

A G R E E M E N T

Between

PACIFIC ELECTRIC RAILWAY COMPANY

And

All That Class of Clerks and Other  
Office, Station and Store Employes

Represented by the

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

EFFECTIVE APRIL 1, 1935

Revised to

October 1, 1946

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# I N D E X

	RULES	PAGE
Abolished--Positions . . . . .	37	10
Appeals and Investigations . . . . .	42-45	12
Applications from other Rosters . . . . .	34	9
Assignment to Higher and Lower Rated Positions . . . . .	7	2
Assignments, under Seniority, etc. . . . .	25-29	6 to 8
Attending Court . . . . .	54	14
Basis of Pay . . . . .	3	2
Bids on Vacancies . . . . .	29	8
Bond Premiums . . . . .	55	14
Bulletins--Positions . . . . .	29	8
Bulletin Boards . . . . .	49	13
Calls (or Notified) . . . . .	19	5
Certificate of Service . . . . .	61	16
Changing Starting Time . . . . .	16-38	4 & 10
Charge-Disciplinary . . . . .	43	12
Clerical Workers . . . . .	2	1
Day's Work--Eight Hours, etc. . . . .	9	3
Declining Promotions . . . . .	33	9
Definition--Clerical Worker . . . . .	2	1
Definition--Machine Operator . . . . .	2	1
Disallowed, Time Notice . . . . .	23	6
Displacements . . . . .	25	6
Effective Date . . . . .	63	16
Established Positions . . . . .	6	2
Excepted Positions--Seniority, etc. . . . .	39	11
Exoneration . . . . .	48	13

INDEX (Continued)

	RULES	PAGE
Failure to Qualify . . . . .	32	9
Force Reductions . . . . .	37	10
Former Positions Vacant . . . . .	31	9
Grievances--Miscellaneous . . . . .	46	13
Health and Safety . . . . .	58	15
Holiday and Sunday Work . . . . .	20	5
Incapacitated Employes . . . . .	57	15
Intermittent Service . . . . .	10	3
Investigation and Appeals . . . . .	42-45	12
Leave of Absence-Various . . . . .	35-36	10
Machines Furnished . . . . .	56	15
Meal Periods--Various . . . . .	12-13-14-15	4
Monthly Wage . . . . .	3	2
New Positions--Rating . . . . .	5	2
Notices, Posting . . . . .	49	13
Official Positions . . . . .	39	11
Overtime--Various . . . . .	18-19-20-21-22	5 & 6
Pay, Basis of . . . . .	3	2
Positions Abolished . . . . .	37	10
Positions--Rating . . . . .	4-5-6	2
Posting Name Successful Applicant . . . . .	29	8
Promotions--Basis . . . . .	25	6
Preservation of Rates . . . . .	7	2
Rating Positions . . . . .	4-5-6	2
Records--Validating . . . . .	53	14
Reduction of Force . . . . .	37	10
Reporting and Not Used . . . . .	11	3

INDEX (Continued)

	RULES	PAGE
Representation . . . . .	50	13
Rosters, Seniority, Various . . . . .	26-27-28	7 & 8
Rulings . . . . .	62	16
Scope of Rules . . . . .	1	1
Seniority--Various . . . . .	24	6
Seniority Rosters . . . . .	26	7
Service--Intermittent . . . . .	10	3
Shifts, Starting Time, etc. . . . .	16-17-38	4 & 10
Short Vacancies . . . . .	30	8
Sick Leave . . . . .	60	15
Special Duty--Temporary Assignment . . . . .	40	11
Starting Time--Fixed--Changing, etc. . . . .	16-17-38	4 & 10
Sunday and Holiday Work . . . . .	20	5
Suspensions, Dates From . . . . .	47	13
Temporary Vacancies . . . . .	30	8
Time, Disallowed . . . . .	23	6
Transcript of Evidence . . . . .	44	12
Transfer as Between Rosters . . . . .	28-34	8 & 9
Transferring--Various . . . . .	41	11
Transportation--Transfers, etc. . . . .	51-52	13 & 14
Vacations . . . . .	59	15
Validating Records . . . . .	53	14
Wages--Monthly--Daily, etc. . . . .	3	2
Weeks' Work . . . . .	3	2
Witnesses for Investigations . . . . .	43	12
Witnesses for Company . . . . .	54	14
Women--Wages, etc. . . . .	8	3

INDEX (Continued)

	RULE	PAGE
Work--Meal Periods . . . . .	14-15	4
Appendix No. 1 - Seniority rights of Pacific Electric employees assigned to Harbor Belt Line Railroad . . . . .		17
Appendix No. 2 - Seniority and promotion rights of clerical employes on Transportation Department Roster 3 when assigned to positions under "Telegraphers" Agreement . . . . .		18 & 19
Appendix No. 3 - Relinquishment of permanent or temporary assignments . . . . .		20
Appendix No. 4 - National Vacation Agreement dated January 12, 1942 . . . . .		21 to 25
Appendix No. 5 - Seniority rights of employes entering Military Service . . . . .		26
Appendix No. 6 - Memorandum of Agreement on use of Trainees . . . . .		27 & 28
Appendix No. 7 - Revision of Rules 2 and 25 of Agree- ments dated April 1, 1935 and June 1, 1935. (Exempted and excepted positions) . . . . .		29 to 33
Appendix No. 8 - Travel Time Rule . . . . .		34 & 35
Appendix No. 9 - Memorandum of Agreement covering rights of returning Military Service employes under Service- men's Readjustment Act of 1944 (G.I. Bill of Rights) . . . . .		36 & 37

SCOPE

RULE 1.

These rules shall govern the hours of service and working conditions of the following employes, subject to the exceptions noted below:

(1) CLERKS -

(a) Clerical Workers

(b) Machine Operators

(2) Other office, station and store employes -- such as office boys, messengers, chore boys, train announcers, gatemen, baggage and parcel room employes, train and engine crew callers, operators of certain office or station appliances and devices, telephone switchboard operators, office, station and warehouse watchmen and janitors.

(3) Laborers employed in and around stations, storehouses and warehouses.

(4) When classification does not conform to this Rule, employes performing service in the classes specified shall be classified accordingly.

EXCEPTIONS

These rules shall not apply to General Office employes; or to Pacific Electric Building employes at Sixth and Main Streets and Fourth and Hill Streets; or to individuals where amounts not to exceed Thirty Dollars (\$30.00) per month are paid for such services which take only a portion of their time from outside employment or business; or to individuals performing personal service not a part of the duty of the Carrier.

DEFINITIONS OF CLERICAL WORKERS, ETC.

Rule 2.

(a) Clerical Workers - Employes who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work.

(b) Machine Operators - Employes who regularly devote not less than four (4) hours per day to the operation of office or station mechanical equipment requiring special skill and training -- such as typewriters, calculating machines, bookkeeping machines, dictaphones and other similar equipment.

3rd Divn - Clerks Work -  
3494 - 2334 - 3003, 3211-321  
3508

## RATES AND BASIS OF PAY

### Basis of Pay

#### Rule 3.

Employees covered by Groups (1) and (2), Rule 1, heretofore paid on a monthly, weekly or hourly basis, shall be paid on a daily basis. The conversion to a daily basis of monthly, weekly or hourly rates shall not operate to establish a rate of pay less favorable than is now in effect.

Nothing herein shall be construed to permit the reduction of days for the employees covered by this rule below six (6) per week, excepting that this number may be reduced on positions not necessary to the continuous operation of the Carrier in a week in which holidays occur by the number of such holidays.

### RATING POSITIONS

#### Rule 4.

Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

### NEW POSITIONS

#### Rule 5.

The wages for new positions shall be in conformity with the wages for positions of similar kind or class in the seniority district where created.

### RATES

#### Rule 6.

Established positions shall not be discontinued and new ones created under different titles covering relatively the same class of work for the purpose of reducing the rates of pay or evading the application of these rules.

### PRESERVATION OF RATES

#### Rule 7.

Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employe. Assisting a higher rated employe

*award 3002 - transfer of duties to lower rated jobs. (Doctrine of estoppel)*



due to a temporary increase in the volume of work does not constitute a temporary assignment.

WOMEN

Rule 8.

The pay of women employes for the same class of work shall be the same as that of men, and their working conditions shall be healthful and fitted to their needs.

*Superfluous rule 4*

HOURS OF SERVICE AND MEAL PERIOD

Day's Work

Rule 9.

Except as otherwise provided in these rules, eight (8) consecutive hours' work, exclusive of the meal period, shall constitute a day's work.

INTERMITTENT SERVICE

*Case C-569 - Huntg. Bch.  
Case C-688 - Huntg. Bch.*

Rule 10.

When necessary to meet the requirements of the service, the assignment may be extended sufficient to cover such service, when agreed to between the Carrier and duly accredited representative of the Organization; but not to exceed eight (8) hours actual time on duty within a spread of twelve (12) consecutive hours. Employes filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to the time of release within twelve (12) consecutive hours and also for all time in excess of twelve (12) consecutive hours computed continuously from the time first required to report until final release. Time shall be computed as continuous service in all cases where the interval of release from duty is less than one (1) hour.

Employes covered by this rule will be paid not less than eight (8) hours within a spread of twelve (12) consecutive hours.

REPORTING AND NOT USED

Rule 11.

(a) Hourly rated employes required to report for work at regular starting time and prevented from performing service by conditions beyond the control of the Carrier, will be paid for actual time held with a minimum of two (2) hours.

(b) If worked any portion of the day, under such conditions, up to a total of four (4) hours, a minimum of four (4) hours will be allowed. If worked in excess of four (4) hours, a minimum of eight (8) hours shall apply.

All time under this rule shall be at pro rata rate.

Note: This rule does not apply to employes who are engaged to take care of fluctuating or temporarily increased work which cannot be handled by the regular forces; nor shall it apply to regular employes who lay off of their own accord before completion of the day's work.

#### LENGTH OF MEAL PERIOD

Rule 12.

Unless agreed to by a majority of employes in a department or subdivision thereof, the meal period shall not be less than thirty (30) minutes nor more than one (1) hour.

#### TIME OF MEAL PERIOD

Rule 13.

When a meal period is allowed, it shall be between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour after starting work, unless otherwise agreed to by employe and employer.

#### WORKING DURING MEAL PERIOD

Rule 14.

If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the pro rata rate and twenty (20) minutes, with pay, in which to eat shall be afforded at the first opportunity.

#### CONTINUOUS WORK WITHOUT MEAL PERIOD

Rule 15.

For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay, when the nature of the work permits.

#### STARTING TIME

Rule 16.

Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours' notice to the employes affected. This shall not apply to relief positions.

#### THREE SHIFT POSITIONS

Rule 17.

When three (3) consecutive shifts are worked covering the

twenty-four (24) hour period no shift will have a starting time after twelve (12) o'clock midnight and before five (5) A.M.

OVERTIME AND CALLS

Overtime

*3rd Div  
Award 3049 1/30/47  
(letter of)*

Rule 18.

*(See memorandum dated Oct. 21, 1946 filed here in)*

Except as otherwise provided in these rules, time in excess of eight (8) hours, exclusive of the meal period, on any day will be considered overtime and paid, on the actual minute basis at the rate of time and one-half.

*means 24 hours period  
Award 3258*

Except in emergency employees will not be required to work more than two (2) hours overtime after completing eight (8) consecutive hours of service, or eight (8) hours service within a spread of nine (9) hours, without being permitted to eat. Time of one (1) hour or less taken for such meal will not break the continuity of service. If employe is not accorded such meal period he will be allowed twenty (20) minutes additional compensation at pro rata rate.

NOTIFIED OR CALLED

*3rd Div. 3037*

*3rd Div  
Award 3049 (see  
letter of 1/30/47  
attached)*

Rule 19.

(a) Except as otherwise provided in these rules, employees notified or called to perform work not continuous with before or after the regularly assigned work period, shall be allowed a minimum of three (3) hours for two (2) hours work or less, and if held on duty in excess of two (2) hours time and one-half will be allowed on the minute basis.

(b) If such employe is called to report for work less than two (2) hours before regularly assigned starting time, will be paid at the rate of time and one-half from time reports for work until regular starting time and thereafter at straight time rate of pay for regularly assigned hours.

(c) If such employe has completed regularly assigned tour of duty, and is released and if required to return for further service, may, if conditions justify, be compensated as if on continuous duty.

*See file  
BRC-Case  
650*

SUNDAY OR HOLIDAY WORK

*3rd Div. 3037*

*3rd Div  
Award 3049 - see attached  
letter of 1/30/47*

Rule 20.

*(See memorandum dated Oct. 21, 1946 filed here in)*

Work performed on Sundays and the following legal holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (Provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holi-

*Senior Man of regular groups entitled to Xtra work  
3493-2341*

day), shall be paid at the rate of time and one-half, except that employees necessary to the continuous operation of the Carrier and who are regularly assigned to such service, will be assigned one regular day off duty in seven, Sunday if possible, and if required to work on such regularly assigned seventh day off duty, will be paid at the rate of time and one-half; when such assigned day off duty is not Sunday, work on Sunday will be paid for at straight time rate.

*3rd DIV: 3428, 2280, 314, 1614, 1846  
2272, 3037, 1624*

ABSORBING OVERTIME

Rule 21.

Employes shall not be required to suspend work during regular hours to absorb overtime.

AUTHORIZING OVERTIME

Rule 22.

No overtime hours will be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

NOTIFIED WHEN DISALLOWED

Rule 23.

When time is claimed in writing and such claim is disallowed, the employe making the claim shall be notified in writing and reason for non-allowance given.

SENIORITY

Rule 24.

Except as otherwise provided in these rules, seniority begins at the time the employe's pay starts on the seniority district and on the roster to which assigned.

When two or more employes enter upon their duties at the same hour on the same day, employing officer shall at that time designate respective rank of such employes.

Employes voluntarily leaving the service will, if they re-enter the service, be considered as new employes.

PROMOTION, ASSIGNMENTS AND DISPLACEMENTS

*Third Div. Award 3092 - Pay for time qualifying - Denied*

Rule 25.

*3232 - Req. man to be assigned to extra work on off days*

Promotion, Assignments and Displacements under these rules shall be based on seniority, fitness and ability, fitness and ability being sufficient, seniority shall prevail, except, however, that seniority shall not apply to the positions listed below:

*3rd div. #3278 - Seniority not governing after seniority roster exhausted with other rosters applying for vacancy*

-6-

*Third Div. Award 3466 - Fitness + ability to be proven by applicant where junior employe assigned*

EXCEPTED POSITIONS:

- Roster (1) Passenger Traffic Department Agencies:  
(NONE)
- Roster (2) Stores Department:  
Store Inspector  
Foreman
- Roster (3) Station and Yards, Transportation Department  
Service Directors  
General Foreman, Los Angeles Freight
- Roster (4) Mechanical Department  
Chief Clerk

Note: The word "sufficient" is intended to more clearly establish the right of the senior clerk or employe to bid in a new position or vacancy or make a displacement where two or more employes have adequate fitness and ability.

SENIORITY ROSTERS

Rule 26.

All departments covered by this Agreement shall constitute one (1) seniority district. However, seniority rosters shall be prepared as follows:

- (1) Passenger Traffic Agencies *Consolidated with Roster No 8.*
- (2) Stores Department *See Memo. of 11-17-52.*
- (3) Stations and Yards, Transportation Department
- (4) Mechanical Department Clerks.

Employes who have transferred, or may hereafter transfer, from Roster (2), (Stores Department) to Purchasing Department in the General Office, shall retain and accumulate seniority on Roster 2 (Stores Department) while employed in Purchasing Department.

SCOPE OF ROSTERS

Rule 27.

Seniority rosters will show name of each employe covered by these rules, location, position and seniority date, except that names of truckers and laborers will not be included, and their seniority shall not be exercised, until they have been in continuous service in excess of six months. Rosters will be revised annually and posted in places accessible to employes affected, and errors to which attention is called within sixty (60) days from date of posting will be corrected. On request, the duly accredited representative of the employes shall be furnished not to exceed five (5) copies of the roster. Employes representative may receive information as to additions or corrections to the rosters between issues.

TRANSFER BETWEEN ROSTERS

Rule 28.

When an employe secures a permanent position, either by bulletin assignment or in case of excepted position, by appointment, in a department or office covered by another roster in the same seniority district, his name and seniority date shall be transferred to such roster.

BULLETINS

Rule 29.

(a) All new positions and vacancies, except loaders, stowers, truckers and laborers, shall be bulletined monthly.

(b) Bulletins will be promptly posted in places accessible to all employes affected, and will be open for bid for a period of ten (10) days from employees covered by this Agreement.

(c) Bulletins will show:

Location  
Positions  
Hours of Service  
Rates of Pay

(d) Bids for such positions will be filed with the designated officer within ten (10) days from the date of issue of bulletin.

(e) Assignments will be made within five (5) days after the closing date of receiving bids, and successful applicant will be placed on the job as soon as practicable.

(f) In making assignments preference will be given to bids received, as follows:

First - From employes within the scope of the roster (as established in Rule 26) where the vacancy occurs or new position is created.

Second - From other employes in the seniority district.

(g) The name and seniority date of the successful applicant will be posted for a period of five (5) days where the position was bulletined.

(h) Preferable positions of loaders, stowers, truckers, and laborers shall be open to choice of senior loaders, stowers, truckers, and laborers whose names are on a seniority roster.

29-1 Added 8-1-47 SHORT VACANCIES

Rule 30.

(a) New positions and, or vacancies, not exceeding thirty (30)

days' duration, may be filled without bulletin, at the option of the employing officer. New positions and, or vacancies, of doubtful duration, need not be bulletined until the expiration of thirty (30) days, in connection with which, so far as practicable, the approximate duration of the work will be given.

(b) Regularly assigned employes who have secured advertised relief positions will be considered regularly assigned employes while occupying such relief positions. In case the relief position is advertised for a period of six (6) months or less, the employe occupying such position will be permitted, at the expiration of the period, to return to his immediately preceding position or displace as provided in Rule 37.

#### FORMER POSITION VACANT

##### Rule 31.

When an employe bids for and is awarded a position, his former position will be considered vacant and bulletined. Application from employe who vacated the position will not be considered for the vacancy which he created by reason of vacating same to accept a bulletined position, except in event there are not any other qualified applicants on the seniority district.

#### FAILURE TO QUALIFY

##### Rule 32.

An employe who is assigned to a bulletined position or makes a displacement, and fails, within a reasonable time to demonstrate fitness and ability, shall vacate the position on which disqualified, and may, if fitness and ability is sufficient, displace the junior employe covered by this Agreement in the office or at the station where located at time of such assignment or displacement. If no junior employe in the office and at the station where located at time of such assignment or displacement may then displace the junior assigned employe on the roster.

#### DECLINING PROMOTIONS

##### Rule 33.

Employes declining promotions or to bid on bulletins, shall not lose their seniority.

#### APPLICATIONS FROM OTHER ROSTERS

##### Rule 34.

Applications for positions from employes on other seniority rosters covered by this Agreement having sufficient fitness and ability will be given preference over those of employes from departments not covered by this Agreement or new employes.

## LEAVE OF ABSENCE

### Rule 35.

(a) Employees may be granted leave of absence, limited except in case of physical disability, to ninety (90) days in any twelve (12) months period without loss of seniority. Retention of seniority during longer leave of absence may be arranged for by agreement between employing officer and local committee.

(b) Members of General or Local Committees, representing employees covered by these rules, will be granted leave of absence without unnecessary delay, and without loss of seniority.

## DISPLACEMENT ON RETURN FROM LEAVE OF ABSENCE

### Rule 36.

An employe returning after leave of absence may return to his former assignment if still existing, or may, upon return or within five (5) days thereafter, displace a junior employe who has bid in a bulletin position during such absence, except that an employe returning after leave of absence exceeding ninety (90) days and not desiring to return to his former assignment, shall only be allowed to displace a junior employe who has bid in a bulletined position during the last ninety (90) days of the leave of absence.

In event an employe fails to return at the expiration of leave of absence, his position, if still existing, shall then be bulletined in accordance with Rule 29.

## POSITIONS ABOLISHED, DISPLACEMENTS AND REDUCTION OF FORCE

### Rule 37.

(a) An employe whose position is abolished, or who is displaced under conditions not otherwise provided for in these rules, may within five (5) days (or if on leave of absence within five (5) days from date of return) displace a junior employe.

(b) When an employe is assigned to a temporary position he may, at the conclusion of such assignment, either return to his former status, or displace a junior employe who has bid in a position during his occupancy of such temporary position.

(c) An employe laid off on account of reduction in force, or through displacement, shall have his name carried on the seniority roster without the status of an employe, for twelve (12) months, and shall, if available within a reasonable time, be given preference in the order of seniority over other applicants when force is increased, provided employing officer is currently advised of address.

## CHANGING STARTING TIME

### Rule 38.

*new Rule 14*

When established starting time of a regular position is



changed more than one (1) hour for more than six (6) consecutive days, or four (4) hours or more on any day per week, the regularly assigned employe affected may, within ten (10) days thereafter, upon forty-eight (48) hours' notice displace a junior employe.

#### OFFICIAL OR EXCEPTED POSITIONS

Rule 39.

(a) Employes appointed to official positions shall retain seniority date in the roster from which promoted; provided that employes promoted to official positions whose supervision is confined principally to employes coming within the scope of these rules on another seniority roster may, within one year, establish a new seniority date on the roster to which promoted, effective as of date of appointment, and waive seniority date on roster from which promoted.

(b) Employes taking initial service with the Company in official or excepted positions, whose supervision is confined principally to employes coming within the scope of these rules, shall accumulate seniority from the date of such employment in the seniority roster of the employes they supervise.

(c) Employes promoted to position of agent for Pacific Electric Railway Company, not covered by other schedules, will retain indefinitely their seniority date on the roster from which promoted.

(d) If positions provided for in paragraphs (a), (b), and (c) of this rule are abolished, or if the incumbent is displaced from such position, such employe shall be entitled to the privileges of Rule 37.

#### TEMPORARY ASSIGNMENT TO SPECIAL DUTY

Rule 40.

An employe assigned to temporary special duty for Pacific Electric Railway Company, off his seniority district for a period not exceeding one (1) year, shall be considered as on leave of absence and retain his seniority on the roster from which assigned. At the conclusion of such assignment the provisions of Rule 36 will govern.

#### TRANSFERRING

Rule 41.

(a) Employes transferred with their positions from one seniority roster to another shall retain their positions and seniority.

(b) When the limits of a seniority roster are extended or reduced, the employes affected shall have the choice of carrying their seniority upon either the extended or reduced roster. Such choice shall be exercised within thirty (30) days from the effective date.

(c) When, for any reason, two or more offices or departments

are consolidated, employes affected shall retain their seniority and have preference, according to seniority to corresponding positions in the consolidated office or department.

(d) On account of ill-health of themselves or dependent members of their families, employes may transfer from one roster to another, with the approval of the employing officers, retaining three-fourths (3/4ths) of their seniority. Such transfers will not be made until employes furnish physician's certificate in duplicate showing necessity for such change, one copy of which will be given to the accredited representative of the employes.

(e) Employes may arrange exchange of positions, with the approval of their respective officers and the duly accredited representative of the Organization, and each will take the seniority date of the junior employe making the change.

### DISCIPLINE AND GRIEVANCES INVESTIGATION

*3<sup>rd</sup> Div. Award  
no. 345-4/10/11 -  
Dismissal sustained & past  
record considered*

#### Rule 42.

An employe who has been in service more than ninety (90) days or whose application has been formally approved shall not be dismissed without investigation, at which investigation he may be represented by a representative of his choice. He may, however, be held out of service pending such investigation. The investigation shall be held within ten (10) days of the date when charged with the offense or held from service. A decision will be rendered within ten (10) days after the completion of investigation.

Investigation will be held at such time as not to cause employes to lose rest or time, whenever practicable to do so.

### CHARGE AND WITNESSES

#### Rule 43.

At a reasonable time prior to the investigation the employe shall be advised of the precise charges against him, and given reasonable opportunity to secure the presence of necessary witnesses.

### TRANSCRIPT

#### Rule 44.

A transcript of the evidence taken at the investigation or on the appeal shall be furnished on request to the employe or representative, who shall, if desired, have ten (10) days in which to offer evidence in rebuttal.

### APPEALS AND REPRESENTATION

#### Rule 45.

The decision of the officer holding the investigation may be appealed in writing to the next higher officer by the employe or

his representative, within ten (10) days from the date of decision, copy of notice of appeal to be filed with the officer whose decision is appealed. Similarly, appeals may be made in turn to higher officers up to and including the ranking officer designated by the Company to hear such appeals, or his representative. Officers receiving notice of appeal will, within ten (10) days, render decision thereon or hear such appeal and if hearing is held, employe may be assisted by duly accredited representatives, and decision will be rendered within ten (10) days thereafter.

#### GRIEVANCES

##### Rule 46.

An employe who considers himself unjustly treated shall have the same right of investigation and appeal if written request is made to his supervising officer within ten (10) days after the occurrence of the alleged unjust treatment.

#### DATE OF SUSPENSION

##### Rule 47.

If an employe is suspended, the suspension shall date from the time he was taken out of service.

#### EXONERATION

##### Rule 48.

If the final decision decrees that charges against the employe were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employe shall be reinstated and paid for net wages, if any.

#### GENERAL

##### Posting Notices

##### Rule 49.

~~At points or in departments where 25 or more employes covered by this schedule are employed, suitable provision will be made for posting notices of interest to the employes, not controversial in character or inimicable to the interests of the Carrier.~~

#### REPRESENTATIVES

##### Rule 50.

Where the term "representative" appears in this Agreement shall be understood to mean the regularly constituted committee presenting the class of employes on the railroad where the controversy arises, or any representative or representatives the employes directly interested may select or designate.

#### TRANSFER OF EMPLOYES

##### Rule 51.

Employes transferred by order of the Carrier or to accept

an advertised position, or in the exercise of seniority, or because of reduction in force, shall be furnished free transportation over the rail lines of the Pacific Electric Railway for themselves, dependent members of their family and household goods.

#### TRANSPORTATION

Rule 52.

(a) Employes covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employes in the service.

(b) General and Local Committees representing employes covered by this Agreement will be granted the same consideration in granting free transportation as is granted general and local committees representing employes in other branches of the service.

#### VALIDATING RECORDS

Rule 53.

Applicants for employment entering 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 rule shall not operate to prevent the removal from service of such applicant, if subsequent to the expiration of ninety (90) days, it is found that information given by him in his application is false.

Original letters of recommendation and other papers filed by the applicant shall be returned within ninety (90) days, provided copies of the same have also been filed.

#### WITNESSES

Rule 54.

Employes who are instructed by the Management to attend court, or an inquest, or a Board of Inquiry, in which they are not directly involved, will be furnished transportation and will be paid for each hour while in attendance or held for attendance (Sundays and Holidays excluded) compensation at the rate of the position to which assigned; if not assigned, then at the minimum clerical rate with a maximum allowance of eight (8) hours per day; if such allowance does not equal what would have been the employe's earnings in the service to the Carrier, had he not attended, the difference will be paid. Reasonable actual expense will be allowed while away from the home station. Any fee or mileage accruing will be assigned to the Carrier.

*3rd Div. 3089 - Question denied*  
*See notes & Head of Dept. (Part of this agreement) 8-7-45 (Case C-452-493-496)*

#### BOND PREMIUMS

Rule 55.

Employes shall not be required to pay premiums on bonds required by the Carrier in handling its business.

## MACHINES FURNISHED

### Rule 56.

Typewriters and other office equipment devices will be furnished by the Carrier at offices where the Management require their use.

## INCAPACITATED EMPLOYEES

### Rule 57.

Efforts will be made to furnish employment (suited to their capacity) to employes who have become physically unable to continue in service in their present positions.

## HEALTH AND SAFETY

### Rule 58.

The health and safety of employes will be reasonably protected.

## VACATIONS

### Rule 59.

Monthly rated employes who on January 1st have been in continuous service of the Carrier one year or more will be granted annual vacations with pay provided the work is kept up by other employes and there is no expense to the Carrier involved in granting vacations.

Heads of departments when granting vacations will give monthly rated employes who on January 1st have been in the service continuously one year and over, twelve (12) working days.

## SICK LEAVE *3<sup>rd</sup> dom award 3268- no sick leave allowance where defered procedure not followed.*

### Rule 60.

Where the work of any employe is kept up by other employes without cost to the Carrier, an employe who has been in the continuous service of the Carrier one year and less than two years, will not have deduction made from his pay for time absent on account of a bona-fide sickness of himself, until he has been absent six (6) working days in the calendar year; an employe who has been in continuous service two years and less than three years, nine (9) working days; an employe who has been in continuous service three years or longer, twelve (12) working days. Deductions will be made beyond the time allowance specified above.

The employing officer must be satisfied that the sickness is bona-fide and that no additional expense to the Carrier is involved. Satisfactory evidence as to sickness in the form of a certificate from a reputable physician, preferably a Company physician, will be required in case of doubt.

The above limits of sick leave may be extended in individual meritorious cases and under the conditions specified, but only by agreement of the representatives of the Carrier and of the employes.

CERTIFICATE OF SERVICE

Rule 61.

When personal record employes covered by these rules leave the employ of the company, they shall, upon request, be furnished with certificates of service.

RULINGS

Rule 62.

Whenever a ruling is made by the General Manager or other authorized general officer of the Company, affecting the interpretation of any rule or part of a rule in this schedule, the General Chairman representing the employes shall be furnished with a copy of such ruling.

DATE EFFECTIVE AND CHANGES

Rule 63.

~~This Agreement becomes effective April 1, 1935, and shall continue in effect for one year and thereafter until either party desiring to cancel or change it shall have given the other party thirty (30) days notice in writing, of intention to cancel it, or of the changes desired.~~

*Revised 8-1-47 See Memo*

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley  
Assistant to General Manager

FOR THE SYSTEM BOARD OF ADJUSTMENT  
BROTHERHOOD OF RAILWAY AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES.

By (Original Signed) E. A. McMillan  
General Chairman

By (Original Signed) G. DeYoung  
General Secretary-Treasurer

APPENDIX NO. 1

MEMORANDUM OF UNDERSTANDING

It is understood and agreed that the following rules will govern Pacific Electric employes covered by this Agreement who are now or may hereafter be assigned to service on the Harbor Belt Line Railroad.

Pacific Electric employes who were assigned to the service of the Belt Line when it commenced operation will be given indefinite leave of absence. Should such employe lose his position on Belt Line through no fault of his own (abolition of the position, lack of work, etc.) or desire to relinquish his employment on Belt Line on his own account he may, by giving thirty (30) days notice in writing to the Superintendent of this Company and the General Manager of the Belt Line of a desire to return to Pacific Electric, return to extra list in line of employment the same as prior to the change, using his seniority to bid on vacancies or new positions which may subsequently develop. On return of an employe to Pacific Electric service, all rights on the Belt Line are thereby relinquished.

Pacific Electric employes while in Belt Line service will receive the same consideration as to hospital protection, mortuary, Pacific Electric Club, Group Insurance and pass privileges as is accorded Pacific Electric employes.

A Pacific Electric employe in Belt Line service who feels that he has been unjustly dealt with, may appeal his case to the General Manager of the Belt Line. If further appeal is desired, it may be made to the General Superintendent of the Pacific Electric Railway, and if still further appeal is desired, to the Vice President and General Manager of the Pacific Electric Railway.

PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley  
Assistant to General Manager

BROTHERHOOD OF RAILWAY AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES

By (Original Signed) E. A. McMillan  
General Chairman

Date: April 10, 1935.

APPENDIX NO. 2

MEMORANDUM OF UNDERSTANDING

It is mutually agreed between the Pacific Electric Railway Company, hereinafter referred to as "Carrier", the Order of Railroad Telegraphers hereinafter referred to as "Telegraphers" and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees hereinafter referred to as "Clerks" that in the application of seniority rights, employes represented by the Order of Railroad Telegraphers and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees the following shall govern:

(a) Seniority of employes who have been or may hereafter be promoted from class covered by the "Clerks" agreement will date from the day and hour on which the first actual work was performed in any class of service covered by the "Telegraphers" Agreement.

(b) Agents, Assistant Agents and Ticket Agents, both regular and extra, who entered the service or may hereafter enter the service in positions included in the scope rule of the "Clerks" Agreement and are subsequently promoted to positions included in the scope rule of the "Telegraphers" Agreement will retain and continue to accumulate seniority in departments covered by the "Clerks" Agreement from which promoted.

(c) Agents, Assistant Agents and Ticket Agents who entered the service in positions listed in the scope rule of the "Telegraphers" Agreement shall be accorded the same seniority date on the "Clerks" seniority roster.

(d) Positions covered by the "Telegraphers" Agreement will be filled from employes taken from the "Telegraphers" official seniority list. When that list is exhausted, vacancies under the "Telegraphers" Agreement, excluding tower positions, will be advertised and filled from employes represented by the "Clerks".

(e) In the event that there are no available qualified employes on the seniority list of the "Clerks" and it is necessary to employ an Agent, Assistant Agent or Ticket Agent, his seniority will be confined to the "Telegraphers" official seniority list until a date is established under the provisions of the "Clerks" Agreement.

(f) In the event there are no regularly assigned junior employes occupying a position covered by the "Telegraphers" Agreement, an Agent, Assistant Agent or Ticket Agent who loses his assigned position on account of a reduction in force will be permitted to displace the junior assigned "Clerk" within ten (10) days from the date he loses his assigned position. Failing to make displacement as provided in this paragraph, the employe shall assume the status of an extra unassigned "Clerk".



(g) Employes represented by the "Clerks" who are used for temporary service, not exceeding six (6) months, in positions covered by the "Telegraphers" Agreement may, at the conclusion of such temporary service, return to their former status, or may within ten 10) days displace a junior employe, who has bid in a position during such temporary service.

(h) An employe being carried on the "Clerks" seniority roster who has acquired a date as a "Telegrapher" and thereafter returns to a class of service represented by the "Clerks" who subsequently fails to avail himself of the opportunity to bid in a vacancy in class of service covered by the "Telegraphers" Agreement shall forfeit existing seniority as a "Telegrapher".

(i) Employes listed on the "Clerks" seniority roster, holding regular assigned positions shall forfeit same when they secure regular assigned positions covered by the "Telegraphers" Agreement.

FOR THE ORDER OF RAILROAD TELEGRAPHERS

By (Original Signed) B. C. Lewis  
Vice President

By (Original Signed) N. D. Pritchett  
General Chairman

FOR THE B. OF R. & S. C., F. H. E & S  
EMPLOYEES

By (Original Signed) E. A. McMillan

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley  
Assistant to General Manager

APPENDIX NO. 3

MEMORANDUM OF UNDERSTANDING

It is agreed between the Pacific Electric Company and all that class of Clerks and other Office, Station and Store Employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express Station Employees, that:

Employees regularly assigned to either permanent or temporary assignments may, with the approval of the ranking officer of their seniority roster and the Division Chairman of the Clerks' Organization, relinquish their assigned position and assume the status of an extra employe, with the understanding that they will not be permitted to bid in by bulletin the vacancy created by such relinquishment.

It is agreed that this understanding may be subject to change or cancellation on thirty (30) days written notice being given by either party to the other of the changes desired or intention to cancel it.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley  
Assistant to General Manager

FOR THE BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS, FREIGHT HANDLERS,  
EXPRESS AND STATION EMPLOYEES

By (Original Signed) G. De Young  
General Chairman

Date: April 4, 1938

AMENDMENT NO. 4

VACATION AGREEMENT

Preamble

It is agreed between the Pacific Electric Railway Company (hereinafter referred to as the Carrier) and its employes represented by the organizations and duly authorized representatives thereof signatory hereto that:

Articles of Agreement

1. Effective with the calendar year 1942, an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred sixty (160) days during the preceding calendar year.

2. Subject to the provisions of Section 1 as to qualifications for each year, effective with the calendar year 1942 annual vacations with pay of nine and twelve consecutive work days will be granted to the following employes, after two and three years of continuous service respectively:

(a) Employes represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes.

(b) Employes represented by the Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

3. The terms of this Agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

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

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employes in any plant operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

5. Each employe who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employe so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employe.

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

6. The Carrier will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employes remaining on the job, or burden the employe after his return from vacation, the Carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employe is entitled to a vacation with pay will be calculated on the following basis:

(a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment..

(b) An employe paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.

(c) An employe paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(d) An employe working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employe worked on as many as sixteen (16) different days.

(e) An employe not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

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

9. Vacations shall not be accumulated or carried over from one vacation year to another.

10. (a) An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

(b) Where work of vacationing employes is distributed among two or more employes, such employes will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

11. While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employe, be given in instalments if the management consents thereto.

12. (a) Except as otherwise provided in this Agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employes exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any Agreement. When the position of a vacationing employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than sixty (60) days in a calendar year. If a person so hired under the terms hereof acquires

seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

13. The parties hereto having in mind conditions which exist or may arise in making provisions for vacations with pay agree that the duly authorized representatives of the employes, who are parties to this Agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees or their successors; and the employe members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors, who are signatory to the Vacation Agreement dated Chicago, Illinois, December 17, 1941. Interpretations or applications agreed upon by the Carrier members and employe members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. This Agreement shall be effective January 1, 1942, and shall be incorporated in existing Agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months' notice (which notice may be served in 1943 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.

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

16. The counter request of the Carrier made in May, 1940, for a ten per cent reduction in the existing rates of pay, is hereby withdrawn.

SIGNED AT LOS ANGELES, CALIFORNIA, This 12th day of January, 1942

For the Pacific Electric  
Railway Company:

(Original Signed) A. C. Bradley  
Assistant to General Manager

For the employes represented by the  
participating labor organizations:

The Order of Railroad Telegraphers  
(Original Signed) N. D. Pritchett  
General Chairman

Brotherhood of Railway & Steamship  
Clerks, Freight Handlers, Express  
and Station Employes:

Original Signed: G. DeYoung  
General Chairman

Brotherhood of Maintenance of Way  
Employes:

(Original Signed: T. F. Finneran  
General Chairman

Brotherhood of Railroad Signalmen  
of America:

(Original Signed) W. E. Raynes  
General Chairman

(Original Signed) Louis E. Brown  
President, System Federation #159,  
Railway Employes' Dept. A.F. of L.

(Original Signed) B. A. Collins  
Secretary, System Federation #159,  
Railway Employes' Dept. A.F. of L.

APPENDIX NO. 5

MEMORANDUM OF UNDERSTANDING

It is mutually understood by the Pacific Electric Railway Company and its Employees represented by

BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS  
FREIGHT HANDLERS, EXPRESS & STATION EMPLOYEES

that: Pursuant to Federal legislation (i.e., Public Resolution No. 96, of the 76th Congress, and the Selective Training and Service Act of 1940) any employe of this Company who has established a seniority date and who shall be ordered or inducted into the land or naval forces in accordance with such legislation, or has enlisted in the land or naval forces after the declaration of the existence of an emergency by the President of the United States on September 8, 1939, shall, upon completion of such service in the land or naval forces, be restored to such position with this Company, (including rights to promotion) to which his accumulated seniority entitles him, all in accordance with the then existing rules of the schedule agreement, the same as if he had remained in the service (such right to be exercised by the individual within five days from his reporting for duty), provided upon completion of his service he receives from the Government a certificate as provided by the law, or other proper evidence of release, is still qualified to perform the duties of such position, makes application for return to service within forty days after he is released from such training and service, and provided this Company's circumstances have not been so changed as to make it impossible or unreasonable to return him to his former position or a position of like seniority, status and pay; provided, that in connection with voluntary enlistments in the regular land or naval forces, the above will apply only to the first period of such enlistments.

The general purpose hereof is to provide that all such persons who return to the service of this Company in accordance with the provisions of the paragraph above, shall be considered as having been on leave of absence or furlough during their period of training and service, shall be restored to service without loss of seniority, and shall be entitled to participate in the insurance or other benefits offered by this Company pursuant to established rules or practices relating to employes on furlough or leave of absence.

Such employes, while so engaged in military or naval service will be granted free transportation to the same extent as though they were engaged in the active service of this Company.

FOR THE COMPANY:

By (Original Signed) A. C. Bradley  
Assistant to General Manager  
Pacific Electric Railway Company

Date: August 14, 1942

FOR THE EMPLOYEES:

By (Original Signed) L. M. Erickson  
General Chairman, Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employes



APPENDIX NO. 6

MEMORANDUM OF CONFERENCE

COVERING UNDERSTANDING IN CONNECTION WITH ASSIGNMENT OF STOWER AND LOADERS TO OUTSIDE AGENCIES AS STUDENT CLERK-WAREHOUSEMEN AT PREVAILING STOWER AND LOADER RATE OF PAY

RECITALS

The present National Emergency has created a condition where by experienced clerical and warehouse employes for service at outside agencies are not readily available. It is the desire of the parties hereto to formulate the following plan whereby this situation might be remedied by use of inexperienced employes from Roster No. 3 at such stations to familiarize themselves with the various duties at such outside agencies and thereby qualify for future assignments.

NOW THEREFORE the following shall constitute an understanding between the Pacific Electric Railway Company and the employes of the Transportation Department represented by the Brotherhood of Railway Clerks.

PLAN OF OPERATION

1. Applications will be received from any employe on Roster No. 3 desiring to qualify as Clerk-Warehouseman and assignment from such applications will be made by mutual agreement between the representative or representatives of the management and the representative or representatives of the Brotherhood of Railway Clerks.
2. From applications received, employes will be selected for a ninety (90) working day training period based upon education, previous experience, and general adaptability to railroad work. Employes so selected shall be assigned from designated list in seniority order.
3. Employes assigned under the above conditions will serve for a period not to exceed ninety (90) days and at the conclusion of such period such employes shall return to former position held immediately prior to the assignment made under these rules or in case such employe may have been on the extra board he shall return to such extra board or may exercise displacement under the provisions of Rule 36 of the current Agreement between the parties hereto.
4. Employes assigned under this plan shall receive the current rate of stower and loader.
5. Employes assigned under this plan will be used only at agencies mutually designated and agreed upon by the carrier and the organization, and no agency shall be used as a training station in excess of ninety (90) days in any calendar year, except by mutual agreement between the parties hereto.

6. It is understood that this arrangement is experimental and will not establish a precedent for the use of apprentice clerks.

This arrangement is effective August 15, 1942, and shall remain in effect subject to cancellation of thirty (30) days' written notice by either party.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley

FOR THE EMPLOYEES:

By (Original Signed) L. M. Erickson

APPENDIX NO. 7

MEMORANDUM OF AGREEMENT

TO PROVIDE FOR AMENDMENT AND REVISION OF THE PROVISIONS OF RULES 2, AND 25, EXEMPTIONS AND EXCEPTIONS, OF AGREEMENTS BETWEEN THE PACIFIC ELECTRIC RAILWAY COMPANY AND THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES, EFFECTIVE APRIL 1, 1935, and JUNE 1, 1935.

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RECITALS

Rules 2 and 25 of the Agreements between the Pacific Electric Railway Company and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, effective April 1, 1935, and June 1, 1935, set forth certain offices and departments to which the terms of the said Agreements shall not apply, and, in addition thereto, set forth certain positions deemed to be excepted from the Promotion, Assignment and Displacement Rules.

Subsequent to the effective dates of said Agreements certain changes in departmental functions, together with abolition and change of positions has resulted in condition whereby the parties hereto deem it advisable to revise and amend the provisions of the said Rules 2 and 25 in order that the exemptions and exceptions as provided therein shall more nearly conform to present organizational functions of the carrier.

NOW THEREFORE, it is mutually agreed that, effective July 1, 1943, Rules 2 and 25, Exemptions and Exceptions, of the said Agreements shall be consolidated and the same are hereby amended to provide as follows:

EXEMPTIONS AND EXCEPTIONS

(a) This Agreement shall not apply to the following positions:

EXECUTIVE DEPARTMENT

- |                           |               |
|---------------------------|---------------|
| (a) - President's Office  | All positions |
| (b) - Research Department | All positions |

LAW DEPARTMENT

All positions.

CHIEF SPECIAL AGENT'S OFFICE

All positions.

PASSENGER TRAFFIC DEPARTMENT

Traffic Inspector  
Traffic Engineer  
General Agents  
Passenger Agents  
Travelling Passenger Agents

FREIGHT TRAFFIC DEPARTMENT

Industrial Agent  
Assistant Industrial Agent  
General Agents  
Travelling Freight Agents  
Freight Claim Agent  
Chief Clerk - Freight Rates and Divisions  
District Freight Agent

PURCHASING DEPARTMENT

Senior Buyers

STORE DEPARTMENT

General Storekeeper - Torrance

MECHANICAL DEPARTMENT

Equipment Inspectors  
Staff Engineer

TRANSPORTATION DEPARTMENT

Office Manager  
Staff-Engineer  
Chief Supervisor of Schedules  
Schedule Supervisors

ENGINEERING DEPARTMENT

Assistant Engineers  
Field Engineers  
Junior Engineers  
Instrument Men (Rodmen and Chainmen)  
Design or Structural Engineers

LAND AND TAX DEPARTMENT

Tax Agent  
Secretary to Manager

GENERAL CLAIM DEPARTMENT

Officer Manager  
Claim Agents

TREASURY DEPARTMENT

Cashier

ACCOUNTING DEPARTMENT

Head Clerk - Disbursements Accounts Bureau  
Head Clerk - Freight Accounts Bureau  
Head Clerk - Miscellaneous Accounts Bureau  
Head Clerk - Passenger and Car Service Accounts Bureau  
Head Clerks - Timekeeping Bureau  
Chief Accountant  
Tax Accountant  
General Accountant  
Special Accountants  
Travelling Auditors

BUILDING DEPARTMENT

None.

PERSONNEL DEPARTMENT

Assistant Manager of Personnel  
Supervisor of Personnel Records and Employment  
Secretary

MEDICAL DEPARTMENT

Business Manager

(b) The following positions are excepted from Promotion, Assignment and Displacement Rules only:

PASSENGER TRAFFIC DEPARTMENT

Chief Clerk  
Chief Rate Clerk  
Secretary to Passenger Traffic Manager  
Service Clerk

FREIGHT TRAFFIC DEPARTMENT

Secretary to Freight Traffic Manager  
Chief Clerk - Freight Claim Department

PURCHASING DEPARTMENT

Chief Clerk  
Buyers

STORE DEPARTMENT

Store Inspector  
Foreman

MECHANICAL DEPARTMENT

Chief Clerk

TRANSPORTATION DEPARTMENT

(a) - Roster - 8

Chief Clerk

Supervisor of Public Time Tables

(b) - Roster - 3

General Foreman - Los Angeles Freight Station

Service Directors

*Chief Clerk - Schedule Book 5/10/42*  
ENGINEERING DEPARTMENT

Special Work Draftsman

Chief Clerk

Secretary to Chief Engineer

Contract and Agreement Clerk

Roadmaster's Clerk

Electrical Clerk

Electrical Draftsman

Signal Draftsman

GENERAL CLAIM DEPARTMENT

Chief Clerk

Claim Investigators

TREASURY DEPARTMENT

Paymaster and Collector

Secretary to Treasurer

Assistant Cashier

MEDICAL DEPARTMENT

Chief Clerk

Physiotherapists

X-Ray Technicians

Nurses

Secretary

ACCOUNTING DEPARTMENT

Assistant Head Clerk - Disbursement Accounts Bureau

Assistant Head Clerk - Freight Accounts Bureau

Assistant Head Clerk - Miscellaneous Accounts Bureau

Assistant Head Clerk - Timekeeping Bureau

BUILDING DEPARTMENT

Assistant to Manager  
Chief Engineer

This Memorandum of Agreement is effective July 1, 1943, and may thereafter be terminated upon thirty (30) days' written notice by either party and is otherwise subject to all of the terms and conditions of the current Agreements between the parties hereto, effective April 1, 1935 and June 1, 1935, together with revisions thereof.

Dated at Los Angeles, California, this 19th day of July, 1943.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (Original Signed) A. C. Bradley  
Manager of Personnel

FOR THE EMPLOYEES:

By (Original Signed) L. M. Erickson  
General Chairman

By (Original Signed) R. V. Rachford  
Division Chairman

APPENDIX NO. 8

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the Pacific Electric Railway Company and its employes represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, that the following rule shall be incorporated in and made a part of the respective agreements dated April 1, 1935 and June 1, 1935:

"TRAVEL TIME

(a) Employes temporarily required to perform service away from their headquarters shall be allowed time spent traveling between headquarters and point of assignment, including waiting time from end of actual travel period to commencement time of assignment and waiting time from time of completion of assignment to beginning time of actual traveling period. The maximum travel and waiting time allowable under this rule shall not exceed four (4) hours for each round trip. Time spent in traveling or waiting will be paid for at the pro rata rate based upon the assignment worked, subject to Rule 7.

(b) Employes regularly assigned to relief positions shall have a designated headquarters, and when required to perform service away from such designated headquarters, travel time shall be allowed in accordance with the provisions of Paragraph (a) of this rule. In the designation of a headquarters for employes regularly assigned to relief positions, the location of such headquarters shall be mutually agreed upon between the carrier and the organization.

(c) For the purpose of application of Paragraphs (a) and (b) of this rule, headquarters at Los Angeles shall be considered to include 6th and Main Terminal (including Surface tracks and Viaduct, together with appurtenances), Subway Terminal (including Olive Street), State Street Yard, Butte Street Yard, 8th Street Yard, Los Angeles Freight Station, Graham and Wingfoot. It is understood that travel time will not be allowed between any of the points enumerated in this Paragraph (c).

(d) Employes used under Paragraphs (a) or (b) of this rule when held away from headquarters will be allowed actual necessary expenses for lodging and for meals before or after assigned working hours.

(e) This rule shall not apply under any of the following described conditions:

(1) Traveling in exercise of seniority choice to take assignment, voluntarily transferring from one position to another, or after displacement.



(2) Employes hired at headquarters and sent to any other point to enter service.

(3) Employes relieved on account of sickness, or at their own request before completion of the day's work."

This Memorandum of Agreement is in effect as of September 1, 1944, and may thereafter be terminated upon thirty (30) days' written notice by either party and is otherwise subject to all of the terms and conditions of the agreements dated April 1, 1935 and June 1, 1935, together with revision thereof.

Dated at Los Angeles, California, this 14th day of August, 1944.

PACIFIC ELECTRIC RAILWAY COMPANY:

(Original Signed) A. C. Bradley  
Manager of Personnel

FOR THE BROTHERHOOD OF RAILWAY AND STEAM-  
SHIP CLERKS, FREIGHT HANDLERS, EXPRESS  
AND STATION EMPLOYES:

(Original Signed) L. M. Erickson  
General Chairman

APPENDIX NO. 9

MEMORANDUM OF AGREEMENT

The Servicemen's Readjustment Act of 1944 (commonly referred to as the "GI Bill of Rights"), hereinafter referred to as the Act, provides, among other things, for training and educational privileges, under certain specified circumstances, of persons who served in the active military or naval forces of the United States on or after September 17, 1940.

Certain former employes of the Company who have served or are now serving in the active military or naval forces of the United States, and whose seniority status and right to return to the Company's service are covered by the Selective Training and Service Act of 1940, as amended, may apply and qualify for educational privileges as provided for in the Act and be absent from the Company's service while engaged in such educational activities.

As it is the desire of the parties hereto to cooperate and to facilitate and assist the employes in obtaining the maximum benefits of the educational program as contemplated by the Act, it is hereby agreed by and between the parties as follows:

1. A former employe who holds seniority under the provisions of the agreement between the parties hereto, and who is eligible for reemployment and establishes such reemployment with the Company as provided for in the Selective Training and Service Act of 1940, as amended, either by constructively or actually returning to the service of the Company and who is qualified for vocational rehabilitation or education and training as provided for in the Act and who makes written application for a leave of absence to engage in such vocational rehabilitation or education and training, shall be granted leave of absence for the purpose of engaging in such vocational rehabilitation or education and training, and for an additional period not exceeding ninety (90) days after the completion or termination of such educational and training activity.
2. The employe, during the period of such leave of absence, shall retain and accumulate seniority in his class and upon return therefrom shall be privileged to exercise his seniority onto a position which his qualifications and accumulated seniority entitle him, in accordance with the applicable provisions of the collective agreement by and between the parties hereto.
3. The employe shall furnish to the proper Company officer a certificate or other written evidence of the fact that the absence on leave was in connection with the pursuit of the educational activities herein referred to, such certificate to show the date on which the activities were completed or terminated.
4. An employe, if he desires, upon giving five (5) days' written notice of his intentions, shall be privileged, during

vacation periods from such educational activities, to return temporarily to the Company's service while on leave of absence, and during such temporary returns to service shall be privileged to exercise his seniority in the same manner as provided in paragraph 2 hereof.

The foregoing agreement is in effect upon the date of execution thereof and may thereafter be terminated upon thirty (30) days' written notice by either party, and is otherwise subject to all of the terms and conditions of the agreement between the parties hereto, together with revisions thereof.

Dated at Los Angeles, California, this 15th day of June, 1945.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

(Original Signed) A. C. Bradley

FOR THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

(Original Signed) C. R. Reynolds  
General Chairman