

A G R E E M E N T

Between the

PACIFIC ELECTRIC RAILWAY COMPANY

and the Employes represented by

UNITED TRANSPORT SERVICE EMPLOYES OF AMERICA

Effective July 1, 1942.

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The following constitutes an agreement

between the

PACIFIC ELECTRIC RAILWAY COMPANY

and the Employes represented by

UNITED TRANSPORT SERVICE EMPLOYES OF AMERICA

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### SCOPE

These rules shall govern the hours of service and working conditions of Red Cap Station Porters employed at Sixth and Main Street Station, Subway Terminal, and the Los Angeles terminal of Motor Transit.

Supervisory positions such as "Head Red Cap" may be established at the option of the management, who will work with and supervise the work of other Red Cap Porters. These supervisory positions will be appointive and will be excepted from the provisions of all Promotion, Assignment, Displacement, and Overtime rules, Nos. 3, 10, and 11. These positions will be filled from employes on the roster of the Red Caps if they have demonstrated sufficient fitness and ability for such promotion. Incumbents thereof shall retain and continue to accumulate seniority.

For such supervisory service a differential rate of five (5¢) cents per hour will be paid in addition to the established rate of Red Cap Station Porters.

### RATES OF PAY

RULE 1. Rates of pay for such employes are as enumerated in Wage Schedule herein.

### HOURS OF ASSIGNMENT

RULE 2. Hours of assignment, in meeting service requirements, may be made under following conditions:

Continuous Service Basis - Full Time.

- (a) Eight (8) consecutive hours, or eight (8) hours, exclusive of meal period, shall constitute a day's work.

Intermittent Service Basis - Full Time.

(b) Where service requirements are intermittent, except as otherwise agreed to, eight (8) hours actual time on duty within a spread of thirteen (13) hours shall constitute a day's work.

NOTE: Under this rule and any agreed extension of spread, except for meal period, time will be counted as continuous in all cases where the interval of release from duty does not exceed one (1) hour.

(c) If and when Red Cap service is established at points outside of Los Angeles, service requirements shall govern the maximum spread of intermittent full-time assignments, which shall be as reasonable as practicable according to circumstances.

Part-Time Assignments

(d) Part-time employes may be regularly assigned to serve a prescribed number of hours, not less than two (2) at one or more periods of the day (or night) to take care of peak service requirements; they will be paid on basis of actual time required to be on duty at straight time rate.

Relief Service

(e) Employes performing relief service will be paid on same basis as employe being relieved.

OVERTIME - CALLS

RULE 3. Employes who are assigned to designated hours of service, who, by proper authority are required to be on duty outside of but continuous with their regular hours of assignment, will be allowed overtime on actual minute basis at pro rata rate. An employe serving on regular assignment, who, after having completed such assignment and has been released for one (1) hour or more, is called back for other service, shall therefor receive not less than two (2) hours pay.

NOTE: Employes will not be required to take time off during their regular hours of assignment to absorb overtime. No overtime will be worked except by direction of proper authority.

#### REST DAY

RULE 4. So far as practicable, consistent with the requirements of the service, hourly rated employes assigned on an eight (8) hour continuous, eight (8) within nine (9) hours, or intermittent basis, shall be allowed one (1) day of rest in seven (7) (not necessarily Sunday). Days of service may be assigned when necessary to comply with this rule. Employes required to work their relief day in an emergency or because extra men are unavailable, shall be compensated at straight time rates.

#### TRAVEL TIME

RULE 5. Employes required by the Management to travel from one point to another to perform emergency or other service and returning therefrom will be paid for time so traveling, except for such hours as the employe may already be under pay in connection with his assigned hours at his home station. Time consumed in traveling in connection with (a) the exercise of seniority, or (b) where trip is made of the employe's own volition, or (c) where for purpose of relieving an employe who is taking time off of his own accord, will not be paid for.

#### ATTENDING COURT

RULE 6. Regularly assigned employes ordered to attend court as witnesses in the service of the Company, shall be paid not less than they would have earned on their assignment. Unassigned employes so required to attend court will be paid on same basis as if they were working, with maximum of eight (8) hours in any one day. Reasonable necessary expenses will be allowed employes so required to leave home station. Any fees or mileage accruing will be assigned to the Company.

#### SENIORITY BEGINS

RULE 7. Seniority will begin as of the first date of service of employe as Red Cap Station Porter. Where two or more employes enter upon their duties at the same hour on the same day in the same seniority district, employing officer shall at that time designate the respective rank of such employe.

#### SENIORITY ROSTER

RULE 8. A seniority roster, covering employes coming within the scope of this agreement, will be posted in an accessible place. It will be revised in January of each year and shall be open for correction for period of sixty days. Unless request is made within sixty days from date name first appears on seniority roster, it will not thereafter be subject to change, except for typographical error.

## SENIORITY DISTRICT

RULE 9. Seniority will extend over the entire system.

### FILLING POSITIONS - VACANCIES

RULE 10. (a) New positions and/or vacancies, known to be of duration of thirty (30) days or more, will be bulletined and will be open for bid for period of five (5) days (bulletin to expire at midnight); they will be filled on basis of seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail; the Management to be the judge, subject to appeal.

(b) An employe who is assigned to a bulletined position and fails, within a reasonable time, to demonstrate fitness and ability shall vacate the position on which disqualified, and may return to his former position if filled by a junior employe, or may displace any junior employe.

### DISPLACEMENTS - SENIORITY

RULE 11. An employe losing a position to which he has regularly been assigned will, upon application, within five (5) days, be privileged to displace a junior employe, in connection with which seniority, fitness and ability will govern as provided for in Rule 10.

If on leave of absence at time employe so loses his position, application for desired displacement must be made within five (5) days from date of return to service.

NOTE: Seniority changes that may be made under the application of these rules will be without extra expense to the Company.

### REDUCTION OF FORCES

RULE 12. When forces are reduced, seniority rights shall govern. When forces are subsequently increased, if within 12 months, 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 thirty days and advise promptly of any change. Employes failing to renew their address each thirty days or to return to service within 10 days after being notified or give satisfactory reason for not so returning, will forfeit their seniority.

### OTHER POSITIONS

RULE 13. Employes filling other positions or performing other service for the company, or serving as representative of the organization

(when such latter service is allocated to the territory covered by this agreement) shall retain and continue to accumulate seniority on the roster from which promoted.

#### TRANSFERS

RULE 14. Employees may, with the approval of the Management and concurrence of the Organization, exchange positions and/or seniority, each taking the seniority date of the junior.

NOTE: Such exchanges of seniority or transfer will not affect the continuity of service.

#### TRANSPORTATION - FREE

RULE 15. Employees covered by these rules will be given the same consideration in the granting of free transportation as is granted other employees in the service.

#### LEAVE OF ABSENCE

RULE 16. (a) An employe may be granted leave of absence limited except in case of physical disability, to ninety (90) days in any year without loss of seniority. Retention of seniority during longer leave of absence, but in no case to exceed one (1) year, may be arranged if agreed to by the Management and General Chairman. Leave of absence for periods of thirty (30) days or more must be in writing.

(b) Member of General or Local Committee, representing employes covered by these rules, will be granted leave of absence without unnecessary delay and without loss of seniority, for handling of disputes arising under the provisions of this Agreement.

#### ACCEPTED EMPLOYES

RULE 17. 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.

#### INVESTIGATIONS - APPEALS

RULE 18. (a) An employe disciplined, or who considers himself otherwise unjustly treated, shall have a fair and impartial hearing, at which he may be represented by an officer of the Organization or an employe of his

choice, who is of the same grade of service, provided written request is presented to his immediate superior within ten (10) days of the date of advice of discipline, or the date of alleged unjust treatment, and hearing shall be granted within ten (10) days thereafter, unless another time is agreed upon.

(b) In event an employe, who is given an investigation as provided in Section (a) hereof, is dissatisfied with the conclusion reached he may within ten (10) days from date decision is rendered, in writing appeal his case, which will be subject to handling by the highest officer designated by the Company. If final decision rendered is in favor of the employe, he will be returned to the service without prejudice and reimbursed for net wage loss.

If a Stenographic report of investigation is taken, a copy will be furnished to the General Chairman upon request.

TIME CLAIMS DISALLOWED

Rule 19. 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.

WAGE SCHEDULE

Red Cap Station Porter . . . . . <sup>75.5¢</sup>~~46¢~~ per hour.

THIS AGREEMENT shall be effective as of July 1, 1942, and shall continue in effect until changed as provided for herein or under the provisions of the Railway Labor Act.

Should either of the parties to this agreement desire to cancel, revise or modify these rules, thirty (30) days written notice shall be given, such notice to contain the changes proposed.

FOR THE PACIFIC ELECTRIC RAILWAY CO.

A. C. Bradley

Asst. to General Manager

FOR THE UNITED TRANSPORT SERVICE  
EMPLOYES OF AMERICA

John R. Hoskins

General Chairman

Los Angeles, California



MEMORANDUM OF AGREEMENT

It is hereby understood and agreed between the Pacific Electric Railway Company and the Red Cap Station Porters, represented by the United Transport Service Employees of America, that the carrier reserves the right, without negotiation or agreement, to inaugurate so called "check and charge" plan at its discretion and at any time.

This Memorandum of Agreement shall become effective as of July 1, 1942, and shall become a part of the general agreement effective July 1, 1942, and shall run concurrently therewith and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, amended.

FOR THE PACIFIC ELECTRIC RAILWAY  
COMPANY

By A. C. Bradley  
Assistant to General Manager

FOR THE EMPLOYEES

by John R. Hoskins

Los Angeles, California  
July 28, 1942.

METROPOLITAN COACH LINES  
610 S. Main St.  
Los Angeles 14, California

File: United Transport Service  
Employes

October 12, 1953

Mr. William L. Daniels, West Coast Representative  
United Transport Service Employes of America  
1311 - 66th Street  
Berkeley 2, California

Dear Sir:

Consistent with our telephone conversation of recent date, you are hereby advised that effective October 1, 1953, Metropolitan Coach Lines will consider the agreement between Pacific Electric Railway Company and employes represented by the United Transport Service Employes of America covering Red Cap Station Porters effective July 1, 1942 (including Supplements to September 5, 1946) as applying, to the extent applicable, to employes encompassed within scope of said agreement.

Certain modifications to said agreement are necessary in order to provide for necessary appeal procedure. To this extent, the provisions of Rule 18(a) and 18(b), as well as time claims arising under the provisions of Rule 19, should be supplemented by the following arbitration clause:

Should the employes desire to appeal from the decision of the highest officer designated by the Company in connection with dispute arising under the provisions of Rule 18(b) and/or Rule 19, the dispute may be referred by either party to a Board of Arbitration consisting of three (3) members, selected in the following manner: One (1) to be selected by the representative of the employes and one (1) to be selected by Metropolitan Coach Lines. These two (2) shall endeavor by agreement within five (5) days after their appointment to select the third (3rd) arbitrator. In case they are unable to reach agreement within five (5) days, the Company and the organization affected shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) available arbitrators. Each of the parties shall strike two (2) names from the list in the following manner:

The two representatives shall determine by lot the order of elimination; and thereafter each shall in that order eliminate two names from said list. The fifth and remaining name shall thereupon be accepted by both the company and the representative of the employes as third member who will be chairman of the Board.

The decision of a majority of the Board shall be required, and shall be final and binding on both parties, and shall be rendered within ten (10) days from close of hearing unless time limit is extended by mutual agreement.

The salary and expenses of the third or neutral arbitrator shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including compensation of the member of the Board of Arbitration selected by such party.

It is understood that the above outlined procedure applies only insofar as disputes involve discipline and/or time claims and does not involve items subject to collective bargaining.

The arbitration clause is substantially in the same form as that covered by agreement dated September 10, 1953, between Metropolitan Coach Lines and its employes represented by the various labor organizations signatory thereto.

Provided the above meets with your approval, will you please arrange to subscribe in the space below, returning four (4) copies of this document for completion of our files.

Very truly yours,

(Original signed) W. C. Scholl  
W. C. SCHOLL,  
Manager of Personnel.

SUBSCRIBED TO:

(Original signed) William Daniels

William L. Daniels  
West Coast Representative  
United Transport Service Employes of America