

A G R E E M E N T

BETWEEN

PACIFIC ELECTRIC RAILWAY COMPANY

AND THE

AMERICAN TRAIN DISPATCHERS ASSOCIATION

TRAIN DISPATCHERS

EFFECTIVE NOVEMBER 1, 1936

(Corrected to Include Revisions to March 4, 1944)

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THE FOLLOWING RULES CONSTITUTE AN AGREEMENT BETWEEN
PACIFIC ELECTRIC RAILWAY COMPANY

and the
AMERICAN TRAIN DISPATCHERS ASSOCIATION

TO GOVERN THE HOURS OF SERVICE AND WORKING CONDITIONS
OF TRAIN DISPATCHERS.

ARTICLE 1

SCOPE

(a) This agreement shall govern the working conditions of train dispatchers.

(b) When classification does not conform to this Article, employees performing service in the class specified shall be classified accordingly.

ARTICLE 2

HOURS OF SERVICE - OVERTIME

(a) Eight (8) consecutive hours shall constitute a day's work for train dispatchers.

#(b) Time worked in excess of eight (8) hours on ["]any day,["] exclusive of the time required to make transfer, will be considered overtime and shall be paid for at the rate of time and one-half on the minute basis.

NOTE: The term "time required to make transfer," as used in Article 2(b) above, includes the time it is necessary for the train dispatcher who is being relieved, to turn over to the relieving train dispatcher the information necessary to permit the relieving train dispatcher to fully and completely begin dispatcher service on the track to which he is assigned. A train dispatcher who is required to remain in charge during the time transfer is being made will not be considered as having accrued overtime. Except to extent provided herein with respect to transfer time, a train dispatcher required to remain on duty after the expiration of his tour of duty will be paid for such time as overtime.

*3rd Union
3094*

*means in
"24 hours"*

Revised effective April 1, 1942 (Memorandum of Agreement)

ARTICLE 3

REST DAYS AND RELIEF SERVICE

#(a) Each regularly assigned train dispatcher (and extra train dispatchers, who perform six consecutive days' service) will be entitled and required to take one regularly assigned day off per week as a rest day, except when unavoidable emergency prevents furnishing relief. A regularly assigned train dispatcher required to perform service on the rest day assigned to his position will be paid at rate of time and one-half. An extra train dispatcher required to work seven consecutive days as a train dispatcher will be paid time and one-half for service performed on the seventh day.

NOTE: The term "rest day", as used in Article 3(a), means that for a regularly assigned train dispatcher, 48 hours, and for a relief train dispatcher (who performs six consecutive days' service as train dispatcher) 32 hours, shall elapse between the time required to report on the day preceding the "rest day" and the time required to report on the day following the "rest day". These definitions of the term "rest day" will not apply in case of transfer account train dispatchers exercising seniority.

Revised effective April 1, 1942 (Memorandum of Agreement)

(b) The management shall designate an established rest day for each position in accordance with the foregoing section. Reasonable notice shall be given of change of assigned rest day.

(c) Where relief requirements regularly necessitate four or more days of relief service per week, relief positions shall be established and the incumbent paid the daily rate of each train dispatcher relieved, and when not engaged in such service, will be assigned to other service and paid therefor commensurate with the other service rendered.

(d) Relief requirements of less than four days per week regularity will be performed by extra train dispatchers, who will be paid the daily rate of each train dispatcher relieved.

#(e) Effective with the calendar year 1944, an annual vacation of two weeks (12 working days) with pay will be granted to each dispatcher, covered by the scope of each respective agreement, who rendered compensated dispatcher's service on not less than one hundred sixty (160) days during the preceding calendar year, under the following conditions:

(Note: A shift which extends from one calendar day into another shall be counted as one day in computing the 160 days referred to above.)

(1) When vacations are afforded

(a) A dispatcher having a regular assignment will be paid while on vacation the compensation of such assignment.

(b) A dispatcher not having a regular assignment will be paid while on vacation on basis of the average straight time compensation earned as a dispatcher in the last payroll period preceding the vacation during which he performed service.

(2) When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(a) A dispatcher having a regular assignment will be paid in lieu of vacation the compensation of such assignment.

(b) A dispatcher not having a regular assignment will be paid in lieu of vacation on basis of the average straight time compensation earned as a dispatcher in the last payroll period during which he performed service preceding the close of the vacation year.

(3) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in either of such schedules.

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

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

(6) The terms of this Section shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule of a dispatchers' agreement, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Adopted March 4, 1944 - Mediation Agreement - Case A-1572-F

ARTICLE 4

RATES AND APPLICATION OF PAY

(a) Train dispatchers shall be monthly employees, but the monthly compensation shall be computed on a daily basis.

(b) The daily rate of pay shall be determined by multiplying the regular monthly rate by twelve and dividing the result by 313.

(c) Loss of time on account of the hours of service law or in changing positions by direction of the management shall be paid for at the rate of the position for which service was performed immediately prior to such change. This does not apply in case of exercising seniority.

(d) Train dispatchers notified or called to perform work not continuous with, before, or after the regular work period, or to attend company's investigations, in which they are not directly involved, will be allowed a minimum of three (3) hours for two (2) hours or less, and if held in excess of two hours pro rata time will be allowed on the minute basis. Men will not be required to attend company's investigations during their normal rest period, except in extreme cases requiring immediate investigation. Should such service cause loss of time from regular assignment, compensation shall not be less than they would have earned had such interruption not occurred.

(e) The wages for new positions shall be the same as the wages for positions of equal scope and responsibility in the district where created.

ARTICLE 5

SENIORITY *See Art. on Redating*

#(a) A train dispatcher's seniority will date from the time he last entered service as such except those employed or promoted from other service who are not experienced train dispatchers after November 1, 1936, will, upon completion of the required qualification period and the passing of required examination, be given their seniority at the completion of the first day they actually perform the duties of a qualified train dispatcher.

NOTE: It is understood that up to the first day's actual performance of the duties of a qualified train dispatcher, the employee has no recourse if the management decides he has not shown sufficient fitness and ability for the position.

Revised effective December 20, 1937 - Memorandum of Agreement.

(b) Seniority rights of qualified train dispatchers shall extend to all train dispatcher positions on the System, but can only be exercised when vacancies occur, new positions created, or as otherwise provided in this agreement.

(c) A complete list of all those entitled to seniority as train dispatchers, showing their seniority date as such, will be compiled in January of each year and kept on file in train dispatchers' office open for inspection of all concerned. Seniority lists and dates will be considered as permanently established if not protested in writing within thirty (30) days from date of first posting. Errors in carrying names and dates forward from one

roster to another will be corrected upon notice thereof. Five copies of lists will be furnished Chairman.

(d) In filling positions of train dispatchers, fitness and ability being sufficient, seniority will be observed.

(e) Vacancies and new positions known to be of twelve (12) days or more and less than six (6) months duration will be subject to seniority choice of regularly assigned train dispatchers on the train dispatching district, the final vacancy awarded to qualified extra train dispatchers in the order of their seniority choice on such district; at expiration of such vacancies or new positions, will revert to their regular assignments or extra list.

*Amended
Agreement
3-1-47. 6/16
3-16-47*

* Note: Vacancies and new positions of less than twelve (12) days may be confined to extra men on the district.

* Memorandum of Understanding - October 30, 1936.

(f) Vacancies and new positions known to be of six (6) months or more duration will be filled as follows:

Regular assigned train dispatchers on the System will be entitled to transfer to such positions or to positions made vacant by such re-arrangement of forces and the final vacancy advertised to all extra train dispatchers.

(g) Notices shall be issued, if information is obtainable sufficiently in advance to permit assignment at the time positions are available. Applications must be made in duplicate, personally signed, within five (5) days and assignment made within ten (10) days from date of notice; one copy of application will be returned to applicant as acknowledgement.

NOTE: It is understood that if an applicant for a position has been qualified as train dispatcher in accordance with Section (a) of this Article on one district and is the senior applicant for a position on another district (either by bid or displacement) he will have a fair and reasonable opportunity to qualify and his right of appeal shall not be abridged if disqualified. Breaking in to learn Board and Sheets will be done at his own expense.

(h) In event a train dispatcher applying for and awarded a position declines to accept it, the position will be filled from the remaining list of qualified applicants, according to seniority without re-advertising. Failure to bid for or to accept a position will not cause forfeiture of seniority.

(i) Train dispatchers now filling or hereafter accepting official positions with the Company or the American Train Dispatchers Association will retain their seniority rights. If returned to active service as train dispatcher within one year of date of acceptance of official position, may return to the position vacated;

after one year, if qualified, they may exercise seniority to displace the junior assigned train dispatcher on the System, otherwise they may go on the extra list and thereafter exercise full seniority to obtain vacancies or new positions, provided this displacement is exercised within thirty (30) days from date of loss of official position.

NOTE: It is understood that a position to come under the term official must carry a higher or equal classification and monthly wage rate of train dispatcher.

(j) A train dispatcher losing his regular assignment by reason of force reduction or displacement, may, if qualified, within five (5) days, (or if on leave of absence, within five (5) days from date of return) displace any train dispatcher his junior as shown on seniority roster.

(k) Train dispatchers may be granted leave of absence, limited except in case of physical disability, to ninety consecutive days in any twelve (12) months period, without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the management and the System Committee. Returning from leave of absence, if qualified, may exercise seniority to obtain any position that would have been available during such leave of absence, provided this privilege is exercised within five (5) days from date of return.

(l) Except in case of emergency, not to exceed forty-eight (48) hours, extra men will be used in the order of their seniority choice for all extra work, if qualified. If no extra man exercises his seniority choice, the extra work will be assigned to the senior extra man. If a senior extra man does not apply for a period of extra work when available to him, he will not be permitted to displace a junior man on that vacancy.

(m) The non-performance of work as train dispatcher for a period of ninety (90) days, will cause forfeiture of seniority, except when caused by sickness, no work available in accordance with seniority, or as otherwise provided in this agreement.

(n) Train dispatchers will not be permitted to relinquish a regular assignment as train dispatcher and work in other departments for the company, except as provided in Section (i) of this Article, without forfeiture of seniority as train dispatcher or by agreement.

*Note: By agreement between the organization and management, regular assignment may be relinquished and seniority retained. ✓

*Letter Agreement dated January 10, 1944 - Case ATD-801.

(o) Extra train dispatchers may work in other departments for the company without forfeiture of seniority, provided they do not decline work as train dispatcher when available in accordance with their seniority, except as provided in Sections (i), (k) and (l) of this Article.

(p) Train dispatchers will retain seniority in class from which promoted to the extent that agreement with other classes will permit.

ARTICLE 6

DISCIPLINE - INVESTIGATIONS

(a) A train dispatcher 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 offence or held from service. A decision will be rendered within ten (10) days after completion of investigation. Investigation will be held at such time as not to cause employee to lose rest or time whenever practicable to do so.

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

(c) If a transcript of the evidence is taken at the investigation or on the appeal, a copy shall be furnished on request of Committee Chairman.

(d) The decision of the officer holding the investigation may be appealed in writing to the next highest officer by the employee or his representative, within ten (10) days from 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, employee may be assisted by duly accredited representative, and decision will be rendered within ten (10) days thereafter.

(e) An employee 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 occurrence of the alleged unjust treatment.

(f) If an employee is suspended, the suspension shall date from the time he was taken out of service.

(g) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and paid for net wage loss, if any.

ARTICLE 7

ATTENDING COURT

When, by request of the Company, train dispatchers are used as witnesses at inquests or suits brought or defended by the

Company, they will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses. Should such service fall on their rest day, they shall be compensated as if it was a work day. Any fee or mileage accruing to employee will be assigned to the carrier.

ARTICLE 8

MISCELLANEOUS

(a) Reasonable notice will be given of reduction in force or change of hours of assigned positions.

(b) The same consideration in issuance of free transportation will be granted to train dispatchers and their dependents as generally accorded other subordinate officials and employees.

(c) This agreement becomes effective on November 1, 1936, and shall continue in effect, (Subject to Municipal, State or Federal legislation) for one year and thereafter until either party desiring to change or cancel it shall have given the other party thirty (30) days' notice in writing of intention to cancel it, or of the changes desired, unless another date is mutually agreed to.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By

A. C. BRADLEY, Assistant to General Manager

FOR THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

By

A. M. GORMAN, General Chairman

C. A. NEWMAN, Vice General Chairman

F. L. McCULLEY, Vice General Chairman

Dated at Los Angeles, California
October 24, 1936

Revisions approved at Los Angeles, California, the 25th
day of March, 1944.

FOR THE AMERICAN TRAIN DISPATCHERS
ASSOCIATION

FOR THE PACIFIC ELECTRIC
RAILWAY COMPANY

F. L. McCulley, General Chairman.

A. C. Bradley,
Manager of Personnel.

MEMORANDUM OF UNDERSTANDING

IT IS MUTUALLY AGREED BETWEEN THE PACIFIC ELECTRIC RAILWAY COMPANY, HEREINAFTER REFERRED TO AS THE CARRIER, AND THE AMERICAN TRAIN DISPATCHERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE ASSOCIATION, THAT THE APPLICATION OF THE AGREEMENTS BETWEEN THE ABOVE NAMED PARTIES TO THIS UNDERSTANDING, GOVERNING THE HOURS OF SERVICE AND WORKING CONDITIONS OF TRAIN DISPATCHERS, TERMINAL FOREMEN AND STATION MASTERS, ARE SUPPLEMENTED AS FOLLOWS:

(1) The provisions of Article 3(c), of said agreements, will be established effective as of December 1, 1936, During period between November 1, 1936 and December 1, 1936, qualified extra men will be assigned for relief purposes in accordance with Article 5(e) and assignments will be made December 1, 1936, as provided for in Article 5 (f) and (g).

(2) The provisions of Article 2, of said agreements will be established as of December 1, 1936.

(3) In the application of Article 3(c), the carrier may establish relief positions to cover assignments in more than one class also more than one district.

(4) Positions, where train dispatchers perform terminal foremen duties or terminal foremen perform train dispatcher duties, may be continued or established under either classification (title).

(5) Employees in the class, represented by the Association, shall be privileged to undertake to qualify for positions in the other classes, in accordance with the rules governing each class.

(6) The carrier may use employees, not covered by the agreement covering station masters, to take care of station masters work for fractional periods, necessary to protect such work for the regular period of time that stations are kept open, provided such service does not exceed three (3) hours forty-five (45) minutes per day for any individual, nor exceed six (6) hours per day for all such employees so used.

(7) Employees working under the direction of train dispatchers, diverting traffic, single tracking account of construction work or obstructions and or account of other such interruptions, will not be classified as train dispatchers and such work will not come within the Scope of the train dispatchers agreement.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By A. C. BRADLEY, Assistant to General Manager

FOR THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

By
A. M. GORMAN, General Chairman
C. A. NEWMAN, Vice General Chairman
F. L. McCULLEY, Vice General Chairman

Dated at Los Angeles, California
October 24, 1936

SCHEDULE OF RATES OF PAY

(Pursuant to Mediation Agreement dated at Chicago, Illinois,
March 4, 1944, Mediation Case No. A-1572-F)

TRAIN DISPATCHERS

Effective 1-1-44

Monthly	\$ 281.60
*Daily	10.80
Hourly	1.35
Overtime	2.025

*12 times the monthly rate divided
by 313.