

A G R E E M E N T

Between

PACIFIC ELECTRIC RAILWAY COMPANY

and

THE EMPLOYEES OF THE MECHANICAL DEPARTMENT

Represented By

SYSTEM FEDERATION NO. 159, RAILWAY  
EMPLOYEES' DEPARTMENT, A. P. of L.,  
MECHANICAL SECTION

Effective September 1, 1935  
(Corrected to November 1, 1946)



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APPENDIX "A"

Vacation Agreement effective with calendar year 1942.

APPENDIX "B"

Vacation Agreement supplemental to Agreement contained in Appendix "A" providing for additional vacation allowance, effective with calendar year 1945.

APPENDIX "C"

Memorandum of Agreement providing for conditions under which Helpers may be advanced to Mechanics, effective January 1, 1943.

APPENDIX "D"

Memorandum of Agreement providing for leaves of absence for returned military service personnel for vocational training and educational privileges pursuant to Servicemen's Readjustment Act of 1944.

## PREAMBLE

The obligation that rests upon the Management to provide, and the Employes to render honest, courteous and efficient service is recognized.

A spirit of co-operation between the Employes and the Management is essential to safe and efficient maintenance and operations, and both parties agree to so conduct themselves. The responsibility for success rests equally with the Employes and the Management.

File 013.2

Nov. 25, 1947

Mr. Geo. Evans  
Mr. R. L. Mankins  
Mr. E. W. Randig  
Mr. F. T. Grant:

W. C. S.  
NOV 29 1947

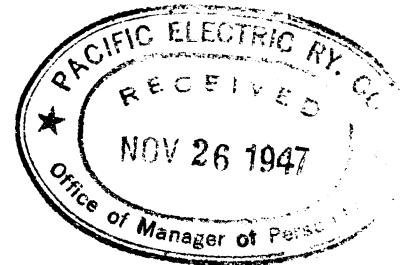
Ruling has been made on Rule 2(b) of the current agreement between Pacific Electric Railway Company and employes of the Mechanical Department as represented by System Federation No. 159, covering employes who are required to work during meal period as follows:

Straight time will be allowed for meal period, but if employe works 8-1/2 hours, time and a half will be allowed for the last 1/2 hour.

F. E. GEIBEL  
Superintendent of Equipment

L. R. McIntire  
DEC 1 - 1947

cc Mr. L. R. McIntire ✓  
Mr. Jno. J. Suman  
Pay Roll Accounts Bureau



RULE 1

HOURS OF SERVICE

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

(b) Where more than one shift is employed there will be no restriction on the starting time of shifts; lapping of shifts if necessary is permissible.

(c) The regular assigned working hours at each shop, car house, and yard shall be posted on a bulletin board, and the beginning and quitting time for any shift shall not be changed without twenty-four hours notice.

RULE 2

MEAL PERIOD

(a) The meal period shall not be less than 30 minutes nor more than one hour, subject to mutual agreement.

When a meal period is allowed, it will be between the beginning of the second hour and the ending of the sixth hour.

(b) Employees required to work during lunch period, shall receive straight time for time worked and will be allowed not to exceed twenty (20) minutes to eat without loss of time, at the first opportunity.

RULE 3

OVERTIME

(Effective May 16, 1945)

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.

Work performed by hourly rated employees on Sundays and the following legal holidays, viz.: 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 a holiday), shall be paid for at the rate of time and one-half.

The present practise of regularly assigning employees by bulletin to work on Sundays and holidays may be continued by



agreement between management and the General Committee.

For convenience in timekeeping, the minute basis, as herein referred to, shall mean that time allowances shall be computed on the basis of nearest five (5) minutes. Two (2) minutes or less will be dropped and three (3) minutes or over will be called five (5) minutes.

RULE 4

SECOND MEAL PERIOD

Except in cases of extreme emergency, employes will not be required to work more than ten hours without being permitted to have a second meal period, and such meal period will not be in excess of 30 minutes.

RULE 5

CALLED AND RELEASED

(a) Employes who are called or are required to report for work, and reporting, will be allowed a minimum of three hours' pay at pro rata rate.

(b) Employes who have completed their assigned tour of duty and have been released and who are required to return for further service will be paid on the basis of time and one-half of time actually worked with a minimum of three hours' pay at pro rata rate,

(c) Regularly assigned employes will be compensated at the rate of time and one-half on the actual minute basis for work performed continuous with and in advance of their regularly assigned work period.

RULE 6

CHANGE OF SHIFT

Employes required to change from one shift to another will be paid overtime rates for the first shift of each change, except when fourteen (14) hours has elapsed from the closing time of their regular shift, or when transferred at their own request, or, are notified at the end of the week of change to be effective the first day of following week.

(Underscored portion suspended effective March 5, 1940).

RULE 7

EQUALIZING TIME

When it becomes necessary for employes to work overtime, they shall not be laid off during regular hours to equalize the time. If overtime must be worked, same will be distributed as equally as possible among the employes who are eligible for said work.

As far as possible, all "Extra Time" shall be equally apportioned among all those who are eligible to do the work or who are regularly employed on such work.

Definition of "Extra Time"

By "Extra Time" is meant that time which is worked in excess of the regular assigned number of hours for all employes in any week but such that it can not be classified under the definition of overtime.

RULE 8

SLIDING SCALE

Employes required to fill position for two (2) hours or more of another employe receiving a higher rate of pay shall receive the rate of such position for the time so engaged (excluding Sundays and holidays), but if required to fill temporarily the place of an employe receiving a lower rate, his rate will not be changed.

RULE 9

FILLING VACANCIES

(a) In filling vacancies that may be desirable to employes in service, the principle of exercising seniority must carry with it the responsibility of maintaining efficient service. All vacancies, or new jobs created, will be bulletined. #Bulletins must be posted eight (8) days before vacancies are filled permanently. Employes desiring to avail themselves of this rule, will make application to the official in charge and a copy of the application will be given to the local chairman by the applicant. #Effective August 1, 1939. (Underscored portion only).

(b) An employe exercising his seniority rights under this rule will do so without expense to the carrier; he will lose his right to the job he left; and if after a fair trial he fails to qualify for the new position, he will have to take whatever position may be open.

## RULE 10

### LEAVE OF ABSENCE

(a) Except in case of physical disability, where the requirements of the service will permit employes will be granted leave of absence not to exceed 30 days with the privilege of renewal not to exceed 90 days in all. An employe absent on leave, who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper company officials, and committee representing employes.

(b) Employes of the carrier who are representing employes covered by these rules either as a local or general committee, will be granted leave of absence without unnecessary delay and without loss of seniority and rating.

## RULE 11

### SENIORITY

(a) Except as mutually agreed to, seniority of employes in each craft covered by this agreement shall be governed by system seniority. In making promotions and in filling vacancies seniority shall govern, if sufficient ability is shown.

### INTERPRETATION

(Effective February 15, 1940)

Seniority in a craft begins at the time the employe's pay starts in that craft.

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

Except where two or more employes are awarded a job in the same craft and class on the same bulletin, seniority as of the date of the award in the new craft shall be shown in the same order as their Mechanical Department seniority.

The term 'system seniority' shall mean that an employe of a craft at one point on the system may exercise his seniority in his craft at any other point on the system.

In filling vacancies or new jobs created, craft seniority shall govern if sufficient qualifications are shown.

(b) Seniority shall begin at the time employe enters the service of the carrier in the Mechanical Department.

(c) An employe covered by this agreement who has or may hereafter obtain a clerical position in the Mechanical Department,

shall retain and accumulate seniority in the Mechanical Department.

RULE 12

SENIORITY ROSTERS

Seniority rosters of all employes in each group of service, showing name and date of entering service, will be revised in January of each year and will be posted and be open for correction for a period of sixty (60) days from date of posting, on presentation of proof of error in writing by an employe or Local Committeeman. A seniority date that is not protested within sixty (60) days from date of its first appearance on seniority rosters will not thereafter be subject to protest, except for correction of typographical error. General Chairman shall be furnished copies of rosters.

RULE 13

TRANSFERS

Employes temporarily transferred from one point to another at the Company's request will retain all rights of his former assignment.

Temporary assignment will not be considered for a period of more than thirty days except in emergencies.

RULE 14

OFFICIAL POSITION

(a) Employes appointed to supervisory or official positions shall retain seniority date as per Rule 11(b).

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

RULE 15

FOREMAN - PROMOTION

Employes who come under the scope of this agreement will be considered for promotion to positions as Foreman and other Supervising positions.

RULE 16

FOREMANSHIP - FILLING TEMPORARILY

Should an employe be assigned temporarily to fill the position of a foreman, assistant foreman, or working foreman he shall get the rate and assume the conditions of the position so filled during such assignment.

RULE 17

LEAD WORKMEN

In small gangs a lead mechanic or workman shall be assigned who will take the lead and direct the work of other members of the gang. For such services a differential rate of five (5) cents per hour will be paid in addition to the established rate of the craft.

RULE 18

ABOLISHMENT OF POSITIONS

When positions are changed through reduction of force or the abolishment of positions, employes so affected will be given the privilege of placing themselves in such positions as their seniority and qualifications entitle them to, but only employes who are actually disturbed by such rearrangement of positions shall be permitted to so exercise their seniority.

RULE 19

REDUCTION IN AND RESTORATION OF FORCE

When necessary to reduce forces in any group, the reduction shall be made in inverse order of the seniority of the employes in the group affected.

When forces are subsequently increased, if within twelve (12) months, unless extended by proper authority, employes shall be returned to service in the order of their seniority.

Employes desiring to avail themselves of this rule, must file their address with the proper official at time of reduction and renew same each sixty (60) days and advise promptly of any change. Employes failing to renew their address each 60 days or to return to service within 10 days after being notified, or give satisfactory reason for not doing so, will forfeit their seniority.

RULE 19 (Continued)

In reducing forces, the ratio of apprentices shall not be increased.

NOTE: The employes committee will be privileged to negotiate the question of a reduction in hours in preference to a reduction in force.

RULE 20

COURT OR BOARD OF INQUIRY ATTENDANCE

An employe who is instructed by the Carrier to attend Board of Inquiry or to appear in Court will be furnished transportation and will be allowed for each hour while in actual attendance, or held for attendance, compensation at straight time rate, except that only a maximum of eight hours per day, at straight time rate will be allowed for being held for but not in actual attendance. No allowance will be made for being held on Sundays and holidays, for attendance on a subsequent day. If such allowance does not equal what the employe would have earned had he not attended or been held for attendance, the difference will be paid.

Necessary actual expenses will be allowed while away from headquarters. Any fee or mileage accruing to employe will be assigned to the Carriers.

RULE 21

DISCIPLINE, GRIEVANCE AND INVESTIGATION  
(Effective May 16, 1945)

(a) An employe who considers himself unjustly treated, or that this agreement as applicable to his craft is not being properly applied, shall have the right within ten (10) days after date of occurrence to submit the facts to his foreman for adjustment, in person, or through the duly authorized committee of his craft. If not satisfactorily adjusted with the foreman within ten (10) days from the date grievance is received by the foreman, the employe in person, or the duly authorized committee of his craft may, within fifteen (15) days after foreman's decision, appeal the case to the general foreman (Shop Superintendent at Torrance shops), and thence to the Superintendent of Equipment, or his designated representative. All appeals above the foreman shall be in writing and decisions will be given in writing, observing the same time limits for each appeal and each decision.

(b) If decision as provided for in Paragraph (a) is unsatisfactory, the employe, or the duly authorized representa-

tive of his craft, may appeal the case to the next higher officer up to and including the highest official designated by the carrier.

(c) No employe will be dismissed without a fair hearing. Suspension in proper cases pending a hearing, which will be held within ten (10) days of time charge is made or employe suspended, will not be considered a violation of this principle. At a reasonable time prior to the hearing, the employe will be apprized in writing of the precise charge against him.

The employe will have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented as provided for in paragraph (a) of this Rule 21. If the final decision decrees that charges against the employe are not sustained, the record shall be cleared of the charge; if it is found that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with his seniority rights unimpaired and compensated for the net wage loss, if any, resulting from said suspension or dismissal. Stenographic report of hearing will be taken if requested and employe's representative will be furnished with a copy.

## RULE 22

### CONFERENCE

(a) Conference between Local Officials and Local Committees, when authorized by the Officer in charge, will be held during regular working hours without loss of time to Committeemen.

(b) All conferences between committeemen preliminary to presenting a grievance will be carried on outside of regular working hours.

## RULE 23

### HELPER APPRENTICES

A man in training for the position of Mechanic working with or under the supervision of a mechanic or Foreman.

The number of Helper Apprentices shall be consistent with the requirements of the service as specified in Rule 24(g). A Helper Apprentice may be promoted to the position of Mechanic if a position is available, and he has qualified, in less than three years. At the expiration of three years' service as Helper Apprentice he will be offered promotion if a position is available. He may, if no position is open, continue as Helper Apprentice only until it is possible to promote him. At the expiration of three years' training Helper Apprentice who declines promotion

or fails to qualify when promoted, will be reduced to the Helpers class and rate of pay

(NOTE: See Appendix "C" also).

RULE 24

REGULAR APPRENTICES

(a) All apprentices must be able to speak and read and write the English language and have the equivalent of a grammar school education.

(b) All apprentices must be indentured and will be furnished a duplicate of indenture by the company. The company will also furnish every opportunity practicable for the apprentice to secure a complete knowledge of the trade.

FORM OF INDENTURE

(Subject to Requirements of National or State Laws)

(c) This is to certify that.....was employed as a.....apprentice by the Pacific Electric Railway Company at.....on.....19.... to serve.....years.

.....  
(Title of Officer in Charge)

SERVICE PERFORMED DURING APPRENTICESHIP

(d) .....  
.....  
.....  
This will certify that on.....19....  
.....  
completed the course of apprenticeship specified above and is entitled, if employed by the Pacific Electric Railway Company to the rates of pay and conditions of service of.....

.....  
(Name of Craft)

.....  
(Title of Officer in Charge)



RULE 24 (Continued)

(e) Applicants for regular apprenticeship will be between eighteen (18) and twenty-four (24) years of age, and if accepted, shall serve four (4) years.

(f) If retained in service, at the expiration of their apprenticeship they shall be paid not less than the minimum rate established for journeyman mechanics.

(g) Ratio of apprentices to craftsmen shall be governed by shop conditions, but at no time shall there be more than one (1) regular apprentice and one (1) helper apprentice to every ten (10) journeyman craftsmen, or majority fraction thereof.

Where regular apprentices are not available, ratio of helper apprentices may be increased.

(h) Two (2) apprentices shall not be assigned to work together as partners.

(i) If within six (6) months an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

RULE 25

FAITHFUL SERVICE

Employes who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage will be given preference to such light work as they are able to handle. Employes not able to handle regular assignments when possible will be given such work in their line as they can handle, and the rate of pay adjusted in conjunction with the local committee.

RULE 26

PAYING OFF

(a) Employes will be paid off during regular daylight working hours, semi-monthly.

(b) Should the regular pay day fall on a Sunday or holiday or days when the shops are closed down, men will be paid on the preceding day.

(c) Where there is a shortage equal to one day's pay or more, in the pay of an employe, a voucher to cover the shortage will be issued within 4 days after claim is allowed.

RULE 27

TOOLS

The company will furnish the employes such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 28

CONDITION OF SHOPS

Good cool drinking water shall be furnished at all times. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in good repair and in a clean, sanitary condition.

Shops, locker rooms and washrooms will be adequately lighted and heated, consistent with the source of heat and light available at the point in question.

RULE 29

POSTING OF NOTICES

A place will be provided inside all shops and car houses where proper notices of interest to employes may be posted by the committee. All such notices before posting shall be submitted to the proper shop official.

RULE 30

FREE TRANSPORTATION

(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 service.

(b) General and Local Committees representing employes covered by this agreement shall be granted same consideration as is granted Committees representing employes in other branches of the service.

RULE 31

PROTECTION TO EMPLOYEES

(a) All employes doing acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

(b) Mechanics and apprentices should be furnished sufficient competent help when needed to handle the work. When experienced helpers are available, they will be employed in preference to inexperienced men.

(c) Employes engaged in the washing and repairing of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons.

RULE 32

PERSONAL INJURIES

Employes injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon thereafter as practicable. Proper medical attention will be given at the earliest possible moment, and employes shall be permitted to return to work without signing a release pending final settlement of the case.

RULE 33

MACHINISTS' SPECIAL RULES QUALIFICATIONS

Any man who has served an apprenticeship or who has had four (4) years' experience at the machinists' trade and who by his skill and experience, is qualified and capable of laying out and putting together the metal parts of any machine or units of equipment, with or without drawings, and competent to do sizing, shaping, turning, boring, planing, grinding, finishing and adjusting the metal parts of any machine or unit of equipment shall constitute a machinist.

RULE 34

CLASSIFICATION OF MACHINISTS' WORK

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or power),

car and automotive equipment, pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring, engine inspecting, air equipment, lubricator and injector work; oxyacetylene, thermit and electric welding and the operation of all machines used in such work; including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work. On running repairs, machinists may connect or disconnect any wiring, coupling or pipe connections necessary to make or repair machinery or equipment.

Miscellaneous bench work, dismantling and assembling equipment, valve grinding and adjusting, babbitting axle and motor bearings, operating radial drill press, wheel press and grinder, and such work not properly classed as first class machinist work, but requiring more skill than for helper's work, will be considered as second class machinist work.

NOTE: This rule shall not be construed to prevent operators, firemen and cranemen of steam and electric shovels, ditchers, clam shells, wrecking outfits, pile drivers and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

#### RULE 35

##### MACHINIST HELPERS

Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on cars, and locomotives), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinder, attending tool room, machinery oiling, locomotive oiling, box packing, assisting in dismantling locomotives and cars, applying all couplings between car and locomotives and draft rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

#### RULE 36

##### BLACKSMITHS' SPECIAL RULES

Any man who has served an apprenticeship, or who has had four years' varied experience at the blacksmith's trade, and is able to take any work pertaining to his class and with or without the aid of drawings, bring it to a successful completion within a reasonable length of time shall be recognized as a journeyman blacksmith.

RULE 37

CLASSIFICATION OF BLACKSMITH'S WORK

Blacksmiths' work shall consist of welding, cutting, forging, shaping of metal; tool dressing and tempering, spring making, fitting and tempering, potashing, case hardening and annealing, hammersmithing, operating punch and shears for shaping and forming, flue welding under blacksmith foreman furnace operators, (heaters) when heating for hammersmiths working out of large furnaces; operating bulldozers, forging machines, bolt heading machines, drop forging, operating rolling mills, rivoting and other work recognized as blacksmiths' work.

RULE 38

BLACKSMITH HELPERS

(a) Helpers' work shall consist of helping blacksmiths, and apprentices, heating, operating steam hammers, punches and shears (cutting only bar stock and scrap) drill presses and bolt cutters; straightening old bolts and rods, cold; building fires, lighting furnaces, and all other work properly recognized as blacksmith helpers' work.

(b) Blacksmith Helpers required to prepare, or build coal or coke fires outside their regular working hours, shall be allowed thirty (30) minutes straight time for each fire built, or furnace prepared. Helpers assigned to start oil furnaces outside their regular hours, will receive time and one half for such service.

RULE 39

SHEET METAL WORKERS' SPECIAL RULES

QUALIFICATIONS

Any man who has served on apprenticeship, or has had four or more years' experience at the various branches of the trade, who is qualified and capable of doing sheet metal work as applied to buildings, machinery, locomotives, cars, etc. whether it be tin, sheet iron, or sheet copper, with or without the aid of drawings, and capable of bending, fitting and brazing shall constitute a sheet metal worker.

RULE 40

CLASSIFICATION OF SHEET METAL WORKERS' WORK

Sheet metal workers' work shall consist of tinning, coppersmithing in shops, yards, buildings or passenger coaches and motor coaches, locomotives, etc., the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, in connection with sheet metal workers' work the bending, fitting, cutting, threading, brazing, connecting and disconnecting pipes, and all other work generally recognized as sheet metal workers' work.

RULE 41

ELECTRICAL WORKERS' SPECIAL RULES QUALIFICATIONS

Any man who has served an apprenticeship or who has had four years' practical experience and sufficient education in the elementary theory of electricity to enable him to test for, locate and repair with or without aid of drawings, electrical and mechanical defects in electrical wiring systems; motors, generators, transformers and their controlling apparatus such as used on railroad systems; can lay out, install or rebuild wiring system for lighting, motors, generators, transformers and their controlling apparatus; shall be rated as an electrical worker.

RULE 42

CLASSIFICATIONS OF ELECTRICIANS

Electricians' work shall include electrical wiring, assembling, maintaining, repairing, rebuilding, inspecting, removing and installing of all generators, switch boards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, (work to be divided between electricians and helpers as may be agreed upon locally) inter-office telephone systems, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops and buildings and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractor and trucks; and all other work properly recognized as electricians' work.

RULE 43

ELECTRICAL WORKER HELPERS

Employees regularly assigned as helpers to assist electrical workers, stripping armatures, electric bench work (consisting of overhauling control equipment), inspecting and light repairs to electrical equipment on locomotives and passenger train cars, inspection and replacement of current collectors and appurtenances, also to perform such battery work as may be agreed upon locally as being helpers' work, connecting and disconnecting motor connections when removing trucks from motive equipment.

RULE 44

CLASSIFICATION OF CARMEN'S WORK

Carmen's work shall consist of building, maintaining, dismantling, painting, upholstering and inspecting all passenger and freight cars, and automotive equipment both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; electro-plating and locksmith's work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks, pipe and inspection work in connection with air brake equipment on all cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting (except roofs, floors, trucks,) varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of said blast machines or removing vats;) all other work generally recognized as painters' work under the supervision of the Mechanical Department; joint car inspectors, car inspectors, safety appliance and train car repairers; oxy-acetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

RULE 44-A

QUALIFICATIONS OF CARMEN

(Effective July 1, 1943)

Any man who has served an apprenticeship or who has had four (4) years' practical experience at carmen's work, and who with the aid of tools, with or without drawings, can lay out, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

RULE 45

CARMEN HELPERS

Employees regularly assigned to help carmen and apprentices, employees engaged in painting floors, roof and trucks, washing and scrubbing the inside and outside of passenger coaches preparatory to painting, car oilers and packers, stock keepers (car department), operators of bolt threaders, nut tappers, drill presses, and punch and shear operators, (cutting only bar stock and scrap), holding on rivets, striking chisel bars, side sets, and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, rebrassing of cars in connection with oilers' duties, cleaning journals, repairing steam and air hose, assisting carmen in erecting scaffolds, and all other work generally recognized as carmen helpers' work, shall be classed as helpers..

RULE 46

LABORERS' DUTIES

Laborer will be an employe required to assist helpers dismantle cars for retirement; clean tanks and bodies of cars, clean shops and grounds; wash chalk marks from cars; wash interiors of cars; unload materials and supplies; handle and sort scrap; and any other unskilled work.

RULE 47

LABORERS - Restriction

Laborers or similar workmen shall not be permitted to do helpers' work if regular helpers are available.

RULE 48

CLEANERS

"Cleaners' duties will consist of sweeping, dusting, scrubbing, washing interior and exterior of passenger cars, locomotives and motor coaches, taking care of signal equipment and all other duties recognized as Car Cleaners work. Cleaners assigned as Cleaner-Operators may be required to operate motor coaches in connection with their duties."

*Alma. H.  
11-20-48*

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RULE 49

WELDERS

Welding will be performed by welders employed as such or by mechanics selected for such work from the various crafts. Individuals or gangs so selected will weld any job irrespective of any classification of same.

RULE 50

EMERGENCY SERVICE - ROAD WORK

(a) An employee regularly assigned to work at a shop repair track or inspection point when called for emergency road work away from such shop, repair track or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with practice at home station, and will be paid straight time hours and overtime rates for overtime hours for all time waiting or traveling.

(b) Wrecking service outside of yard limit boards at home point will be paid for at the rate of time and one-half. If there are no yard limit boards, equivalent limits will be designated by agreement. This section of the rule to apply to rail service only.

RULE 51

APPLYING CLASSIFICATIONS

At all points except Torrance, where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary.

RULE 52

INTERPRETATION OF AGREEMENT

Whenever a ruling is made by the General Manager or his authorized representative, affecting the interpretation of any rule or part of a rule in this agreement, the General Chairman shall be furnished a copy of such ruling.

RULE 53

RATES OF PAY  
(Effective May 22, 1946)

CARMEN - PASSENGER

HOURLY

Carmen	\$ 1.235
Car Repairers	1.165
Helpers	
Less than one year's service	.975
Over one year's service	1.005
Machine Operators	1.025
Cleaners	.875

All present differentials to be maintained.

CARMEN - FREIGHT

Freight Carmen	1.165
Inspectors	1.165
Helpers	
Less than one year's service	.975
Over one year's service	1.005

All present differentials to be maintained.

MACHINISTS

Machinists	1.235
Helpers	
Less than one year's service	.975
Over one year's service	1.005
Auto-machinists	1.235
Auto-repairers	1.165
Auto Helpers	
Less than one year's service	.975
Over one year's service	1.005

All present differentials to be maintained.

SHEET METAL WORKERS

Sheet Metal Workers	1.235
Helpers	
Less than one year's service	.975
Over one year's service	1.005

All present differentials to be maintained.

RULE 53 (Continued)

ELECTRICAL WORKERS

HOURLY

Electrical Workers	\$ 1.235
Helpers	
Less than one year's service	.975
Over one year's service	1.005
Crane Operators-under 40 tons	1.195
Power House Operators	236.14 per month
	231.64 per month

All present differentials to be maintained.

BLACKSMITHS

Blacksmiths	1.235
Helpers	
Less than one year's service	.975
Over one year's service	1.005

All present differentials to be maintained.

March 17, 1948

Mr. Louis E. Brown, President  
System Federation No. 159  
207 North Chester  
Compton, California

Dear Sir:

Confirming understanding in conference March 12, 1948, it is agreed that effective April 1, 1948 new classification known as Special Leader will be established at Torrance Shops at hourly rate of \$1.39. It is understood that this position will be in charge of the so-called "Jerry Gang", and that vacancies in the position will be filled from employes enjoying seniority on the Carmen's roster.

It is understood, also, that it will not be necessary to bulletin the new position, and that employe presently assigned to the work will be assigned to the newly created position.

Will you please signify your acceptance on behalf of the employes represented by System Federation No. 159, with the understanding that the arrangement may be cancelled in accordance with Section 6 of the Railway Labor Act, as amended.

To the extent necessary, this arrangement will be considered as an exception to the provisions of Rule 53 of current agreement.

Very truly yours,

ACCEPTED:

---

Louis E. Brown, President,  
System Federation No. 159.

It is understood and agreed that the foregoing constitutes an agreement between the PACIFIC ELECTRIC RAILWAY COMPANY, and certain of its employees represented by SYSTEM FEDERATION No. 159, RAILWAY EMPLOYEES' DEPARTMENT, A.F. of L., MECHANICAL SECTION, covering rules and regulations governing rates of pay and working conditions of employees employed on the Pacific Electric Railway Company's Lines who fall within the scope of this agreement as hereinafter specified, and, except as otherwise provided, are in effect September 1, 1935, and, subject to the provisions of the Railway Labor Act, or agreement between the parties hereto, shall remain in effect, subject to thirty (30) days' notice in writing being given by either party of a desire to change or terminate same, or any portion thereof.

DATED AT LOS ANGELES, CALIFORNIA, this 1st day of  
NOVEMBER, 1946.

FOR THE PACIFIC ELECTRIC  
RAILWAY COMPANY:

\_\_\_\_\_  
L. R. McIntire,  
Manager of Personnel.

FOR THE EMPLOYEES:

\_\_\_\_\_  
Louis E. Brown, President,  
System Federation No. 159.

\_\_\_\_\_  
Louis E. Brown, General Chairman,  
Brotherhood of Railway Carmen.

\_\_\_\_\_  
B. A. Collins, Secretary,  
System Federation No. 159

\_\_\_\_\_  
B. A. Collins, General Chairman  
International Association of  
Machinists.

\_\_\_\_\_  
Robert Boyd, General Chairman,  
International Brotherhood of  
Blacksmiths, Drop Forgers and  
Helpers.

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W. F. Blythe, General Chairman,  
Sheet Metal Workers International

---

Denver T. Johnstone,  
General Chairman, International  
Brotherhood of Electrical Workers

---

E. O. Hawes, General Chairman,  
International Brotherhood of  
Firemen, Oilers, Helpers Round  
House and Railway Shop Laborers.

APPENDIX "A"

VACATION AGREEMENT

PREAMBLE

It is agreed between the Pacific Electric Railway Company (hereinafter referred to as the Carrier) and its employees 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.

Appendix "A"

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.



Appendix "A"

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 percent 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.

## Appendix "A"

(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 percent reduction in the existing rates of pay, is hereby withdrawn.

Appendix "A"

SIGNED AT LOS ANGELES, CALIFORNIA, This 12 Day of January, 1942.

For the Pacific Electric  
Railway Company:

(Orig.Sgd.) A. C. Bradley  
Asst. to General Manager.

For the employes represented by  
the participating labor organi-  
zations:

The Order of Railroad  
Telegraphers:

(Orig.Sgd.) N. D. Pritchett  
General Chairman.

Brotherhood of Railway & Steam-  
ship Clerks, Freight Handlers,  
Express and Station Employes:

(Orig.Sgd.) Geo. DeYoung  
General Chairman

Brotherhood of Maintenance of  
Way Employes:

(Orig.Sgd.) T. J. Finneran  
General Chairman.

Brotherhood of Railroad Signal-  
men of America:

(Orig.Sgd.) W. E. Rayne  
General Chairman

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

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

SUPPLEMENTAL VACATION AGREEMENT

PREAMBLE

This Agreement, supplemental to the Vacation Agreement of January 12, 1942, is entered into between the Pacific Electric Railway Company, hereinafter referred to as the carrier, and certain of its employes, represented by System Federation No. 159, Railway Employees' Department of the A. F. of L., Mechanical Section, pursuant to understanding of the parties signatory hereto involving a dispute pertaining to changes in the said Vacation Agreement of January 12, 1942, arising out of notice served by the organization, party hereto on or about June 26, 1944.

-----

Section 1: Articles 1 and 2 of the Vacation Agreement of January 12, 1942, are hereby continued in full force and effect only as to those employees, irrespective of length of service, covered by Article 2(a) and (b) of that agreement, and Sections 2, 3 and 4 of this Supplemental Agreement shall not apply to such employees.

Section 2: Except as provided for those employees covered by Article 2(a) and (b) of the Vacation Agreement of January 12, 1942, referred to in Section 1 hereof:

(A) Effective with the calendar year 1945 an annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year.

(B) Effective with the calendar year 1945 an annual vacation of twelve (12) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 160 days in each of five (5) of such years not necessarily consecutive.

Section 3: Except as provided for those employees covered by Article 2(a) and (b) of the Vacation Agreement of January 12, 1942, Article 1 of the Vacation Agreement of January 12, 1942, is superseded by Section 2 of this Supplemental Agreement.

Appendix "B"

Section 4: Except as provided for those employees covered by Article 2(a) and (b) of the Vacation Agreement of January 12, 1942, referred to in Section 1 hereof, if the basic straight time work week generally prevailing in this industry for any "craft or class of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by the organization signatory hereto, be reduced below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive work days constituting a vacation with pay for such "craft or class of employees" on Pacific Electric Railway under Section 2(A) and (B) hereof will be correspondingly reduced. The provisions of Article 3 of the Vacation Agreement of January 12, 1942 shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Section 5: Except to the extent that articles of the Vacation Agreement of January 12, 1942, are changed by this Supplement Agreement, the said agreement, including the interpretations as made by the parties to the Vacation Agreement of December 17, 1941 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 2(A) and (B) of this Supplemental Agreement certain words and phrases which appeared in the Vacation Agreement of December 17, 1941, are used. The said interpretations which defined such words and phrases referred to above as they appeared in the Vacation Agreement of December 17, 1941 shall apply in construing them as they appear in Section 2(A) and (B) hereof.

Section 6: Article 15 of the Vacation Agreement of January 12, 1942, as herein supplemented, is modified to read as follows:

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreement as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by 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 which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

Appendix "B"

Section 7: Blank

Section 8: Blank

Section 9: This agreement has been entered into as a compromise and without admission by either party, in full settlement of the request contained in the notice mentioned in the preamble, and none of the terms of this agreement nor the fact of making the same shall prejudice the rights of either party hereto in the event that changes shall hereafter be sought herein or in the agreement of January 12, 1942, as provided in Section 6 hereof.

SIGNED AT LOS ANGELES, CALIFORNIA, This 9th day of April, 1945.

FOR THE PACIFIC ELECTRIC  
RAILWAY COMPANY

(Orig.Sgd.) L. R. McIntire  
For A. C. Bradley,  
Manager of Personnel.

FOR SYSTEM FEDERATION NO.159,  
RAILWAY EMPLOYES' DEPARTMENT  
A.F.of L. MECHANICAL SECTION

(Orig.Sgd.) Louis E. Brown  
Louis E. Brown, General Chairman  
Brotherhood of Railway Carmen of  
America.

(Orig.Sgd.) B. A. Collins  
B. A. Collins, General Chairman,  
International Association of  
Machinists.

(Orig.Sgd.) Robt. Boyd  
Robt. Boyd, General Chairman,  
International Brotherhood of  
Blacksmiths, Drop Forgers and  
Helpers.

(Orig.Sgd.) W. F. Blythe  
W. F. Blythe, General Chairman,  
Sheet Metal Workers International  
Association.

(Orig.Sgd.) Denver T. Johnstone  
Denver T. Johnstone, (B.A.C.)  
General Chairman, International  
Brotherhood of Electrical Workers.

(Orig.Sgd.) E. O. Hawes (W.F.B.)  
General Chairman, International  
Brotherhood of Firemen and Oilers  
Helpers, Roundhouse and Railway  
Shop Laborers.

APPENDIX "C"

MEMORANDUM OF AGREEMENT  
(Advancing Helpers to Mechanics)

1. In the application of the Mechanical Department Agreement, effective September 1, 1935, between the Pacific Electric Railway Co., and System Federation No. 159, Railway Employees' Department, American Federation of Labor, Mechanical Section thereof, composed of:

- (A) International Association of Machinists
- (B) International Brotherhood of Blacksmiths  
Drop Forgers and Helpers
- (C) Sheet Metal Workers' International Association
- (D) International Brotherhood of Electrical Workers
- (E) Brotherhood Railway Carmen of America
- (F) International Brotherhood of Firemen, Oilers,  
Helpers, Round Houses and Railway Shop Laborers,

and in consideration of mechanics not being available for employment due to the shortage of mechanics resulting from the present National Emergency Defense Program, and in conformity with the request of the President of these United States that Labor and Industry make every effort to cooperate and provide the necessary materials and transportation for the successful prosecution of the War efforts to a victorious conclusion, it is the desire of the parties to this agreement to cooperate to the fullest extent for complete victory. Therefore, it is agreed to advance helpers to mechanics as needed under the following conditions and in the following order:

Helpers who have served four (4) years or more as helpers will be considered first, in their seniority order as helpers.

2. In advancing helpers to mechanics' work, the selections shall be made jointly by Management and General Chairmen of the respective crafts. When advancements are made under the provisions of this Memorandum of Agreement, the General Chairman of each craft involved will be furnished promptly, in writing, names, classifications and seniority dates of employes advanced.

3. Helpers who are advanced to mechanics under the terms of this Memorandum of Agreement shall be paid not less than the minimum rate established for mechanics in the craft to which such helpers are advanced.

4. Employes advanced to mechanics under the provisions of this Memorandum of Agreement will be used to fill vacancies created as a result of not being able to fill bulletined positions

Appendix "C"

by bid, and employes so advanced shall remain on position to which assigned without bidding rights as a mechanic.

5. In the event employes advanced to mechanics as herein indicated are subsequently considered not qualified to perform Mechanics' duties, the matter will be discussed and a decision rendered jointly in each case by Management and General Chairman of the craft involved before employe is returned with seniority rights unimpaired to previous classification.

6. In the advancement of helpers under the provisions of this Memorandum of Agreement, they will not establish seniority rights as a mechanic until they have worked as mechanics and accumulated four (4) years experience.

7. Helpers will establish seniority date as a mechanic on the first date subsequent to accumulating four (4) years experience, unless said helpers indicate in writing to Management, with copy to General Chairman, on the date prior to establishing seniority as a mechanic, it is their decision to return with accumulated seniority to their previous occupation.

8. When necessary to reduce forces, or in the abolition of positions, the junior employe advanced in the order as prescribed and not having established seniority rights as a mechanic, will revert to their former classification with seniority rights unimpaired, prior to laying off employes who have established seniority rights as mechanics.

9. ✓ If qualified mechanics become available while helpers are advanced as mechanics and before they establish seniority as mechanics, it is understood that such available mechanics will be employed, and, if necessary, displace the junior helpers advanced to mechanics under the provisions of this Memorandum of Agreement.

10. The ratio of apprentices shall be computed on the basis of the number of mechanics on the seniority roster who are regularly assigned.

11. This Memorandum of Agreement may be terminated upon thirty (30) days' written notice of desire to cancel when served by either party signatory hereto, upon the other.

This Agreement becomes effective January 1, 1943.

Dated at Los Angeles, California, January 6, 1943.



Appendix "C"

FOR THE PACIFIC ELECTRIC  
RAILWAY COMPANY

By (Orig.Sgd.) A. C. Bradley  
A. C. Bradley, Assistant to  
General Manager.

FOR THE EMPLOYES:

By(Orig.Sgd.) L. E. Brown  
President, System Federation  
No. 159

By(Orig.Sgd.) B. A. Collins  
Secretary, System Federation  
No. 159

By(Orig.Sgd.) B. A. Collins  
International Association of  
Machinists.

By(Orig.Sgd.) Robt. Boyd  
I.B. of B D F & Helpers

By(Orig.Sgd.) W. F. Blythe  
Sheet Metal Workers Inter-  
national Association

By(Orig.Sgd.) Denver T. Johnstone  
International Brotherhood of  
Electrical Workers

By(Orig.Sgd.) L. E. Brown  
Brotherhood of Railway Carmen  
of America

APPENDIX "D"

MEMORANDUM OF AGREEMENT

between

PACIFIC ELECTRIC RAILWAY COMPANY

and

employees represented by

THE ORGANIZATION SIGNATORY HERETO

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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 16, 1940.

Certain former employees 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 employees 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 employee 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 employee, 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

Appendix "D"

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 employee 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 employee, 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

(Orig.Sgd.) A. C. Bradley  
A. C. Bradley,  
Manager of Personnel

FOR SYSTEM FEDERATION NO.159,  
RAILWAY EMPLOYEES' DEPARTMENT  
A.F.L., MECHANICAL SECTION

(Orig.Sgd.) Louis E. Brown  
Louis E. Brown,  
General Chairman BRRC of A.

(Orig.Sgd.) B. A. Collins  
B. A. Collins,  
General Chairman IA of M.

(Orig.Sgd.) Robt. Boyd  
Robt. Boyd,  
General Chairman IBBDF & H.

(Orig.Sgd.) W. F. Blythe  
W. F. Blythe,  
General Chairman SMWIA

(Orig.Sgd.) Denver T. Johnstone  
Denver T. Johnstone,  
General Chairman, IBEW.

(Orig.Sgd.) John Kincaid by C  
General Chairman, International  
Brotherhood of Firemen & Oilers  
Helpers, Roundhouse & Railway  
Shop Laborers.