

SUPPLEMENT TO
MEMORANDUM OF AGREEMENT
Between The
ERIE LACKAWANNA RAILROAD COMPANY
And Its Employees Represented By
THE BROTHERHOOD OF SLEEPING CAR PORTERS
Dated March 24, 1965

This Agreement made this 2nd day of November, 1967, by and between the Erie Lackawanna Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters is in settlement of that part of notice served on May 26, 1966, with respect to proposals included therein under the caption Vacations, Holidays, Pay for Jury Duty Leave, Savings Clause.

IT IS AGREED:

ARTICLE I - VACATIONS:

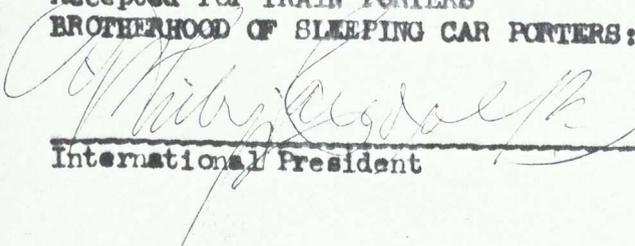
Rule 28, Section 1 of the Agreement dated July 25, 1962, is amended as follows:

"Effective with the calendar year 1967, an annual vacation of three weeks with pay will be granted to each employee covered by this agreement who renders compensated service under the agreement on not less than one hundred twenty (120) days during the preceding calendar year and who had ten (10) or more years of continuous service, and who, during such period of continuous service, renders compensated service on not less than 120 days in 1961-1965 inclusive and 160 days in years prior to 1961, in each of ten (10) of such years not necessarily consecutive."

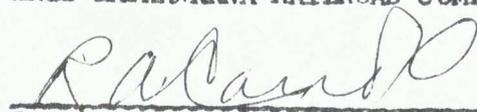
This supplement shall be in full force and effect for a period of one (1) year from January 1, 1967, and continue in effect thereafter, subject to not less than seven (7) months' advance notice in writing (which notice may be served in 1967 or in any subsequent year) of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it desires to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

Accepted for TRAIN PORTERS
BROTHERHOOD OF SLEEPING CAR PORTERS:


International President

Accepted for
ERIE LACKAWANNA RAILROAD COMPANY:


General Manager-Labor Relations

SUPPLEMENT TO
MEMORANDUM OF AGREEMENT
between the
ERIE LACKAWANNA RAILROAD COMPANY
and its employees represented by
THE BROTHERHOOD OF SLEEPING CAR PORTERS
dated March 24, 1965

This Agreement made this 4th day of June, 1965, by and between the Erie Lackawanna Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters is in settlement of that part of the notice served on May 25, 1964, with respect to proposals included therein under the caption Holidays and Stabilization of Employment.

IT IS AGREED:

ARTICLE II - HOLIDAYS:

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

(The new monthly rate will be computed as follows)

\$431.87	present monthly rate
X 12	months
<u>5182.44</u>	
. 365	divided by
<u>14.198</u>	daily compensation
X 8	holidays
<u>113.58</u>	
<u>5182.44</u>	plus
<u>5296.02</u>	total
12	divided by
<u>441.34</u>	New monthly rate effective July 1, 1965.

Neither party to this Agreement will serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this Section to become effective prior to January 1, 1967.

ARTICLE IV - STABILIZATION OF EMPLOYMENT:

It was agreed to further hold this portion of the Employees' notice in abeyance.

Accepted for:

TRAIN PORTERS
BROTHERHOOD OF SLEEPING CAR PORTERS:

/s/ A. Philip Randolph

International President

Accepted for:

ERIE LACKAWANNA RAILROAD
COMPANY:

/s/ F. Diegtel

Vice President-Labor Relations

MEMORANDUM AGREEMENT BETWEEN THE
ERIE LACKAWANNA RAILROAD COMPANY AND
THE BROTHERHOOD OF SLEEPING CAR PORTERS

* * *

It is hereby mutually agreed that the subject matter of Mr. A. Philip Randolph's letter of January 21, 1964 requesting that the existing agreement covering train porters be amended to achieve the following:

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

shall be and is hereby disposed of as follows:

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

<u>Class of Employee</u>	<u>Rate Per Month</u>
Train Porters	\$431.87

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

- (a) Effective July 1, 1964, an initial reduction in hours from 205 to 195;
- (b) Effective January 1, 1965, a second reduction in hours from 195 to 185;
- (c) Effective July 1, 1965, a third reduction in hours from 185 to 180; and
- (d) Effective January 1, 1966, a final reduction in hours from 180 to 174.

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

(4) No proposals for changes in rates of pay shall be initiated by the employees against the Erie Lackawanna Railroad Company or by the Erie Lackawanna Railroad Company against its employees represented by the Brotherhood of Sleeping Car Porters prior to January 1, 1966.

(5) This agreement is in settlement of dispute growing out of notice served on January 21, 1964 by the Brotherhood of Sleeping Car Porters. This agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, with the understanding as provided in Section 6, that no notices will be served by either party prior to January 1, 1966, to change the rates of pay resulting from Sections 1 and 2 of this agreement.

(6) Rules 4 and 28 of agreement with the Brotherhood of Sleeping Car Porters are amended as follows. Other rules of agreement will also be revised to conform to this agreement.

Effective July 1, 1964, Rule 4 is amended by addition of the following paragraph (d).

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

Effective July 1, 1964, in determining days of qualifying service under Rule 28, the number of hours in the periods set out below shall be considered as one day:

During the period:

July 1, 1964 through December 31, 19647.61 hours
January 1, 1965 through June 30, 1965.7.22 hours
July 1, 1965 through December 31, 1965.	7.02 hours
Effective January 1, 1966 and thereafter.6.79 hours

Vacation allowance, or allowance in lieu thereof, for an employee entitled to one (1) week vacation shall be during the periods set out below, an amount equal to pay for the number of hours shown at the straight time hourly basic rate.

During the period:

July 1, 1964 through December 31, 1964.45.66 hours
January 1, 1965 through June 30, 1965.	43.32 hours
July 1, 1965 through December 31, 1965.42.12 hours
Effective January 1, 1966 and thereafter40.74 hours

For an employee entitled to two (2) weeks vacation, the allowance shall be, during the periods set out below, an amount equal to pay for the number of hours shown at the straight time hourly basic rate.

During the period:

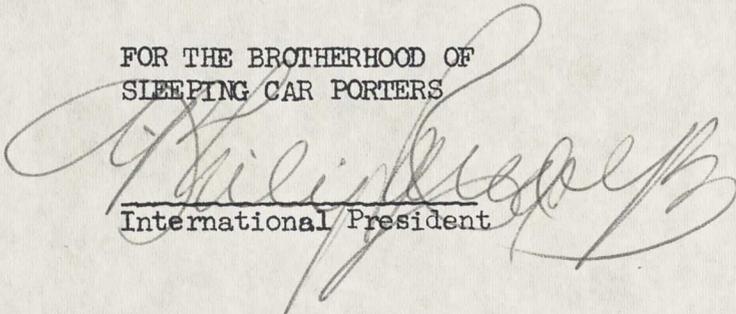
July 1, 1964 through December 31, 1964.91.32 hours
January 1, 1965 through June 30, 196586.64 hours
July 1, 1965 through December 31, 1965.84.24 hours
Effective January 1, 1966 and thereafter.	81.48 hours

For an employee entitled to three (3) weeks vacation, the allowance shall be, during the periods set out below, an amount equal to pay for the number of hours shown at the straight time hourly basic rate.

During the period:

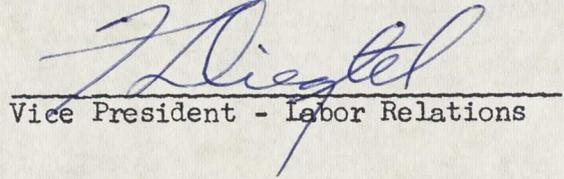
July 1, 1964 through December 31, 1964.	136.98 hours
January 1, 1965 through June 30, 1965.	129.96 hours
July 1, 1965 through December 31, 1965.	126.36 hours
Effective January 1, 1966 and thereafter.	122.22 hours

FOR THE BROTHERHOOD OF
SLEEPING CAR PORTERS



International President

FOR ERIE LACKAWANNA RAILROAD COMPANY



Vice President - Labor Relations

Cleveland, Ohio
May 8, 1964

Erie Lackawanna *Railroad Company*



FRED DIESEL
VICE PRESIDENT-LABOR RELATIONS
T. J. SANOK
DIRECTOR OF LABOR RELATIONS
R. A. CARROLL
ASSISTANT DIRECTOR OF LABOR RELATIONS

MIDLAND BUILDING
CLEVELAND, OHIO 44115

April 2, 1965
File: 15.2-19

Messrs. J. W. Oram, Chairman
Eastern Carriers' Conference Committee
Room 474 Union Station
517 West Adams Street
Chicago, Illinois, 60606

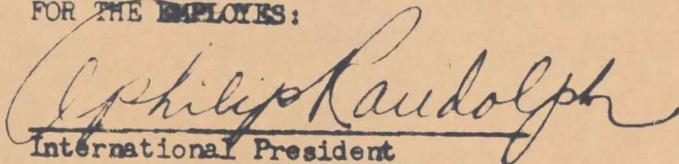
G. E. Leighty, Chairman
Employes National Conference Committee
Cooperating Railway Labor Organizations
3860 Lindell Boulevard
St. Louis 8, Mo.

Gentlemen:

The Erie Lackawanna Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters, which are parties to Group Policy Contract No. GA-23000 of The Travelers Insurance Company, as amended and expanded, have reached agreement, dated March 24, 1965, which contains the provisions of Article V - Hospital, Surgical and Medical Benefits and Group Life Insurance - of the National Agreement dated November 20, 1964, between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and their employees represented by the signatory labor organizations through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations. Copy of such agreement is attached.

In accordance with such agreement, the parties hereby authorize your respective committees to represent them in arranging the modifications of said Group Policy Contract No. GA-23000, and of the Agreement of January 18, 1955 as amended, which may be necessary to make effective the attached agreement, and authorizes its inclusion, with respect to its employees covered by the attached agreement, as party to such Policy Contract as so modified.

FOR THE EMPLOYEES:


Philip Randolph
International President
Brotherhood of Sleeping Car Porters

FOR THE COMPANY:


Fred Diesel
Vice President-Labor Relations
Erie Lackawanna Railroad Company

The Friendly Service Route

MEMORANDUM OF AGREEMENT
between the
ERIE LACKAWANNA RAILROAD COMPANY
and its employees represented by
THE BROTHERHOOD OF SLEEPING CAR PORTERS

This Agreement made this 24th day of ~~March~~, 1965, by and between the Erie Lackawanna Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters is in settlement of the notice served on May 25, 1964, with respect to proposals included therein under the caption Vacations, Holidays, Hospital, Surgical and Medical Benefits and Group Life Insurance.

IT IS AGREED:

ARTICLE I - VACATIONS:

Section 1.

Rule 28, Section 1 of the Agreement dated July 25, 1962, is amended as follows:

Effective with the calendar year 1965 an annual vacation of four (4) weeks with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred eight (108) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred eight (108) days (160 days in the years prior to 1961 and 120 days in years 1961-1963) in each of twenty (20) of such years, not necessarily consecutive.

In determining days of qualifying service under Rule 28, the number of hours in the periods set out below shall be considered one day:

During the period:

July 1, 1964 through December 31, 1964	7.61 hours
January 1, 1965 through June 30, 1965;	7.22 hours
July 1, 1965 through December 31, 1965	7.02 hours
January 1, 1966 and thereafter	6.79 hours

For an employee entitled to four (4) weeks vacation, the allowance shall be, during the periods set out below, an amount equal to pay for the number of hours shown at the straight time hourly basic rate:

During the period:

January 1, 1965 through June 30, 1965	173.28
July 1, 1965 through December 31, 1965	168.48
January 1, 1966 and thereafter	162.96

Section 2.

Except as otherwise provided herein this Agreement shall be effective January 1, 1965, and shall be incorporated in existing agreements as a supplement thereto 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 the carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes it desires to

make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

ARTICLE II - HOLIDAYS:

The dispute pertaining to this portion of the Employees' notice dated May 25, 1964, is held in abeyance pending further consideration and discussion.

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

Covered by separate Memorandum of Agreement dated March 24, 1965

ARTICLE IV - STABILIZATION OF EMPLOYMENT:

The dispute pertaining to this portion of the Employees' notice dated May 25, 1964 will be held in abeyance pending conclusion of Agreement by Carriers' Conference Committee and Employees' National Conference Committee.

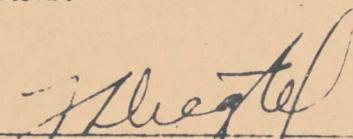
Accepted for:

Accepted for:

TRAIN PORTERS
BROTHERHOOD OF SLEEPING CAR PORTERS:

ERIE LACKAWANNA RAILROAD
COMPANY:


International President


Vice President-Labor Relations

MEMORANDUM OF AGREEMENT
between the
ERIE LACKAWANNA RAILROAD COMPANY
and its employees represented by
THE BROTHERHOOD OF SLEEPING CAR PORTERS

This agreement made this 24th day of March, 1965, by and between the Erie Lackawanna Railroad Company and its employees represented by the Brotherhood of Sleeping Car Porters, witnesseth:

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

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

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

Section 2. The carriers and the organizations parties to this Agreement will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Section of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a 'Qualifying Employee', payments to the insurer, and eligibility for benefits.

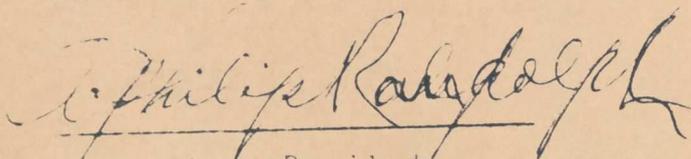
Section 3. No party to this agreement shall serve any notice or proposal or progress any pending notice or proposal on a national, regional or local basis for the purpose of changing the provisions of Group Policy Contract No. GA-23000 or the provisions of the Agreement of January 18, 1955, as amended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

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

3. This agreement is in settlement of the dispute growing out of the provisions relating to hospital, surgical and medical benefits and group life insurance contained in notice dated May 25, 1964 served by the organization signatory hereto on the railroad signatory hereto.

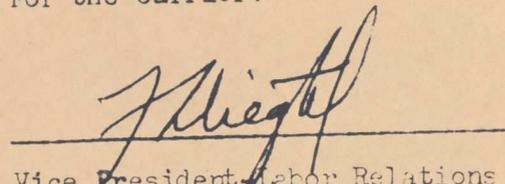
Dated at Cleveland, Ohio, this 24th day of March, 1965.

For the Employees:



International President
Brotherhood of Sleeping Car
Porters

For the Carrier:



Vice President Labor Relations
Erie Lackawanna Railroad Company