe with 3 but less than 15 years of service; and a maximum of 240 such hours for an employe with 15 or more years of service with the Company.

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

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

(h) Vacations shall be taken from January 1st to December 31st, and due regard, consistent with the requirements of the service, shall be given to the desires and preferences of the employes in seniority order when fixing the dates for their vacations.

(i) An employe who receives a vacation under (a) above shall be compensated for fifty-six (56) hours at the straight time hourly rate. An employe who receives a vacation under (b) above shall be compensated for one hundred twelve (112) hours at the straight time hourly rate. An employe who receives a vacation under (c) above shall be compensated one hundred sixty-eight (168) hours at the straight time hourly rate. An employe who receives a vacation under (d) above shall be compensated two hundred twenty-four (224) hours at the straight time hourly rate.

(j) Vacation time shall not break the number of hours constituting a basic month's work and such vacation time shall be included in computing the time allowance for the calendar month.

(k) An employe who has qualified for a vacation and does not receive such vacation during the calendar year shall be compensated in lieu thereof the applicable allowance provided in (i) above not later than the second pay roll period of the following year.

(l) The vacation period of an employe occupying a regular position shall begin on a date on which his regular tour of duty normally commences; however, after such vacation period begins the layover days of such regular position shall be counted as part of the vacation.

(m) Employes must report for service at their designated terminals on the day following the last day of their vacation. Employes returning from vacations who occupied regular positions at the time such vacation started may be used at the option of the company in extra or relief service pending return to their regular positions.

(n) Vacation shall not be accumulated or carried over from one vacation year to another.

(o) The absence of an employe on vacation shall not be considered as a vacancy, temporary or otherwise, in applying agreement rules and whether or not the position of the vacationing employe shall be filled is an option reserved exclusively to the company.

(p) Except as otherwise provided herein, this rule on vacations shall be effective as of January 1, 1965, and shall be in full force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served

in 1966 or in any subsequent year) by either party of desire to change or cancel this rule 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.

\* \* \* \* \*

November 24, 1954

CCP 1-6

Mr. C. L. Dellums, General Chairman (12)  
Brotherhood of Sleeping Car Porters  
1716 Seventh Street  
Oakland 20, California

Dear Sir:

This will confirm understanding had in conference November 24, 1954, in connection with the application of Paragraphs (2) and (6) of the Memorandum of Agreement between the Southern Pacific Company (Pacific Lines) and its chair car porters represented by the Brotherhood of Sleeping Car Porters, signed October 5, 1954, effective January 1, 1955, that the superintendent may authorize an employe to purchase trousers only, in those circumstances where in the superintendent's opinion purchase of a complete new uniform is not necessary, but in no event will the Company participate in the cost of more than two (2) pair of trousers in any calendar year.

Space is provided in the lower left hand corner of this letter for your signature of concurrence.

Yours truly,

(Signed) D. A. Doyle

CONCUR:

(Signed) C. L. Dellums  
General Chairman  
BROTHERHOOD OF SLEEPING CAR PORTERS

MEMORANDUM OF AGREEMENT

between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

and its employes represented by

BROTHERHOOD OF SLEEPING CAR PORTERS

\* \* \* \* \*

The Company has designated a uniform (hereinafter referred to as a standard uniform) which must be possessed by chair car porters occupying positions covered by the agreement between the Southern Pacific Company (Pacific Lines) and its employes represented by the Brotherhood of Sleeping Car Porters, and which uniform such employes are required to wear at specified times while on duty. It is therefore agreed by and between the parties hereto that:

(1) In the initial twelve-month period subsequent to the effective date of this Memorandum of Agreement the Company will pay a sum equal to fifty percent (50%) of the cost of one (1) standard uniform consisting of a uniform cap, coat and trousers (two pairs of trousers if desired), and thereafter will participate in the cost of not more than one (1) standard uniform in any subsequent calendar year; each employe required to possess a standard uniform shall pay the balance (50%) of the cost of his uniform.

(2) Prior to purchasing a new uniform in which the Company is to participate in the cost, the employe must obtain authority for the purchase from the Superintendent.

When uniforms are purchased (as provided in Item 1) the employe will pay for same and obtain a receipt from the seller; the receipt to be presented to the Superintendent for approval and reimbursement by the Company of its portion of the cost.

(3) Employes will pay the entire cost of shirts, neckties and shoes to be worn with the standard uniform.

(4) The Company will supply to employes, free of charge, cap ornament, badge and such other insignia as it may require the employe to wear on the standard uniform.

(5) In order that uniforms will present a good appearance, the employes agree to keep them properly cleaned and neatly pressed at all times and at their own expense.

(6) It is also understood and agreed that when new uniforms are obtained a complete new uniform will be purchased; that is -- the coat and trousers (two pairs if desired) will be purchased on each such occasion. This for the reason that it is undesirable to wear a new uniform coat with an old pair of trousers, or vice versa.

(7) In the event a uniform is lost, stolen, destroyed or damaged, the employe will replace the uniform or repair the damage at his sole expense.

(8) Employes who have acceptable uniforms on the date of this Memorandum of Agreement which do not conform to the current standards

will be permitted to continue to use such uniforms; however, when normal replacement is necessary they shall be replaced by standard uniforms.

This Memorandum of Agreement shall be effective January 1, 1955.

Signed at San Francisco, California, this 5th day of October,  
1954.

FOR THE COMPANY:

(Signed) K. K. Schomp  
Manager of Personnel

FOR THE EMPLOYEES:

(Signed) C. L. Dellums  
General Chairman  
BROTHERHOOD OF SLEEPING CAR PORTERS

## A G R E E M E N T

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of March, 1953, by and between SOUTHERN PACIFIC COMPANY (PACIFIC LINES), hereinafter referred to as the "Carrier", and the employes of said Carrier of the craft or class represented by the BROTHERHOOD OF SLEEPING CAR PORTERS, hereinafter referred to as the "Brotherhood".

IT IS HEREBY AGREED:

1. Subject to the terms and conditions hereinafter set forth, employes of the Carrier who are covered by all rules and working conditions of the current Agreement between the Carrier and the Brotherhood and while occupying positions covered by the Agreement shall, as a condition of their continued employment subject to such Agreement, be governed by the following:

2. Employes in the service of the Carrier on the effective date of this Agreement, who are on such date members of the Brotherhood, will satisfy the requirements hereof by retaining such membership during the period they are occupying positions referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

3. Employes occupying positions covered by this Agreement, as provided in Paragraph 1 hereof, in the service of the Carrier on the effective date of this Agreement, who are not on such date members of the Brotherhood, will satisfy the requirements hereof by acquiring membership in the Brotherhood within sixty calendar days of the effective date of this Agreement and thereafter retaining membership during the period they are occupying positions referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

4. A person who is employed by the Carrier after the effective date of this Agreement on a position covered by the current Agreement, and provided he acquires immediate seniority status, will satisfy the requirements hereof by acquiring membership in the Brotherhood within sixty calendar days of the date such employe acquires seniority, but not before he has performed thirty days' service in twelve consecutive calendar months, and by thereafter retaining membership during the period such employe occupies a position covered by the current agreement, or during the period this Agreement remains in effect, whichever is shorter.

5. Nothing in this Agreement shall require an employe to become or remain a member of the Brotherhood if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if membership is denied or terminated for any reason other than the failure of the employe to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood.

6. Every employe, as referred to in Paragraph 1 hereof, shall be considered by the Carrier either to be a member of the Brotherhood as provided for herein, or as having been denied membership in the Brotherhood signatory hereto, unless the Carrier is advised to the contrary in writing by the Brotherhood.

7. An employe promoted to an official or other position not included in this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the current Agreement, will not have such seniority terminated by reason of any of the provisions of this Agreement and will not be required to maintain membership under the Agreement.

8. An employe furloughed through reduction in force, sickness, or leave of absence, etc., who retains and/or accumulates seniority under the provisions of the current Agreement, will not have such seniority terminated by reason of any of the provisions of this Agreement.

9. The seniority status and rights of employes furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement.

10. An employe retired on disability annuity under the Railroad Retirement Act at an age earlier than 65 and who retains seniority until he reaches the age of 65 shall not have his seniority rights and status terminated by reason of any of the provisions of this Agreement.

11. Notice of noncompliance with the provisions of this Agreement by an individual employe shall be given in writing by the International President (or his designated representative) of the Brotherhood to the designated representative of the Carrier not earlier than the expiration of the sixty-calendar-day period; and, if, after hearing as provided for in Paragraph 12 hereof, it is determined that the seniority of an employe is to be terminated by reason of noncompliance with

the provisions of this Agreement, such termination will not be required to be effected until such time as a qualified replacement, as determined by the Carrier, is available.

12. Provisions of discipline and appeal rules of the current Agreement between the parties are inapplicable to cases arising under this Agreement, but termination of seniority rights because of noncompliance with provisions of this Agreement shall not be made without written notice to the employe who will, if he so requests within ten days of the date of the written notice to him, be given a hearing within ten days from receipt of such request by the Carrier. Such hearing shall be confined exclusively to the question of his compliance with the provisions of this Agreement, as to which he shall be required to furnish substantial proof. The Carrier shall, within ten days following the completion of such hearing, give the employe a decision in writing, which shall be final and binding, a copy of which will be furnished to the Brotherhood.

13. An employe whose services are terminated for noncompliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for all vacation purposes.

14. An employe dropped from the service account of noncompliance with the provisions of this Agreement shall not thereafter be restored to the service on any position covered by the Agreement except as a new employe, or except as provided for in Paragraph 15 hereof.

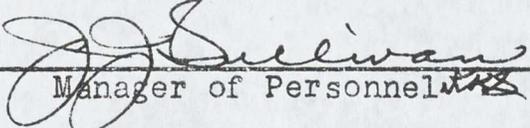
15. If any employe is released from the service for noncompliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employe shall be returned to service without impairment of seniority rights.

16. No part of this Agreement shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employe; and no part of the current Agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employe predicated upon an alleged violation, misapplication, or noncompliance with any part of this Agreement.

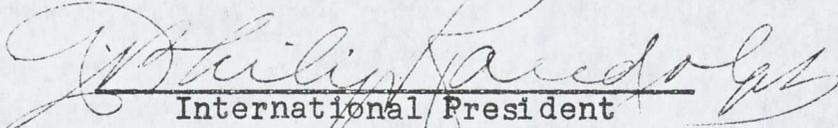
17. The Brotherhood shall indemnify and save harmless the Carrier from and against any and all claims for loss, liability, or damage resulting by reason of the compliance of the Carrier with this Agreement.

18. This Agreement is in full and final settlement of the request contained in the notice served on the Southern Pacific Company (Pacific Lines) on January 31, 1951, by the Brotherhood of Sleeping Car Porters. This Agreement shall become effective May 1, 1953, and shall remain in effect until changed in accordance with the procedure prescribed by the Railway Labor Act, as amended.

FOR: SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

  
\_\_\_\_\_  
Manager of Personnel

FOR: EMPLOYES OF THE SOUTHERN PACIFIC  
COMPANY (PACIFIC LINES) REPRESENTED BY THE BROTHERHOOD OF  
SLEEPING CAR PORTERS

  
\_\_\_\_\_  
International President

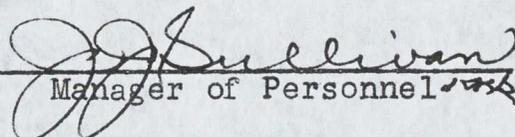
  
\_\_\_\_\_  
General Chairman

MEMORANDUM AGREEMENT

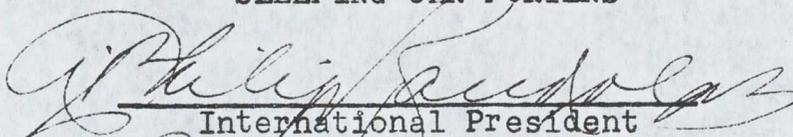
It is agreed that in the application of the Union Shop Agreement signed this date at San Francisco, California, that any employe in service on the date of this agreement who is not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of this agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

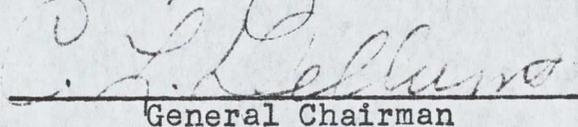
Signed at San Francisco, California this 23<sup>rd</sup>  
day of March, 1953.

FOR: SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

  
Manager of Personnel

FOR: EMPLOYES OF THE SOUTHERN PACIFIC  
COMPANY (PACIFIC LINES) REPRESENTED BY THE BROTHERHOOD OF  
SLEEPING CAR PORTERS

  
International President

  
General Chairman

A G R E E M E N T

between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

and

its employes represented by

BROTHERHOOD OF SLEEPING CAR PORTERS

\* \* \* \* \*

This Agreement, made at San Francisco, California, this 8th day of October, 1965, by and between the Southern Pacific Company (Pacific Lines), hereinafter referred to as the Company, and the Brotherhood of Sleeping Car Porters, hereinafter referred to as the Organization.

IT IS AGREED:

1 (a). Subject to the terms and conditions of this Agreement, the Company shall deduct uniform monthly dues and any initiation fees (not including fines and penalties), payable to the Organization by members thereof from wages to employes represented by the Organization upon the written and unrevoked authorization of a member on the form agreed to by the parties hereto, copy of which is attached as Attachment "A" and made a part hereof.

(b). The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one (1) year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions Agreement between the parties, whichever occurs sooner. Revocation of the Authorization shall be in the form agreed upon by the parties, copy of which is attached as Attachment "B" and made a part hereof.

(c). Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of the forms by the employes and for the delivery of such forms to the Company.

2. Deductions as provided for herein shall be made by the Company in accordance with certified deduction lists furnished, as applicable, to the officer designated by this Company. Such lists, together with assignment and revocation of assignment forms, shall be furnished on or before the 5th day of each month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original lists furnished shall show the employe's name, employe account number, and the amount to be deducted in the form approved by the Company. Thereafter, two lists shall be furnished each month by the General Chairman of the Organization as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of employes with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employes from whose wages no further deductions are to be made which shall be accompanied by revocation of assignment forms signed by each employe so listed. Where no changes are to be made the list shall so state.

(b) A list showing additional employes from whose wages the Company shall make deductions as herein provided, together with an assignment authorization form signed by each employe so listed. Where there are no such additional employes the list shall so state.

3. Deductions as provided for herein will be made monthly by the Company from wages due employes for the first period in each calendar month, and the Company will, subject to the provisions of paragraph 4 hereof, remit to the Organization the total amount of such deductions on

or before the 15th day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the International Secretary-Treasurer of the Organization a statement showing employes from whom deductions were made and amount of deductions.

4. (a). In the event earnings of an employe are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(b) The following pay roll deductions shall have priority over deductions covered by this Agreement:

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company

Group Life and Southern Pacific Employees Hospital Association contributions.

Prior valid assignments and deductions.

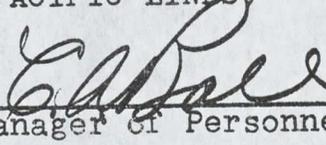
(c) In cases where no deduction is made from the wages of an employe due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employe for any subsequent pay roll period.

5. Responsibility of the Company under this Agreement shall be limited to remitting the amounts actually deducted from wages of employes pursuant to this Agreement, and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the Organization.

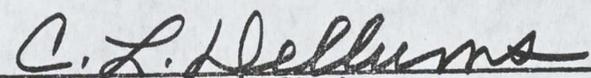
6. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

7. This Agreement shall become effective January 1, 1966.

SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

  
\_\_\_\_\_  
Manager of Personnel

BROTHERHOOD OF SLEEPING CAR PORTERS

  
\_\_\_\_\_  
General Chairman

WAGE ASSIGNMENT AUTHORIZATION

I hereby assign to the BROTHERHOOD OF SLEEPING CAR PORTERS that part of my wages necessary to pay my monthly union dues and initiation fees (not including fines and penalties) as reported to the Southern Pacific Company (Pacific Lines) by the General Chairman in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the International Secretary-Treasurer of the Organization.

This authorization may be revoked by the undersigned in writing after the expiration of one (1) year, or upon the termination date of the aforesaid Deduction Agreement, or upon the termination of the rules and working conditions agreement, whichever occurs sooner.

Employee Social Security Account No.

NAME: \_\_\_\_\_  
           (Last)                          (First)                          (Middle)

\_\_\_\_\_  
 (Occupation-Title)

\_\_\_\_\_  
 Union Division No.

\_\_\_\_\_  
 Employee Acct. No.

\_\_\_\_\_  
 Payroll Audit No.

HOME ADDRESS: \_\_\_\_\_  
                           (Street and Number)                          (City and State)

\_\_\_\_\_, 19\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

Effective \_\_\_\_\_, I hereby revoke the Wage Assignment Authorization now in effect assigning to the BROTHERHOOD OF SLEEPING CAR PORTERS that part of my wages necessary to pay my monthly union dues and initiation fees, now being withheld pursuant to the Deduction Agreement between the Organization and the Company, and I hereby cancel the authorization now in effect authorizing the Company to deduct such union dues and initiation fees from my wages.

Employee Social Security Account No.

NAME: \_\_\_\_\_  
(Last) (First) (Middle)

\_\_\_\_\_  
(Occupation-Title)

\_\_\_\_\_  
(Union Division No.)

\_\_\_\_\_  
(Employee Acct. No.)

\_\_\_\_\_  
(Payroll Audit No.)

HOME ADDRESS: \_\_\_\_\_  
(Street and Number) (City and State)

\_\_\_\_\_, 19\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

A G R E E M E N T

between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

and

BROTHERHOOD OF SLEEPING CAR PORTERS

\* \* \* \* \*

The following is agreed to in complete and final disposition of the portion designated "Article IV - Stabilization of Employment" of notice dated May 25, 1964, served under Section 6 of the Railway Labor Act by the Brotherhood of Sleeping Car Porters on Southern Pacific Company (Pacific Lines):

1. Chair Car Porters holding seniority as such as of June 1, 1967, and who have seniority date of June 1, 1962, or earlier, shall be considered as "protected employes".
2. An employe shall cease to be a protected employe in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements. If a protected employe fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries compensation exceeding that of the position he elects to retain, he shall thereafter be treated for the purpose of this agreement as occupying the position which he elects to decline.

3. Protected employes who hold a regular assignment as of June 1, 1967, shall be designated "protected regular employes" and shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on June 1, 1967; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

4. Protected employes who do not hold a regular assignment as of June 1, 1967, shall be designated "protected extra employes" and shall have their compensation guaranteed as follows:

Computation will be made of the total annual earnings of each such employe as a chair car porter in the calendar year 1966, and such total shall be established as the protected annual level of compensation for the individual employe, subject to adjustment to include subsequent general wage increases. In the event that an employe protected under this paragraph receives in a calendar year beginning in 1967 less than the amount of the protected annual compensation established for him, he will be paid a sum equal to the difference between the amount earned and the protected amount not later than on second period January pay rolls.

5. (a) In the event of the discontinuance of any passenger trains, or the discontinuance or diminishment of chair car porter service, the laid-off employes protected under this agreement may be given an offer of suitable employment for which they can qualify, which, if practicable, shall be 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 employe will not be placed in a worse position with respect to compensation than his guarantee under this agreement.

(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 which he declined.

6. 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.

7. When a change as listed in paragraph 5 occurs, the Carrier may at its option pay any protected employe represented by the Organization a severance allowance. Each severance allowance shall be on the basis of election to resign from the Company and shall be in amount equal to the protected employe's total earnings as a chair car porter in the year 1966, except that in the case of employes over age 64 years 6 months, the allowance shall equal one-half of such 1966 earnings.

8. (a) Employes age 69 or older in the period ending January 1, 1968, shall be retired on January 1, 1968.

(b) Employes age 68 or older in the period ending July 1, 1968, shall be retired on July 1, 1968.

(c) Employes age 67 or older in the period ending January 1, 1969, shall be retired on January 1, 1969.

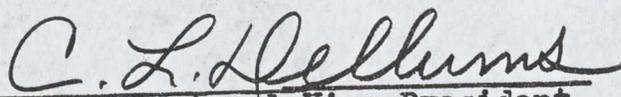
(d) Employees age 66 or older in the period ending July 1, 1969, shall be retired on July 1, 1969.

(e) After July 1, 1969, retirement of all employes working as chair car porters shall be compulsory on the last day of the calendar year in which the employe attains age 65.

9. Notice dated April 5, 1967, served by the Organization under Section 6 of the Railway Labor Act, and proposals under the heading "Employment Security" set forth in Appendix A to said notice, are withdrawn in their entirety.

Signed at San Francisco, California, this 6th day of June, 1967.

FOR THE ORGANIZATION:

  
International Vice President  
BROTHERHOOD OF SLEEPING CAR PORTERS

FOR THE COMPANY:

  
Manager of Personnel

ARBITRATION AGREEMENT  
between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)  
and the  
BROTHERHOOD OF SLEEPING CAR PORTERS

\*\*\*\*\*

This agreement is made pursuant to Section 5(b) of Memorandum of Agreement of June 6, 1967 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.

6. Time limits given herein may be extended by mutual agreement.

Signed at San Francisco, California this 6th day of June, 1967.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

FOR THE CARRIER:

C. L. Hellums  
International Vice President

[Signature]  
Manager of Personnel

NEGOTIATION AGREEMENT - CASE A-7128 SUB 2

MEMORANDUM OF AGREEMENT BETWEEN THE PULLMAN COMPANY AND  
BROTHERHOOD OF SLEEPING CAR PORTERS

In complete disposition of the request contained in the Section 6 notice dated May 25, 1964, relating to Stabilization of Employment,

IT IS AGREED:

ARTICLE I - PROTECTED EMPLOYEES

Section 1 (a) - All employees who were in active service on November 13, 1967, will, if furloughed, be entitled to a separation allowance as hereinafter provided unless or until retired, discharged for cause or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the effective date of this Agreement was a work day), or in military service.

Section 1 (b) - The term "employees who were in active service" does not include any employee who was on furlough on November 13, 1967. Employees recalled after November 13, 1967, are covered as outlined in Section 2.

Section 2 - Employees furloughed as of November 13, 1967, who are recalled at any time during the period of November 14, 1967 to and including November 13, 1968, shall qualify for a proportionate separation allowance as hereinafter set forth. The proportionate separation allowance shall be determined by the following formula:

Number of days paid for (paid vacation days included) in the fiscal year beginning with and immediately following the employee's date of first recall

X

The applicable separation allowance provided for in Article IV hereof.

365 days (which are the total days in the fiscal year beginning with and immediately following employee's date of first recall)

EXAMPLE: If an employee is first recalled on June 1, 1968, and in the immediately following 12 months is paid for 150 days, the proportionate separation allowance he would be entitled to would be 150/365 of the applicable separation allowance provided for in Article IV.

When an employee recalled after November 13, 1967 and prior to November 14, 1968, is next furloughed he shall have the option of being paid the proportionate separation allowance he is then due or he may continue his employment relationship with the Company until the 12 month period following his first recall has elapsed. If he continues in an employment relationship until the end of that 12 month period he may if he is on furlough at that time, or when he is next furloughed, either take the proportionate separation allowance or continue his employment relationship with the Company and waive any allowance under Article IV of this Agreement. Such employees shall not be covered by Article III of this Agreement.

The separation allowance outlined in this Section 2 shall not be extended on a seniority basis to the senior employes in the seniority district or group but shall be applicable only to the individuals covered by this Section 2.

Section 3 - Notwithstanding other provisions of this Agreement, the Company shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employes affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employes entitled to preservation of employment must be recalled upon the termination of the emergency.

#### ARTICLE II - USE AND ASSIGNMENT OF EMPLOYES AND LOSS OF PROTECTION

Section 1 - The Organization recognizes the right of the Company to make technological, operational and organizational changes in consideration of the protective benefits provided by this Agreement.

Section 2 - An employe shall cease to be a protected employe in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article.

If an employe dismissed for cause is reinstated to service, he will be restored to the status of a protected employe as of the date of his reinstatement.

Section 3 - An employe shall cease to be a protected employe in the event of his failure to accept employment offered to him by the Company or a railroad company for which he can qualify in the area in which he makes his residence and under the conditions outlined in the second paragraph of this Section. The provisions of this Section do not apply to a take over of its sleeping car service by a railroad, which subject is covered by the Wolfe-Randolph Agreement of December 17, 1963.

An employe offered employment by a railroad company under this Section, under an implementing agreement to be made between the interested carrier and the Brotherhood of Sleeping Car Porters, shall be paid an allowance of \$2,500.00 to be paid by The Pullman Company at the time of employment by the railroad unless waived by the terms of the implementing agreement but shall not be entitled to the separation allowance provided for in Section 1 of Article IV.

#### ARTICLE III - COMPENSATION DUE PROTECTED EMPLOYES

Section 1 - Subject to the provisions of Sections 3 and 4 of this Article III, protected employes who held regularly assigned positions on the effective date of this Agreement, or subsequently become regularly assigned, shall not be placed in a worse position with respect to compensation (exclusive of the in-charge and kitchen-work differentials) than the normal rate of compensation for said regularly assigned position on the effective date of this Agreement, or the date he subsequently became assigned, provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2 - Subject to the provisions of Sections 3 and 4 of this Article III, all other employes entitled to protection shall not be placed in a worse position with respect

to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the effective date of this Agreement. For purposes of determining whether, or to what extent, such an employe has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this Agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided however, that in determining compensation in his current employment the employe shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working Agreement and which does not require a change in residence.

Section 3 - If a protected employe fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working Agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall, while occupying position, be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 4 - A protected employe shall not be entitled to the benefits of this Article if furloughed and offered a separation allowance under the provisions of Section 1 of Article IV or during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the Company's service, or during any period in which he occupies a position not subject to the working Agreement; nor shall a protected employe be entitled to the benefits of this Article III during any period when furloughed because of reduction in force pursuant to Article I, Section 3.

Section 5 - The Company and the organization signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purpose of this Agreement.

#### ARTICLE IV - SEPARATION ALLOWANCE

Section 1 - If one or more employes, other than those employes covered by Article I, Sections 2 and 3, are furloughed, regardless of cause, the provisions of Article III shall not be applicable but an employe, as stipulated in the last paragraph of this section, will be offered a separation allowance in accordance with the schedule set out below.

The separation allowance to be paid to employes whose age does not exceed 65 years and one month shall be based on the following schedule:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	720 hours' pay
2 years and less than 3 years	1,440 " "
3 years and less than 5 years	2,160 " "
5 years and over	2,880 " "

In the case of an employe with less than one year's service, forty hours pay for each month in which he performed service will be paid as the lump sum separation allowance.

The "hours' pay" as used in this Section shall be based on the employe's last hourly rate of pay.

For employes who have reached age 65 and one month or over, the amount of the separation allowance to be paid shall be based on the age of the employe at his nearest birthday on the date such allowance is offered. The amount of such allowance shall be calculated as follows:

<u>Age at nearest birthday</u>	<u>Allowance</u>
65 and one month	2,400 hours
66	1,920 "
67	1,440 "
68	960 "
69 or over	480 "

In the application of the above separation allowances, the senior employes in the seniority district or group equal to the number furloughed shall have the right on a seniority basis to apply for and be paid the separation allowance applicable to his age bracket.

Section 2 - Employes accepting a separation allowance will also be granted full vacation pay earned up to the time they leave the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employe has qualified therefor under the Vacation Agreement. In the event the Vacation Agreement is amended to provide for additional vacation days, such additional payment shall be made to employes accepting a separation allowance.

Section 3 - Each employe entitled to and accepting a separation allowance shall resign from service upon payment of the allowance.

Section 4 - Employes resigning to accept a separation allowance under this Agreement who also apply for an annuity under provisions of the Railroad Retirement Act shall be entitled to the same benefits and privileges that apply to other employes retiring who do not receive a separation allowance.

#### ARTICLE V - DISPUTES

Section 1 - Any dispute involving the interpretation or application of any of the terms of this Agreement not settled with the Company within thirty (30) days after the date the dispute arises may be submitted by either party for final and binding resolution in accordance with the provisions of Section 3 of the Railway Labor Act, Amended.

\* \* \*

Signed at Chicago, Illinois, this 27th day of May, 1968.

FOR THE COMPANY:

J. Boeckelman  
Director, Employee and  
Labor Relations.

WITNESS:

Al O'Neill  
Member, National Mediation Board

FOR THE EMPLOYES:

A. Philip Randolph  
International President, Brotherhood  
of Sleeping Car Porters.

WITNESS:

Lawrence Ferrin  
Mediator, National Mediation Board

A G R E E M E N T

between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

and its employes represented by the

BROTHERHOOD OF SLEEPING CAR PORTERS

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1. Effective January 1, 1969, pursuant to provisions of the Wolfe-Randolph Agreement of December 17, 1963, the following former employes of The Pullman Company:

<u>NAME</u>	<u>SENIORITY DATE</u>
Watty, Lee B., Sr.	3-10-37
Williamson, Ivan A.	3-13-37
Smith, L. A.	9-28-39
Hill, Jess W.	5-13-40
Spencer, Vernon A.	5-23-40
Cole, Willie Lee	6-17-40
Robinson, Harold	3- 5-41
Thomas, James	3- 6-41
Robinson, Percy W.	3- 7-41
Robinson, F. D.	7-28-42
Stroud, R. R.	10-3-42
Stanley, Roy	6- 5-43
Turley, Nathaniel	7- 1-43
Benjamin, Nathaniel	7- 5-43
Simmons, H. M.	7- 5-43
Williams, H. J.	7- 5-43
Wimberly, Wilbert	7-28-43
Henry, William Sr.	9- 6-43
George, Arthur	9-18-43

shall become employes of Southern Pacific Company covered by Agreement between Southern Pacific Company (Pacific Lines) and its employes represented by the Brotherhood of Sleeping Car Porters, effective July 1, 1942, as subsequently revised, including revisions as herein set forth, hereinafter referred to as the current agreement.

2. It is agreed that the employes named in paragraph 1 shall be accorded the same seniority date under the current agreement as formerly held by them as sleeping car porters of The Pullman Company (as set forth in paragraph 1 above) and that their previous service as sleeping car porters of The Pullman Company will be credited in determining vacation due them under current agreement for 1969 and subsequent years.

3. Effective January 1, 1969, existing provisions of the current agreement shall be amended as set forth below:

"It is hereby agreed by and between the Southern Pacific Company, Pacific Lines (hereinafter referred to as the Company) and its chair car and sleeping car porters represented by the Brotherhood of Sleeping Car Porters (hereinafter referred to as the Brotherhood), as follows:

"Rule 1. These rules shall apply to all chair car and sleeping car porters (hereinafter referred to as employes), in the service of the Company, under the conditions provided for.

"Rates of Pay

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

<u>EFFECTIVE</u>	<u>MONTHLY RATE</u>	<u>HOURLY RATE</u>	
		<u>PRO RATE</u>	<u>OVER-TIME</u>
1-1-69	\$544.72	\$3.1306	\$4.6959
1-1-70	563.79	3.2402	4.8603
7-1-70	575.07	3.3050	4.9575
1-1-71	592.32	3.4041	5.1062

"Rule 3. (a) One hundred and seventy-four (174) hours credited work shall constitute a basic month's service. Where credited hours on a regular assignment are less than 174 hours per month, deduction shall not be made from the regular established monthly rate of pay.

"Rule 5. (a) Time actually worked in excess of 174 hours in a calendar month shall be paid for on the minute basis at the pro rata hourly rate, except time actually worked in excess of 184 hours in a calendar month shall be paid for on the minute basis at one and one-half ( $1\frac{1}{2}$ ) times the pro rata hourly rate. Time paid for but not actually worked (such as but not limited to time intervening between the time preparatory work if any required is completed and the time of actually beginning work on train on which actual work is to be performed) shall not be considered as time worked within the meaning of this Section (a).

"Rule 8. (c) A regular sign-out period shall be established at each point where an extra board is maintained. The time and length of such sign-out period shall be determined by local conditions. The local representative of the Brotherhood shall be notified in writing at least five (5) days in advance of any change in the time or length of the sign-out period and bulletin posted for information of employes.

"At the sign-out period, all known vacancies and assignments to be filled by extra employes, which have a reporting time prior to the next sign-out period, shall be listed in the order of reporting time and assigned in accordance with Rules 8(a) and 8(b) of the current agreement. It shall be the duty

of each extra employe to report during the sign-out period to receive assignment to which entitled.

"Vacancies and extra assignments which develop subsequent to the close of a sign-out period, having a reporting time which makes it necessary that assignment be made prior to the next sign-out period, shall be filled by the first available employes remaining on the extra list called in the manner provided by Rules 8(a) and 8(b) of the current Agreement.

"An assigned employe who is absent from his position for any reason shall not be permitted to return to his assignment after it has been filled by an extra employe.

"An extra employe absent from service because of illness, injury or leave of absence, when again reporting for duty shall have his name entered at the foot of the extra list. Likewise, an employe recalled from furlough, or an employe reverting to the extra list account being displaced from a regular assignment, shall have his name entered at the foot of the extra list.

"Rule 9. (b) Each point at which porters are employed will constitute a separate seniority district. This, however, shall not operate to prevent the assignment or use of such employes on or over more than one seniority district, or in through service, on another railroad, nor prohibit employes of other railroads, when operating in through service, from working on lines of the Company.

"(c) A seniority roster, for each seniority district showing the name of each employe who has acquired a seniority date, shall be prepared as of January 1st, each year, and posted in places accessible to such employes. Not less than two (2) copies of such roster shall be furnished the local Brotherhood representative.

"An employe shall have sixty (60) days from date name first appears on the roster to protest seniority date or relative standing on the roster, except if absent on leave or account sickness at time roster is posted, period of time from protest shall apply from date employe returns to duty. If no protest is made within the sixty (60) day period, change will not thereafter be made except for typographical or clerical errors."

4. It is agreed between the parties hereto that the terms and conditions of Mediation Agreement - Case A-7128, Sub. 2, signed at Chicago, Illinois, May 27, 1968, between The Pullman Company and the Brotherhood of Sleeping Car Porters, shall, effective January 1, 1969, be applied by Southern Pacific Company to former employes of The Pullman Company enumerated in paragraph 1 above, under the

following conditions, in lieu of applying to such employes the terms and conditions of the employe protection Agreement, Company file CCP 2-10, dated June 6, 1967, between this Company and the Brotherhood of Sleeping Car Porters:

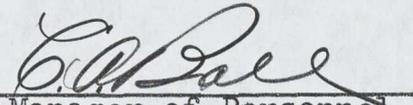
- (a). Article I, Section 2, has no applicability to any of the employes named in paragraph 1 of this Agreement.
- (b). It is agreed that there is no liability to Southern Pacific Company under provisions of Article II, Section 3, second paragraph thereof.
- (c). In the application of Article III, Section 4, it is recognized that former Pullman Company employes, designated with asterisk on seniority rosters, will be considered as junior employes for furlough purposes with respect to chair car porter service, and that such employes may be furloughed consistent with the Company's need for their services as related to sleeping car service even though junior employes, not designated by asterisk, may remain in active chair car porter service. In the event former Pullman Company employes are furloughed, separation allowance provided for in Article III, Section 4, shall be bulletined only to such former Pullman Company employes.
- (d). Following is former Pullman Company employes' status under Mediation Agreement of May 27, 1968:

<u>Protected under</u> <u>Art. III, Sec. 1.</u>	<u>Protected Under</u> <u>Art. III, Sec. 2.</u>	<u>Hours</u>
Lee B. Watty, Sr.		165.41
Ivan A. Williamson		159.58
L. A. Smith		184.11
Jess W. Hill		180.37
Vernon A. Spencer		188.37
Willie L. Cole		188.39
Harold Robinson		191.81
James Thomas		180.91
Percy W. Robinson		182.69
F. D. Robinson		184.87
R. R. Stroud		190.97
Roy Stanley		182.13
	Nathaniel Turley	183.09
Nathaniel Benjamin		136.25
	H. M. Simmons	183.52
	H. J. Williams	188.58
	Wilbert Wimberly	174.94
	William Henry, Sr.	136.24
	Arthur George	98.34

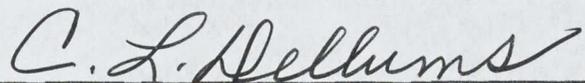
5. Notice dated November 27, 1968, served under Section 6 of the Railway Labor Act on Southern Pacific Company (Pacific Lines) by the Brotherhood of Sleeping Car Porters, requesting increased rates of pay as set forth in Appendix attached thereto, is hereby settled in its entirety.

Signed at San Francisco, California, this 23rd day of  
January , 1969.

FOR THE COMPANY:

  
\_\_\_\_\_  
Manager of Personnel

FOR THE EMPLOYES:

  
\_\_\_\_\_  
International President  
BROTHERHOOD OF SLEEPING CAR PORTERS

January 23 , 1969

Mr. C. L. Dellums, International President  
Brotherhood of Sleeping Car Porters  
1716 - 7th Street  
Oakland, California

Dear Sir:

Pursuant to Agreement entered into January 23 , 1969, revising Rule 9(c) of the current agreement relative to preparation of seniority rosters, it is agreed that:

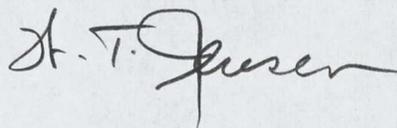
1. Effective January 1, 1969, former Pullman Company employes named in paragraph 1 of Agreement of January 23 , 1969, between the parties hereto, shall be dovetailed in order of their Pullman Company seniority dates as set forth therein into the existing Oakland District seniority list of chair car porters, and their names marked thereon with an asterisk and the following footnote:

"Former Pullman Company employes employed by Southern Pacific Company effective January 1, 1969, pursuant to the Wolfe-Randolph Agreement of December 17, 1963."

2. On and after January 1, 1969, former Pullman Company employes designated by asterisk as set forth in paragraph 1 above shall be considered as having a preferential seniority right to regular or extra service as sleeping car porters, and shall not be privileged to exercise displacement rights over any employe in chair car porter service who held seniority as chair car porter under the current agreement prior to January 1, 1969.

3. Conversely, on and after January 1, 1969, employes who held seniority as chair car porter under the current agreement prior to January 1, 1969, shall be considered as having a preferential seniority right to regular or extra service as chair car porters, and shall not be privileged to exercise displacement rights over former Pullman employes in sleeping car service designated by asterisk as set forth in paragraph 1 above.

Yours truly,



AGREED:



International President  
BROTHERHOOD OF SLEEPING CAR PORTERS

A G R E E M E N T

between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

and

BROTHERHOOD OF SLEEPING CAR PORTERS

\* \* \* \* \*

The following is agreed to in complete and final disposition of the portion designated "Article IV - Stabilization of Employment" of notice dated May 25, 1964, served under Section 6 of the Railway Labor Act by the Brotherhood of Sleeping Car Porters on Southern Pacific Company (Pacific Lines):

1. Chair Car Porters holding seniority as such as of June 1, 1967, and who have seniority date of June 1, 1962, or earlier, shall be considered as "protected employes".

2. An employe shall cease to be a protected employe in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements. If a protected employe fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries compensation exceeding that of the position he elects to retain, he shall thereafter be treated for the purpose of this agreement as occupying the position which he elects to decline.

3. Protected employes who hold a regular assignment as of June 1, 1967, shall be designated "protected regular employes" and shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on June 1, 1967; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

4. Protected employes who do not hold a regular assignment as of June 1, 1967, shall be designated "protected extra employes" and shall have their compensation guaranteed as follows:

Computation will be made of the total annual earnings of each such employe as a chair car porter in the calendar year 1966, and such total shall be established as the protected annual level of compensation for the individual employe, subject to adjustment to include subsequent general wage increases. In the event that an employe protected under this paragraph receives in a calendar year beginning in 1967 less than the amount of the protected annual compensation established for him, he will be paid a sum equal to the difference between the amount earned and the protected amount not later than on second period January pay rolls.

5. (a) In the event of the discontinuance of any passenger trains, or the discontinuance or diminishment of chair car porter service, the laid-off employes protected under this agreement may be given an offer of suitable employment for which they can qualify, which, if practicable, shall be 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 employe will not be placed in a worse position with respect to compensation than his guarantee under this agreement.

(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 which he declined.

6. 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.

7. When a change as listed in paragraph 5 occurs, the Carrier may at its option pay any protected employe represented by the Organization a severance allowance. Each severance allowance shall be on the basis of election to resign from the Company and shall be in amount equal to the protected employe's total earnings as a chair car porter in the year 1966, except that in the case of employes over age 64 years 6 months, the allowance shall equal one-half of such 1966 earnings.

8. (a) Employes age 69 or older in the period ending January 1, 1968, shall be retired on January 1, 1968.

(b) Employes age 68 or older in the period ending July 1, 1968, shall be retired on July 1, 1968.

(c) Employes age 67 or older in the period ending January 1, 1969, shall be retired on January 1, 1969.

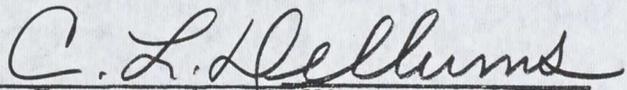
(d) Employees age 66 or older in the period ending July 1, 1969, shall be retired on July 1, 1969.

(e) After July 1, 1969, retirement of all employes working as chair car porters shall be compulsory on the last day of the calendar year in which the employe attains age 65.

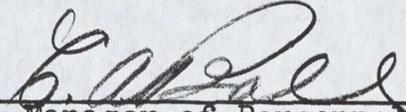
9. Notice dated April 5, 1967, served by the Organization under Section 6 of the Railway Labor Act, and proposals under the heading "Employment Security" set forth in Appendix A to said notice, are withdrawn in their entirety.

Signed at San Francisco, California, this 6th day of June, 1967.

FOR THE ORGANIZATION:

  
International Vice President  
BROTHERHOOD OF SLEEPING CAR PORTERS

FOR THE COMPANY:

  
Manager of Personnel

ARBITRATION AGREEMENT  
between

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)  
and the  
BROTHERHOOD OF SLEEPING CAR PORTERS

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This agreement is made pursuant to Section 5(b) of Memorandum of Agreement of June 6, 1967 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.

6. Time limits given herein may be extended by mutual agreement.

Signed at San Francisco, California this 6th day of June , 1967.

FOR THE BROTHERHOOD OF  
SLEEPING CAR PORTERS:

FOR THE CARRIER:

C. L. Hellums  
International Vice President

E. A. Pale  
Manager of Personnel