

AGREEMENT

BETWEEN

PACIFIC ELECTRIC RAILWAY COMPANY

AND ITS

**AGENTS, ASSISTANT AGENTS, TICKET AGENTS,
ASSISTANT TICKET AGENTS AND TOWERMEN.**

REPRESENTED BY

THE ORDER OF RAILROAD TELEGRAPHERS

EFFECTIVE SEPTEMBER 1, 1949

AGREEMENT

BETWEEN

PACIFIC ELECTRIC RAILWAY COMPANY

AND ITS

**AGENTS, ASSISTANT AGENTS, TICKET AGENTS,
ASSISTANT TICKET AGENTS AND TOWERMEN.**

REPRESENTED BY

THE ORDER OF RAILROAD TELEGRAPHERS

EFFECTIVE SEPTEMBER 1, 1949

I N D E X

<u>Article</u>		<u>Page</u>
1	Scope	1
2	Classification	1
3	Hours of Service	1-2
4	Starting Time	2-3
5	Intermittent Rule	3
6	Exemptions-Overtime and Call	4
7	Blank	
8	Supervisory Agencies	5
9	Guarantee	5
10	The 40-Hour Week-Rest Day-Sundays-Holidays ...	6-7-8-9-10- 11-12-13
11	Meal Period	13
12	Seniority	13-14
13	Promotion and Seniority Dates	14
14	Deadheading	15
15	Relief Work	15-16
16	Transferring	16
17	Exchanging Positions	16
18	Displacements	16-17
19	Extra Employes	17
20	Leave of Absence	18
21	Incidental Duties	18
22	Court Attendance	19
23	Express Commissions	19
24	Force Reductions	19

I N D E X

<u>Article</u>		<u>Page</u>
25	Discipline	19-20
26	Interpretation of Agreement	20
27	Vacations	20
28	Effective Date, Cancellation and Changes	21

ADDENDUM NO. 1

Rates of Pay.

APPENDIX "A"

Vacation Agreement.

APPENDIX "B"

Reduction in Vacation Days Account 40-Hour Week Program.

APPENDIX "C"

Tripartite Agreement for Interchange of Personnel between
Clerks and Agents Work Classifications.

APPENDIX "D"

Leave of Absence and Work Privileges Under GI Bill of Rights.

APPENDIX "E"

Basic Agreement Covering Consolidation of Pacific Electric
and Motor Transit Company Operations.

MEMORANDUM OF CONFERENCE

Showing Company Policy in Connection with Employes Returning
From Military Service.

ARTICLE 1

SCOPE

This schedule will govern the employment and compensation of the following: Agents, Assistant Agents, Ticket Agents and Towermen, hereinafter referred to as "Employes".

ARTICLE 2

CLASSIFICATION

(a) Where pay roll classification does not conform to Article 1, employes performing service in the classes specified in Article 1 shall be classified accordingly.

(b) When new positions are created, compensation will be fixed in conformity with the same class and character of positions as are specified in the wage scale, and the rules will apply to the employes filling such positions.

(c) Positions covered by this agreement will be filled by employes taken from the official seniority lists as provided in Article 12.

ARTICLE 3

HOURS OF SERVICE

(a) Except as provided in Article 5, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work, provided that where two (2) or more shifts are worked, eight (8) hours with no allowance for meals, shall constitute a day's work.

(b) The time worked in excess of eight (8) hours shall be considered overtime and paid for at the rate of time and one-half time.

Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employe due to moving from one assignment to another or to or from an extra list, or where days off are being accumulated under paragraph (g) of Section 1 of Article 10.

Employes worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employe due to moving from one assignment to another or to or from an extra list, or where days off are being accumulated under paragraph (g) of Section 1 of Article 10.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime

ARTICLE 3 - (Continued)

rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(c) Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three (3) hours for two (2) hours' work or less, and if held on duty in excess of two (2) hours, time and one-half will be allowed on the minute basis. Each call to duty after being released to be a separate call.

(d) Employees required to report for duty prior to regular starting time and continue to work through their regular shifts shall be paid three (3) hours for two (2) hours' work or less, and time and one-half thereafter on the minute basis for the time required to work in advance of their regular starting time.

(e) Employees will not be required to suspend work during regular hours or to absorb overtime.

(f) Employees will advise their immediate superior of their inability to report for duty a sufficient amount of time in advance to provide proper relief.

(g) Employees temporarily off duty will advise their immediate superior not less than twenty-four (24) hours in advance of their desire to return, that proper arrangements may be made.

(h) If claim for compensation is, for any reason not allowed, employee will be promptly notified and reason given.

NOTE: It is agreed that in the application of Section (a) of this Article an Agent, and Assistant Agent employed at the same station, both positions listed in the wage scale, shall be considered as one shift.

ARTICLE 4

STARTING TIME

(a) Regular assignments shall have a fixed starting time, which starting time shall not be changed without at least thirty-six (36) hours' notice to the employees affected.

(b) Where three (3) consecutive shifts are worked covering the twenty-four (24) hour period no shift will have a starting time after twelve (12) o'clock midnight or before six (6) AM.

(c) At stations where but one (1) employee, covered by this agreement, is located, the hours of service shall begin between six (6) AM.

ARTICLE 4 - (Continued)

and nine (9) AM. or six (6) PM. and nine (9) PM. At stations where two (2) employes are located, the hours of service for agent or first trick employe shall begin between six (6) AM. and nine (9) AM.

(d) At stations where three (3) or more employes, covered by this agreement, are located covering the twenty-four (24) hour period, the hours of service for the agent or first trick employe will commence between six (6) AM. and eight (8) AM.

(e) At stations where agent is not required to telegraph, his hours shall begin between six (6) AM. and nine (9) AM.

NOTE: It is understood that at stations where but one (1) employe covered by this agreement is located, if the necessities of the service require starting the employe outside of the specified periods, the starting time will be mutually agreed upon between the representatives of the carrier and the employes, but in no case shall such assignment begin earlier than five (5) AM.

ARTICLE 5

INTERMITTENT RULE

(a) At agency stations designated in Addendum No. 1 to this agreement with an asterisk (*), eight (8) consecutive hours exclusive of the meal period shall constitute a day's work, except when necessary to meet the requirements of the service the time may be extended sufficiently to cover such service, but not to exceed eight (8) hours actual time on duty within a spread of twelve (12) consecutive hours.

(b) If held on duty over eight (8) hours within a spread of twelve (12) consecutive hours, overtime will be allowed.

(c) In assigning working hours, not more than two (2) splits of not less than one (1) hour's duration each, will be made.

(d) In the event the employes feel that they have been discriminated against in the application of this article, they shall have the right of appealing the case.

(e) This article shall not be construed as authorizing the working of split tricks where continuous service is required.

ARTICLE 6

EXEMPTIONS-OVERTIME AND CALL

Agency positions designated in Addendum No. 1 to this agreement by the following symbol: (#) are exempt from overtime and call rules, only, except as provided in Article 10, but agents at such stations will not be required to perform service in excess of an average of eight (8) hours per day in any one (1) month of 169-1/3 hours, which, however, does not restrict such agents from attending meetings in connection with their official duties, outside of working hours.

INTERPRETATION

The provisions of Article 6, Paragraph 1, above, shall be applied as follows:

The 169-1/3 hours referred to is the monthly average calculated from an annual factor. The rule should be applied upon the basis of allowance of overtime rate for aggregate hourage worked in excess of the normal hourage comprehended on a position during any individual month. The following will serve to illustrate:

During a particular calendar month of thirty-one (31) days, the Agent is normally required to work five (5) days during the work week with two (2) assigned rest days. In addition, the agency is closed on a national holiday falling within that particular month. The normal number of assigned rest days, plus the one holiday, amounts to ten (10) normal off days for the employe during the month, leaving a factor of twenty-one (21) working days for the month. The twenty-one (21) working days should be multiplied by eight (8) which results in an aggregate hourage of 168 for the month. Any hours worked in excess of 168 during the month should be paid for at the overtime rate.

Calculation of time allowance where more than one employe is assigned to 169-1/3-hour position in any one month:

Where more than one employe is assigned to a single position during any one month, the number of days he is assigned to the position will be multiplied by eight. The total hourage thus derived will be compared with the total hourage actually put in by the employe during the same period and time and one-half will be allowed for any hours actually worked in excess of the total arrived at by multiplying the number of days worked by eight.

ARTICLE 7

(Blank)

ARTICLE 8

SUPERVISORY AGENCIES

The following agency positions are not included within the provisions of this agreement. However, employes filling these positions will be permitted to retain and exercise their official seniority while so engaged.

In the event there is a vacancy in any of these positions it will be advertised and employes covered by this agreement will be given preference, if qualified.

Terminal Freight Agency,	Los Angeles
Assistant Terminal Freight Agency,	Los Angeles
Ticket Agency	Sixth and Main, Los Angeles
Assistant Ticket Agency,	Hill Street Station, Los Angeles

ARTICLE 9

GUARANTEE

(a) Regularly assigned employes will receive one (1) day's pay within each twenty-four (24) hours, according to location occupied or to which entitled, if ready for service and not used, or if required on duty less than the required minimum number of hours as per location except on assigned rest days and holidays.

(b) A regularly assigned employe is one who is assigned to a position by assignment notice.

(c) Extra Towermen who are ready and available for service the entire month, and who do not lay off, are guaranteed a monthly compensation of \$219.03 effective September 1, 1949 per month of 169-1/3 hours.

(d) For extra Towermen in service for periods less than the entire month, or not available for service the entire month, the monthly guarantee hereinabove provided will be reduced proportionately on basis of daily pro rata of the monthly guarantee, using the number of days in each month to compute the daily pro rata amount and one day will be subtracted from the monthly guarantee for each day an Extra Towerman lays off, or is unavailable for service.

ARTICLE 10

THE 40-HOUR WEEK - REST DAY -
SUNDAYS - HOLIDAYS

Section 1. Establishment of Shorter Work Week

Note

The expressions "positions" and "work" used in this Article 10 refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employes.

(a) - General -

The carrier will establish, effective September 1, 1949, for all employes, subject to the exceptions contained in this Article 10, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this Article 10 which follow:

(b) - Five-day Positions -

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) - Six-day Positions -

Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) - Seven-day Positions -

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) - Regular Relief Assignments -

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations

ARTICLE 10 - (Continued)

for employes of the same class provided they take the starting time, duties and work locations of the employe or employes whom they are relieving.

The regular relief positions created under this paragraph (e) shall be bulletined. Regular relief positions for Agents and Assistant Agents shall be paid the rates applicable to the position on which relief service is performed. Regular relief positions for Towermen shall be paid the established rate for relief positions. If relief positions include relief service on two positions on one day, the applicable straight time rate shall be paid, but this does not contemplate working a relief employe through two consecutive shifts.

Regular relief assignments will be concentrated as much as practicable, consistent with train service and to avoid unnecessary travel.

Free transportation or reimbursement for fare paid on bus or stage for necessary travel for providing relief will be made available to relief employes. If neither rail, bus or stage is reasonably available an allowance will be made for the use of privately owned motor vehicle for traveling from headquarters station to another station in performing relief at the rate of five (5) cents per mile; on the basis of actual highway mileage between the headquarters station and other stations.

The term "reasonably available" shall mean that the public transportation available for travel by the employe is such that it shall permit the employe to reach the station where relief is to be made not in excess of two (2) hours prior to the starting time of the shift on which relief is made, or to leave such station not later than two (2) hours after the completion of the tour of duty.

Employes who perform relief service under this Article 10 shall not be paid expense allowance or for deadheading. Turnovers between regular and relief employes shall be without expense to the carrier.

Changes in the assignment of regular relief positions from those advertised will constitute a new position but the employe holding the regular relief position at time of change will have the option of retaining it or exercising displacement privileges. In the latter event, the relief position so vacated will be rebulletined. A change in the starting time of a position on which they relieve does not grant regular relief employes displacement privileges.

Where it is not practicable, because of number of rest days involved or because of location of positions, to cover all rest days by establishment of regular relief assignments of five (5) days, work on rest days not covered by such assignments may be performed by qualified extra men if available who will be paid pro rata rates therefor.

ARTICLE 10 - (Continued)

(f) - Deviation from Monday-Friday Week -

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Article 10, Section 1, paragraph (b), above, and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.

(g) - Nonconsecutive Rest Days -

The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutive-ness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to Article 10, Section 1, Paragraph (e).
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Article 10.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employes on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

ARTICLE 10 - (Continued)

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employes in excess of five days per week.

(h) - Rest Days of Extra Employes -

To the extent extra men may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignment of a regular employe they will have as their days off the regular days off of that assignment.

(i) - Beginning of Work Week -

The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employes shall mean a period of seven consecutive days starting with Monday.

(j) - Sunday Work -

Previously existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may have been in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) - Bulletin Rule -

Regular assignments reduced to a five day basis under this Article shall not be considered new jobs under bulletin rules and employes will not be permitted to exercise displacement privileges as a result of such reductions.

ARTICLE 10 - (Continued)

(1) - Rest Days to be Assigned -

The rest days on all regular and relief positions shall be assigned and the employees shall be notified. The rest days shall be the same days of each week but may be changed to meet service requirements by giving not less than seventy-two (72) hours' written notice to the employees affected.

(m) - Service on Rest Days -

I. This paragraph (m) is for the sole purpose of determining the compensation for employees who are required to work on their assigned rest days. It is not to be used to create, enlarge or take away any rights or obligations which the carrier or the employees may have by virtue of other rules in this agreement, including those adopted or revised to conform to the March 30, 1949 agreement. Among others, it is to have no bearing on rules in effect on and after September 1, 1949, relating to the right of the employees, if any, or on the obligation of the carrier, if any, to have positions filled on any day of the week.

II. Employees required to perform service on their assigned rest days within the hours of their regular week day assignment shall be paid on the following bases:

A (1) Employees occupying positions requiring a Sunday assignment of the regular week day hours shall be paid at the rate of time and one-half with a minimum of eight hours, whether the required service is on their regular positions or on other work.

(2) When a position is regularly required on Sunday to work more than three hours or two or more tours of duty, the position shall be considered in the same category as those referred to in paragraph A (1).

B Employees, other than those covered by paragraph A above, shall be paid:

(1) At the rate of time and one-half with a minimum of three hours for each tour of duty on Sunday.

(a) When a position is regularly required to work three hours or less on Sundays, but occasionally is required to work more than three hours on Sundays, the employe occupying such position shall be paid at the rate of time and one-half on the minute basis up to four consecutive hours, and if worked in excess of four consecutive hours the employe shall be paid eight

ARTICLE 10 - (Continued)

hours at the rate of time and one-half.

(2) At the rate of time and one-half with a minimum of two hours for each tour of duty on the rest day other than Sunday.

(a) When a position is regularly required to work three hours or less on such other designated rest day, time and one-half with a minimum of two hours; at the rate of time and one-half on the minute basis up to three hours; if occasionally required to work more than three hours, time and one-half on the minute basis up to four consecutive hours and if worked in excess of four consecutive hours, the employe shall be paid eight hours at the rate of time and one-half.

(b) When a position is regularly required on such other designated rest day to work more than three hours or two or more tours of duty, the assignment on such day shall be deemed to be a full day assignment and entitle the employe to compensation at the rate of time and one-half with a minimum of eight hours.

III. Such rights as existed before September 1, 1949, to make regularly recurring part time assignments on Sundays are now extended to include the rest day other than Sunday, subject to the provisions relating to compensation and the conditions and limitations set forth in paragraphs A (2), B (1)(a), B (2)(a) and B (2)(b) of II above.

IV. Time worked before or after the hours of the regular week day assignment shall be paid for in accordance with the overtime provisions of Article 3 (b) or the call provisions of Article 3 (c).

V. Service rendered by an employe on his assigned rest day or days filling an assignment which is required to be worked or paid eight hours on such day will be paid for at the overtime rate with a minimum of eight hours.

VI. While it is the intent of this rule that where practicable, employes will be relieved on their rest days, it is understood that an employe may be required to work on his rest days subject to the provisions herein set forth with respect to pay for work performed on such rest days.

ARTICLE 10 - (Continued)

(n) - Work on Unassigned Days -

Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; in all other cases by the regular employe.

Section 2. Holiday Work

(a) Time worked on the following holidays: namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday) within the hours of the regular week day assignment shall be paid for on the following bases:

(1) Employes occupying positions requiring a Sunday assignment of the regular week day hours shall be paid at the rate of time and one-half with a minimum of eight hours, whether the required holiday service is on their regular positions or on other work.

(2) When a position is regularly required on Sunday to work more than three hours or two or more tours of duty, the position shall be considered in the same category as those referred to in paragraph(1),above.

(3) In offices and towers where more than three employes covered by this agreement and of the same classification are on duty on the same shift Monday through Friday, and for the sole purpose of applying paragraph (1), above, all employes having rest days other than Saturday and Sunday shall be covered by paragraph (1), above, unless otherwise agreed between the carrier and the representative of the employes.

(NOTE: It is understood that by agreement between the carrier and the representative of the employes the occupants of positions covered by paragraph (1), above, in such offices and towers may be otherwise identified).

(b) Employes, other than those covered by paragraph (a), above, shall be paid at the rate of time and one-half with a minimum of three hours for each tour of duty.

(1) When a position is regularly required to work three hours or less on holidays, but occasionally is required to work more than three hours on holidays, the

ARTICLE 10 - (Continued)

employee occupying such position shall be paid at the rate of time and one-half on the minute basis up to four consecutive hours, and if worked in excess of four consecutive hours the employee shall be paid eight hours at the rate of time and one-half.

(2) When a position is regularly required on holidays to work more than three hours or two or more tours of duty, the assignment on holidays shall be deemed to be a full day assignment and entitle the employee to compensation at the rate of time and one-half with a minimum of eight hours.

(c) Time worked on the holidays specified in paragraph (a), above, before or after the hours of the regular week day assignment, shall be paid for in accordance with overtime provisions of Article 3(b) or the call provisions of Article 3(c).

ARTICLE 11

MEAL PERIOD

(a) Where but one (1) shift is worked, employees will be allowed sixty (60) consecutive minutes between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour after starting work, unless otherwise agreed upon between the representatives of the carrier and the employees.

If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the pro rata rate and thirty (30) minutes with pay, in which to eat shall be afforded at the first opportunity.

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

ARTICLE 12

SENIORITY

(a) The Local Chairman shall be furnished in January of each year, a seniority list of employees. The Carrier will, between the first and tenth of each month, advertise all vacancies occurring and new positions created during the previous month. Applications for such

ARTICLE 12 - (Continued)

positions must be filed in duplicate within ten (10) days from date advertised, one copy thereof to be promptly returned to applicant.

(b) Assignments shall be made within twenty (20) days from date advertised; a list of such assignments shall be promptly published, and, except in emergency, successful applicants placed within thirty-five (35) days thereafter. Those not so placed within the prescribed time, through no fault of their own, shall be paid not less than the rate of the position to which assigned.

(c) An employe who applies for and is awarded a position, and due to incompetency or voluntary action relinquishes the same, shall be placed and remain on the extra list until a vacancy or new position develops to which his seniority may entitle him, except that he shall not be eligible to return to his immediately preceding position until it has been advertised a second time.

NOTE: See Appendix "E" for consolidation seniority - Motor Transit Company employes.

(d) The following positions shall be advertised when vacancies occur in accordance with the provisions of this Article; however, such positions shall, after expiration of notice, be filled with the best qualified employe having five (5) or more years' seniority selected by the proper officer of the carrier from the Telegraphers' seniority list. If the carrier does not consider the senior applicant qualified, the carrier will discuss applicant's qualifications with Local Chairman before assignment is made: Compton (Agent), El Monte (Agent), Hollywood (Agent), San Bernardino (Agent), Santa Ana (Agent), Torrance (Agent), Whittier (Agent), and Wingfoot (Agent).

ARTICLE 13

PROMOTION AND SENIORITY DATES

(a) Employes shall be regarded as in line of promotion and where ability and qualifications are sufficient, seniority will prevail.

Employes dismissed from the service of the carrier and reinstated within one (1) year shall not lose their seniority. Those who leave the service voluntarily and are re-employed will be regarded as new men.

(b) Seniority begins at the time the employes' pay starts on the seniority roster and in the class to which assigned.

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

(c) Towermen will hold no rights as Agents, Assistant Agents or Ticket Agents. Agents, Assistant Agents and Ticket Agents will hold no rights as Towermen.

ARTICLE 14

DEADHEADING

Extra employes traveling on orders of the Carrier, will be paid for time consumed in deadheading to and from headquarters and in relief service except as hereinafter provided. Compensation to be based on the rate in effect at the station to which ordered to deadhead for service, or on the rate in effect at the station from which leaving if the extra employe is returning to headquarters. This will not apply to extra employes while deadheading to, or as a result of exercising seniority over other extra employes. Los Angeles will be headquarters for extra employes.

NOTE: Time consumed in deadheading between two points within the fifteen (15) line miles from Los Angeles, Sixth and Main, or Subway Terminal, will not be paid for; this is not to apply, however, when employe deadheads from a point within this zone to a point outside of the fifteen (15) mile limit or in case where employe deadheads on orders of the carrier from one point to another point outside of the fifteen (15) mile zone.

EXAMPLES:

(a) An extra employe ordered to deadhead from Sixth and Main to El Monte, a station within the fifteen (15) mile zone, will receive no deadhead pay.

(b) An extra employe ordered to deadhead from Subway Terminal to Hollywood will receive no pay for time consumed in deadheading.

(c) An extra employe ordered to deadhead from Sixth and Main to Covina will be paid for all time consumed in traveling between these two points.

(d) An extra employe ordered to deadhead from Covina to San Dimas will be paid for all time consumed in making the trip.

ARTICLE 15

RELIEF WORK

(a) Except as specified in Paragraph (b) of this Article, a regularly assigned employe will not be required to perform relief work, except in cases of emergency; and when required to perform relief work, and in consequence thereof suffers a reduction in the total compensation he would have earned during the period required to perform relief work shall be paid an amount sufficient to reimburse him for such loss, and in all cases he will be allowed actual necessary expenses while away from his regularly assigned station. If any such employe would receive time and one-half rate through the application of Article 10 on any day such service is performed, the time and one-half rate shall apply on that day.

ARTICLE 15 - (Continued)

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

ARTICLE 16

TRANSFERRING

(a) Time lost in transferring from one station or position to another shall be paid for at the rate of the position from which transferred, excepting such time as may be lost of the employe's own accord. The word "transferring" includes transfer in the exercise of seniority and also time consumed checking in and out of positions.

(b) Employes transferred by order of the carrier, or to accept an advertised position, or in the exercise of seniority, or because of reduction in force, shall be furnished free transportation over the rail lines of the Pacific Electric Railway Company for themselves, dependent members of their family, and household goods.

ARTICLE 17

EXCHANGING POSITIONS

Employes will not be allowed to exchange positions except with the concurrence of the carrier and the Local Chairman and then for a period not to exceed thirty (30) days.

ARTICLE 18

DISPLACEMENTS

(a) An employe accepting official position with the Pacific Electric Railway Company shall not forfeit his seniority, and shall, in addition thereto, not forfeit his assigned position until the expiration of one year from date of promotion to such official position. Positions within scope of agreements between the Pacific Electric Railway Company and the American Train Dispatchers Association shall be considered official positions within the meaning of this article. In event an employe is assigned to official position for more than one year he will forfeit his assigned position and may thereafter assert his seniority only by displacing the junior regularly assigned employe in the branch of service from which promoted, or by resuming duty on the extra list.

ARTICLE 18 - (Continued)

Vacancies created by employes accepting official position will be advertised for choice, showing such position as a vacancy account promotion of incumbent to official position. If the incumbent employe does not return to the position from which promoted for more than one year, position will be readvertised as a permanent position.

Employes accepting other than official positions in other branches of the service shall forfeit seniority after having filled such positions for more than one year.

(b) A Towerman who loses his position as a result of reduction in force, may, within ten (10) days, displace a junior employe in the same class of service, or any position for which he has the required qualifications, or go on the extra list.

(c) An Agent who loses his assigned position as a result of reduction in force may within ten (10) days, displace the junior regularly assigned Agent, or if there is no junior regularly assigned Agent, will be permitted to displace the junior regularly assigned Assistant Agent, or go on the extra list.

(d) An Assistant Agent who loses his position as a result of reduction in force may, within ten (10) days displace the junior regularly assigned Assistant Agent, or go on the extra list.

(e) A Ticket Agent or Assistant Ticket Agent carried on Passenger Traffic Department roll who loses his position as a result of reduction in force may, within ten (10) days displace a junior regularly assigned Ticket Agent or Assistant Ticket Agent respectively who is carried on the same department pay roll, or go on extra list.

(f) When necessary to reduce the number of employes they will be laid off according to the seniority list, taken in inverse order, commencing with the junior employe.

(g) Employes who have been laid off not to exceed one year will be given preference when necessary to increase the force.

ARTICLE 19

EXTRA EMPLOYES

(a) Extra employes shall receive the same compensation as the men they relieve.

(b) Senior extra employes, when available and qualified, shall be used in preference to junior extra employes but cannot claim extra work in excess of forty hours in their work week if a junior extra employe who has had less than forty hours work in his work week is available. A senior qualified extra employe, not working, who has not had 40 hours work in the work week will be allowed to displace the junior extra employe who has worked a position not less than five (5) consecutive days.

ARTICLE 20

LEAVE OF ABSENCE

(a) Employees who have been in service of the carrier for two (2) years or more, may be given leave of absence for six (6) months if relief men are available, and at the end of that period, or before if desired, upon making application to proper official, may resume service without loss of seniority; provided that employees on such leave shall have no right to positions becoming vacant during absence, and no more than one (1) such leave of absence shall be given any individual in any consecutive period of two (2) years, except by mutual agreement between the carrier and the Local Chairman.

(b) Other leaves of absence may be granted up to thirty (30) days and an extension not to exceed sixty (60) days at the discretion of the carrier, except in case of sickness or disability, when employe will be granted indefinite leave of absence. Employees on leave of absence under the provisions of this section will be privileged to bid on new positions or vacancies that may develop.

(c) An employe promoted to an official position with The Order of Railroad Telegraphers when duties are confined to Pacific Electric Railway Company will, on request, be granted indefinite leave of absence. Such employes will retain rights to the position so vacated, retain and continue to accumulate seniority.

NOTE: See Memorandum of Agreement for Special Rules covering leave of absence for returned servicemen. (Servicemen's Readjustment Act of 1944), Appendix "D".

ARTICLE 21

INCIDENTAL DUTIES

(a) At stations or towers, where janitor service is otherwise provided, employes covered by this agreement will not be required to scrub floors or clean windows of their offices or stations, but they will be expected to see that the premises are kept in a neat and orderly condition.

(b) In event an employe considers his duties excessive and complains thereof in writing, it will be investigated and if well founded relief granted.

(c) Where employes are required to handle highway or street crossing gates, they will be paid \$5 per month based on five (5) days per week per set of gates, in addition to their regular compensation. Employees performing service on the relief days of the position shall be allowed \$.2362 per day in addition to their regular compensation.

ARTICLE 22

COURT ATTENDANCE

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

ARTICLE 23

EXPRESS COMMISSIONS

(a) When express or Western Union commissions are discontinued or created, thereby reducing or increasing the average monthly compensation paid to any position, prompt adjustment of same will be made conforming to rates paid for similar positions.

(b) Complaints originating because of alleged unsatisfactory treatment of employes by express or commercial telegraph companies, will receive due consideration by the carrier.

ARTICLE 24

FORCE REDUCTIONS

When the installation of any automatic, semi-automatic or mechanical device of any nature, operates to reduce the force, the carrier will endeavor to provide other lines of work for such displaced employes.

ARTICLE 25

DISCIPLINE

(a) An employe disciplined, or who considers himself unjustly treated, shall have a fair and impartial hearing, provided a written request is made within ten (10) days after discipline is assessed or the occurrence of the alleged unjust treatment.

(b) A decision will be rendered within ten (10) days after completion of hearing. If appeal is taken, it must be filed with the next higher official within ten (10) days and a copy furnished the official whose decision is appealed.

ARTICLE 25 - (Continued)

(c) At a hearing, or on the appeal, the employe may be assisted by a committee of employes, or by one or more duly accredited representatives.

(d) The right of appeal by employes or their representatives, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the carrier to whom appeals may be made, is hereby established.

(e) An employe will, upon request, be given a letter, stating cause of discipline. If a transcript of the evidence is taken at the investigation or on appeal, a copy will, upon request, be furnished to the employe or his representative.

(f) If final decision decrees that charges against the employe were not sustained, the record shall be cleared of the charge, and if the employe has been suspended or dismissed, he will be returned to his former position and paid for net wage loss, if any.

ARTICLE 26

INTERPRETATION OF AGREEMENT

Whenever a ruling is made by an officer of the carrier affecting the interpretation of any article or part of an article in this agreement, the General Chairman shall be furnished a copy of such ruling.

ARTICLE 27

VACATIONS

Employes shall be granted vacations with pay or payment in lieu thereof in accordance with Vacation Agreement entered into between the Pacific Electric Railway Company and The Order of Railroad Telegraphers, January 12, 1942, attached hereto and made a part hereof as Appendix "A", agreed supplements thereto and agreed interpretations thereof.

Effective September 1, 1949, the number of vacation days for which an employe is eligible under any vacation rule shall be reduced by one-sixth. Correspondingly, the qualifying period shall be reduced by one-sixth; for example, 160 qualifying day requirements in the year 1949 for a vacation in 1950 shall be reduced to 151 days; thereafter such qualifying period shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.

Calculation of vacation allowance - 169 1/3-hour positions.

In instances where the incumbent on the position is on vacation, he will be given credit of eight hours each day on vacation in determining the total aggregate hours assigned to the position during any month for the purpose of application of overtime rules.

NOTE: See Appendix "B".

ARTICLE 28

EFFECTIVE DATE, CANCELLATION AND CHANGES

This Agreement supersedes all previous agreements, shall be effective as of September 1, 1949, and shall continue in effect, subject to subsequent municipal, state or federal legislation, until changed, as provided herein, or pursuant to the provisions of the Railway Labor Act.

NOTE: It is understood that existing interpretation of rules of Agreement of September 16, 1934 (including revisions), where such rules are carried forward into this agreement, shall remain in effect until changed by agreement between the parties.

If either party to this Agreement desires to amend the same, thirty (30) days' written notice containing the proposed amendments shall be given to the other party.

Dated at Los Angeles, California, this 9th day of August, 1950.

FOR THE PACIFIC ELECTRIC RAILWAY
COMPANY:

FOR THE EMPLOYES:

L. R. McIntire, Manager of Personnel.

I. S. Wilson, General Chairman,
The Order of Railroad Telegraphers.

L. McKoane, Local Chairman,
The Order of Railroad Telegraphers.

ADDENDUM NO. 1

RATES OF PAY

TRANSPORTATION DEPARTMENT AGENCIES

<u>CLASS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>MONTHLY RATE</u>
	Alhambra	Agent	\$ 290.82
*	Azusa	Agent	256.69
*	Bellflower	Agent	300.63
*	Beverly Hills	Agent	300.63
	Claremont	Agent	256.69
#	Compton	Agent	336.21
*	Corona	Agent	271.40
*	Covina	Agent	272.38
*	Culver City	Agent	290.82
#	East Long Beach	Agent	291.02
#	El Monte	Agent	336.21
*	El Monte	Assistant Agent	281.21
	El Monte	Assistant Agent	276.93
#	El Segundo	Agent	300.82
	El Segundo	Assistant Agent	271.99
*	Etiwanda-Alta Loma	Agent	272.38
*	Fontana-Rialto	Agent	272.38
	Fullerton	Agent	300.63
	Gardena	Agent	242.96
*	Garden Grove	Agent	242.96
	Glendale	Agent	287.17
*	Glendora	Agent	251.79
	Hawthorne	Agent	290.82
#	Hollywood	Agent	336.21

ADDENDUM NO. 1RATES OF PAY

<u>CLASS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>MONTHLY RATE</u>
	Hollywood	Assistant Agent	\$ 281.21
	Huntington Beach	Agent	251.79
*	Inglewood	Agent	295.72
*	La Habra	Agent	245.90
	La Verne	Agent	266.50
#	Long Beach	Agent	311.61
	Monrovia	Agent	305.53
	Newport Beach	Agent	290.82
*	Orange	Agent	285.72
#	Pasadena	Agent	292.00
	Pomona	Agent	300.63
	Pomona	Assistant Agent	271.99
	Redlands	Agent	262.65
	Riverside	Agent	300.63
#	San Bernardino (Freight)	Agent	336.21
	San Bernardino (Freight)	Assistant Agent	281.21
	San Bernardino (Psgr)	Assistant Agent	281.21
*	San Dimas	Agent	266.50
#	San Pedro	Agent	300.63
#	Santa Ana	Agent	316.59
	Santa Monica	Agent	316.59
*	Sierra Madre	Agent	237.07
#	Torrance	Agent	241.98
	Torrance	Assistant Agent	276.93
#	Upland	Agent	300.63

ADDENDUM NO. 1

RATES OF PAY

<u>CLASS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>MONTHLY RATE</u>
	Upland	Assistant Agent	\$ 266.50
	Watson	Agent	286.11
*	Watts	Agent	300.63
	West Hollywood	Agent	300.63
	West Los Angeles	Agent	300.63
#	Whittier	Agent	336.21
	Whittier	Assistant Agent (P o gr.)	276.93
	Whittier	Assistant Agent (Fr e ight)	271.99
	Wilmington	Agent	276.11
#	Wingfoot	Agent	336.21
	Wingfoot	Assistant Agent	281.21
*	Yorba Linda-Santa Ana	Assistant Agent	276.93
#	Los Angeles Baggage	Agent	300.63

PASSENGER TRAFFIC DEPARTMENT AGENCIES

<u>CLASS</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>MONTHLY RATE</u>
	Los Angeles, 6th & Main	Agent	\$ 400.00
	Los Angeles, Hill Street	Assistant Agent	345.00

* - Intermittent Service (Article 5)

- Exempt Overtime and Calls (Article 6)

ADDENDUM NO. 1

RATES OF PAY

<u>TOWER</u>	<u>SHIFT</u>	<u>RATES OF PAY PER DAY</u>
Amoco	1st	\$ 13.15
	2nd	13.15
	3rd	13.15
Claremont	1st	12.56
	2nd	12.56
	3rd	12.56
Dominguez	1st	13.03
	2nd	13.03
	3rd	13.03
El Monte	1st	12.75
	2nd	12.75
	3rd	12.75
Lamanda Park	1st	12.56
	2nd	12.56
	3rd	12.56
Oneonta Park	1st	12.75
	2nd	12.75
	3rd	12.75
Santa Fe Springs	1st	12.56
	2nd	12.56
	3rd	12.56
Slauson Junction	1st	13.03
	2nd	13.03
	3rd	13.03
Subway Terminal	1st	13.03
	2nd	13.03
	3rd	13.03
Sixth and Main Rear Terminal	1st	13.15
	2nd	13.15
	3rd	13.15
Watts	1st	13.03
	2nd	13.03
	3rd	13.03
Cabin Tower (Foot of Viaduct)	1st	12.27
	2nd	12.27
	3rd	12.27
Assigned Relief Positions		13.15

APPENDIX "A"

VACATION AGREEMENT

PREAMBLE

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

ARTICLES OF AGREEMENT

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

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

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

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

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

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

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

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

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

5. Each employe who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated

APPENDIX "A"

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 pursuant to this Agreement.

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

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

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

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

10. (a) An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is

APPENDIX "A"

filled by a regularly assigned vacation relief employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

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

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

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

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

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

(c) A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than sixty (60) days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

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

APPENDIX "A"

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.

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

For the Pacific Electric Railway
Company.

(signed) A. C. Bradley
Asst to General Manager

Brotherhood of Railroad Signalmen
of America:

(sgd) W. E. Raynes, Gen. Chm'n

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

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

For the employes represented by the
participating labor organizations:

The Order of Railroad Telegraphers

(sgd) N. D. Pritchett, Gen. Chm'n

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

(sgd) G. DeYoung, Gen. Chairman

Brotherhood of Maintenance of Way
Employes:

(sgd) T. J. Finneran, Gen. Chm'n

APPENDIX "A"

Mr. N. D. Pritchett, General Chairman
The Order of Railroad Telegraphers
808 Pacific Building
San Francisco 3, California

Dear Sir:

Referring to your formal notice of June 26, 1944 of desire to change Vacation Agreement of January 12, 1942, effective January 1, 1945.

Pacific Electric is agreeable to disposing of the dispute upon the basis that the supplement to the National Vacation Agreement of December 17, 1941, signed February 23, 1945, by the members of the Joint Conference Committee representing the carriers, and the organizations listed in Appendices A, B, and C thereof, and effective January 1, 1945 be adopted and considered to be a supplement to the Vacation Agreement of January 12, 1942, except that Section 5 of the Mediation Agreement of February 23, 1945 above referred to shall not be considered as adopted. Further, that Section 4 of the Mediation Agreement of February 23, 1945 shall be amended to provide as follows for the purpose of adoption by Pacific Electric:

"Section 4: Except as provided for those employes 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 employes" (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 employes" 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."

Providing the above meets with your approval will you please indicate acceptance in the space provided, returning six copies for completion of our files.

ACCEPTED:

(signed) I. S. Wilson, General Chairman
The Order of Railroad Telegraphers.

Yours very truly,

(Signed) L. R. McIntire

APPENDIX "A"

The term "Five or more years of continuous service" contained in Section 2(b) of Supplemental Vacation Agreement for non-operating employes should be interpreted that such period of continuous service must be under one rules agreement with one organization or one rules agreement with two or more federated organizations or under two or more rules agreements with one organization or one federation of organizations.

In other words, an employe's continuity of service would, insofar as the application of Section 2(b) is concerned, be broken if he went from one position covered (as example) by the Clerks' Organization to a position covered by the Maintenance of Way Agreement for the reason that said agreements are separate and distinct; however, a machinist's continuity of service would not be broken if he transferred to a blacksmith position for the reason that both crafts are covered by our shop crafts agreement with System Federation No. 159.

APPENDIX "B"

Los Angeles, California
July 21, 1949

Mr. I. S. Wilson, General Chairman
The Order of Railroad Telegraphers
808 Pacific Building
San Francisco 3, California

Dear Sir:

In accordance with the provisions of Article 27 of the agreement which will become effective September 1, 1949, the number of days vacation to which an employe is entitled to receive under any rule will be reduced by one-sixth ($1/6$).

In view of the above mentioned provisions, certain employes are entitled to seven and one-half ($7-1/2$) days' vacation on or after September 1, 1949, but on account of the impracticability of granting a fraction of a day's vacation to such employes it was agreed with you in conference on July 21, 1949 that instead of granting the employes who are entitled to seven and one-half ($7-1/2$) days' vacation, they would be granted seven (7) days' vacation and be paid for the half day at the same rate of pay as the vacation days are paid for in lieu of the half day's vacation to which entitled.

If the above indicates your understanding of agreement reached in conference, kindly affix your signature in the space provided in the left-hand corner of this letter.

Very truly yours,

Concur:

(Original Signed) L. R. McIntire

(Orig. Sgd.) I. S. Wilson
General Chairman.

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

APPENDIX "C"

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

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

FOR THE ORDER OF RAILROAD TELEGRAPHERS:

(signed) B. C. Lewis
Vice President

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

(signed) E. A. McMillan
General Chairman

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY:

(signed) A. C. Bradley
Assistant to General Manager

APPENDIX "D"

MEMORANDUM OF AGREEMENT BETWEEN PACIFIC ELECTRIC RAILWAY COMPANY AND
EMPLOYEES REPRESENTED BY THE ORGANIZATION SIGNATORY HERETO

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

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

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

APPENDIX "D"

pursuit of the educational activities herein referred to, such certificate to show the date on which the activities were completed or terminated.

4. An employe, if he desires, upon giving five (5) days' written notice of his intentions, shall be privileged, during vacation periods from such educational activities, to return temporarily to the Company's service while on leave of absence, and during such temporary returns to service shall be privileged to exercise his seniority in the same manner as provided in paragraph 2 hereof.

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

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

FOR THE PACIFIC ELECTRIC RAILWAY
COMPANY

FOR THE ORDER OF RAILROAD
TELEGRAPHERS

(signed) A. C. Bradley
Manager of Personnel

(signed) I. S. Wilson
General Chairman.

APPENDIX "E"

MEMORANDUM OF AGREEMENT

1. This Memorandum of Agreement entered into and effective on the first day of October, 1938, between the Pacific Electric Railway Company and The Order of Railroad Telegraphers, provides for the following arrangement to prevail at stations on the Pacific Electric Railway Company as relates to Agents' and Assistant Agents' positions; certain of these positions as indicated in the agreement being in the service of the Pacific Electric Railway Company and coming within the scope of the existing agreement between the Pacific Electric Railway Company and The Order of Railroad Telegraphers, effective September 16, 1934, and certain other positions, which are listed in the addenda attached hereto, being in the service of the Motor Transit Company, not at this time covered by any agreement with The Order of Railroad Telegraphers, or any other organization of employes.

2. The parties to this agreement i.e., the Pacific Electric Railway Company and The Order of Railroad Telegraphers, shall hereinafter respectively be referred to as the "ELECTRIC COMPANY" and as the "TELEGRAPHERS".

The agreement referred to in paragraph 1, effective September 16, 1934, between Pacific Electric Railway Company and The Order of Railroad Telegraphers shall hereinafter be referred to as the "TELEGRAPHERS' AGREEMENT".

The Motor Transit Company mentioned in Paragraph 1 shall hereinafter be referred to as the "TRANSIT COMPANY".

3. Effective as of October 1, 1938, it is agreed that the positions listed in the addenda attached hereto and made a part of this agreement and such other positions as may hereafter be established under the scope of the TELEGRAPHERS' AGREEMENT shall be construed as coming under all rules of said TELEGRAPHERS' AGREEMENT; as well as the Memorandum of Understanding between The Order of Railroad Telegraphers, the B.R. and S.C., F.H., E. and S. employes and the Pacific Electric Railway Company governing promotion of employes from the class covered by the CLERKS' AGREEMENT in station service to the class covered by the TELEGRAPHERS' AGREEMENT.

4. Employes occupying positions, listed in the addenda, with the TRANSIT COMPANY, upon effective date of this agreement shall establish a seniority date as of the date of this agreement on the ELECTRIC COMPANY'S Transportation Department Roster of Agents and Assistant Agents, as referred to in Article 12, paragraph (a) of the TELEGRAPHERS' AGREEMENT.

5. Employes occupying positions with the TRANSIT COMPANY, as mentioned in Paragraph 4 preceding, upon establishing a seniority date on the TELEGRAPHERS' roster mentioned as of the date of this agreement shall each be assigned an appropriate number to indicate their relative priority with the effective date of this agreement so that each shall have on said TELEGRAPHERS' roster the same relative priority of seniority as is now established by their seniority date with the TRANSIT COMPANY.

APPENDIX "E"

6. Agents and Assistant Agents, listed in the addenda, who will establish a seniority date on the TELEGRAPHERS' roster as referred to in preceding paragraph No. 5, shall as of the same date, October 1, 1938 establish a seniority date on the CLERKS' Seniority Roster, as provided for in Paragraph C of the Memorandum of Understanding between the TELEGRAPHERS, CLERKS, and ELECTRIC COMPANY, as referred to in preceding Paragraph No. 3, each being assigned an appropriate number to indicate their relative priority with the effective date of an agreement with the CLERKS, so that each shall have on the CLERKS' Roster the same relative priority of seniority as is now established by their seniority date with the TRANSIT COMPANY.

7. Employees of the TRANSIT COMPANY transferred to the ELECTRIC COMPANY under the terms of this agreement, listed in the addenda, shall not be subject to displacement by ELECTRIC COMPANY employes so long as they are assigned to any of the positions listed in the addenda; and they shall have rights prior to other employes of the ELECTRIC COMPANY in the exercise of seniority (either displacing or bidding) on the positions listed in the addenda.

8. Employees of the TRANSIT COMPANY, listed in the addenda, exercising their seniority rights to a position on the ELECTRIC COMPANY, other than positions shown in addenda, shall forfeit the protection against displacement as provided in preceding Paragraph No. 7.

9. Employees occupying positions mentioned herein, as listed in the addenda, with the TRANSIT COMPANY shall, upon the effective date of this agreement become employes of the ELECTRIC COMPANY. All Agents and Assistant Agents' work of the TRANSIT COMPANY shall be performed by employes occupying positions with the ELECTRIC COMPANY. Such Agents' and Assistant Agents' service as will hereby be rendered by ELECTRIC COMPANY for account of TRANSIT COMPANY shall continue in effect subject to agreement between the two companies. It is further understood and agreed that insofar as the relationship of these employes of the ELECTRIC COMPANY and the work such employes may be assigned, being either work of the TRANSIT COMPANY or work of the ELECTRIC COMPANY, that all such work shall be considered as work of the ELECTRIC COMPANY. Should any dispute arise in connection with the application of the rules under the TELEGRAPHERS' AGREEMENT, between the TELEGRAPHERS and the ELECTRIC COMPANY, such disputes may be handled under provisions of the Railway Labor Act as of June 21, 1934, or as amended.

10. It is further agreed in connection with the withdrawal of Southern Pacific Passenger Traffic Department Agency work from the ELECTRIC COMPANY'S Passenger Agency at San Bernardino, effective September 26, 1938, subject to the terms of this agreement, the ELECTRIC COMPANY shall effect a consolidation of its and the TRANSIT COMPANY'S Passenger Agency office and the position now occupied by J. A. Patterson as Agent of the TRANSIT COMPANY at San Bernardino shall become Assistant Agent of the ELECTRIC COMPANY at San Bernardino reporting to the Agent of the ELECTRIC COMPANY, as of October 1, 1938, the ELECTRIC COMPANY'S Agency organization in San Bernardino shall be as follows:

(a) Agent, now carried on TELEGRAPHERS' Transportation Department Roster at the rate of \$209.40 per month.

APPENDIX "E"

(b) Assistant Agent, now carried on TELEGRAPHERS' Transportation Department Roster at the rate of \$154.40 per month.

(c) Assistant Agent, in charge of ELECTRIC COMPANY and TRANSIT COMPANY tickets, now in the employ of the TRANSIT COMPANY, at the rate of \$165.00 per month as listed in the addenda.

11. It is agreed that the position of Agent on the Passenger Traffic Roster at San Bernardino shall be abolished as of September 26, 1938 and the incumbent, J. Sinotte, shall be granted the privilege of taking a position with the Southern Pacific Passenger Traffic Department, retaining seniority on the TELEGRAPHERS' Transportation Roster and the TELEGRAPHERS Passenger Traffic Roster for one year, during which time he may exercise such seniority in bidding; upon being assigned he shall carry seniority only on the roster in the Department in which he is assigned. If he fails to bid in a position during the period of one year, at the end of said year he will be accorded the privilege of displacing the junior assigned agent on either the TELEGRAPHERS' Passenger Traffic Roster or the TELEGRAPHERS' Transportation Roster, and that subsequent to such exercise of such displacement right he shall carry seniority only on the roster of the Department in which he makes the displacement. If before the expiration of thirty (30) days after said one year period he fails to bid in or displace and elects to continue as an employe of the Southern Pacific Company he shall then forfeit all rights on either of the two rosters mentioned.

12. In the event of changed conditions in the future necessitating abolition of any additional positions at San Bernardino coming within the scope of this agreement same may be abolished as follows:

(a) First to be abolished, Assistant Agent in charge of ELECTRIC COMPANY and TRANSIT COMPANY tickets.

(b) Second to be abolished, Assistant Agent now located at the freight station.

(c) Third to be abolished, position of Agent now located at the freight station.

13. It is understood that the Southern Pacific Company Passenger Traffic Department have served notice upon the ELECTRIC COMPANY of their intention to withdraw the handling of Southern Pacific tickets from the ELECTRIC COMPANY'S agency in Riverside, effective November 16, 1938, therefore, it is agreed that upon the effective date of such withdrawal by the Southern Pacific Passenger Traffic Department the position listed in the addenda as "Agent, Riverside" shall continue as such and at the rate shown and take over the handling of ELECTRIC COMPANY'S tickets. It is further agreed that the agency position at Riverside on the TELEGRAPHERS' Transportation Department Roster shall be abolished; the incumbent of such position shall be granted the privilege of taking a position as agent with the Southern Pacific Company retaining seniority on the TELEGRAPHERS' Transpor-

APPENDIX "E"

tation Roster for one year, during which time he may exercise such seniority in bidding on either the Transportation Department or Passenger Traffic Department's Rosters. If he fails to bid in a position, during the period of one year, at the end of said year, he shall be accorded the privilege of displacing the junior assigned agent on either the TELEGRAPHERS' Transportation or Passenger Traffic Department Rosters. If before the expiration of thirty days after said one year period, he fails to bid or displace and elects to remain as an employe of Southern Pacific Company, he shall then forfeit all rights on the TELEGRAPHERS' Rosters.

14. It is understood that the position of Ticket Agent, Los Angeles, designated on the addenda by the following symbol (#) is subject to the provisions of Article 6 of the TELEGRAPHERS' Agreement; and the position of Agent, Redlands, designated on the addenda by the following symbol (*) is subject to the provisions of Article 5, Paragraph (a) of the TELEGRAPHERS' Agreement.

15. In view of the situation at Pomona whereas the present incumbent ELECTRIC COMPANY Agent, enjoys a rate higher than the agreement rate, it is agreed that coincident with withdrawal of present incumbent from this assignment for any cause whatsoever the titles of Agent and Assistant Agent which will be in effect under this consolidated plan shall be reversed i.e., the Assistant Agent at the rate set forth in the addenda attached hereto shall become the Agent and the position as Agent, vacated by incumbent, shall become an Assistant Agent's position at the rate of \$145.00 per month.

16. The Pacific Greyhound Lines will take over the Long Beach joint station now operated by the Motor Transit Company, as of November 1, 1938, and the incumbent Agent, A. Kopsho, and Assistant Agent, L. T. Marty, shall be granted one year's leave of absence, retaining seniority on the new Transportation Roster, during which time they may exercise such seniority in bidding. If they fail to bid in a position during the period of one year, at the end of said year they shall be accorded privilege of displacing within thirty days, the junior assigned Agent or Assistant Agent as the case may be, on positions listed in addenda attached hereto.

17. It is the subject of general understanding and agreement by this Memorandum that its purpose is to make possible the handling of TRANSIT COMPANY'S agency work at all points by the ELECTRIC COMPANY'S agency forces, to be carried on the ELECTRIC COMPANY'S payroll, thus accomplishing advantage accruing to present occupants of positions listed in the addenda of TRANSIT COMPANY and ELECTRIC COMPANY, more specifically expressed as being through the accomplishment of improved and more remunerative working conditions for the employes and operating economies for account of the companies by virtue of consolidations.

18. This agreement in all respects excepting those specifically mentioned herein is subject to the terms and conditions of the TELEGRAPHERS' agreement dated September 16, 1934 and amendments thereto.

APPENDIX "E"

Dated at Los Angeles, California, this eighth day of November,
1938.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By (signed) A. C. Bradley
Assistant to General Manager

FOR THE ORDER OF RAILROAD TELEGRAPHERS

By (signed) H. J. Short
Acting General Chairman

By (signed) Lawrence McKoane
Local Chairman

APPENDIX "E"

A D D E N D A

<u>Class</u>	<u>Location</u>	<u>Position</u>	<u>Rate</u>
#	Los Angeles (Fifth & Los Angeles Streets)	Agent	\$185.00
	Los Angeles (Fifth & Los Angeles Streets)	Assistant Agent	165.00
	El Monte	Assistant Agent	155.00
	Pomona	Assistant Agent	160.00
*	Redlands	Agent	140.00
	Riverside	Agent	160.00
	San Bernardino	Assistant Agent	165.00
	Santa Ana	Assistant Agent	160.00
	Whittier	Assistant Agent	145.00

MEMORANDUM OF CONFERENCE - THE ORDER OF RAILROAD TELEGRAPHERS, IN THE
OFFICE OF MR. L. R. McINTIRE, NOVEMBER 17, 1945.

PRESENT:

For the Carrier:

Mr. L. R. McIntire

For the Organization:

Mr. I. S. Wilson

Mr. L. McKoane

Local Chairman L. McKoane submitted a suggested Memorandum of Agreement by letter dated October 3, 1945 in connection with previous discussions concerning employes losing assigned positions by virtue of former employes returning from military leave of absence.

Mr. McIntire advised the organization that the company was not willing to enter into any formal agreement concerning this general subject, although the company would have no objections to discussing the matter in conference.

The following constitutes the result of such conferences and serves to illustrate only what management and organization representatives deemed to be an equitable arrangement. It was understood that the arrangement should not be considered as an agreement between the parties and if applied would be considered as an application of policy only:

With respect to a former employe, who, at the time of entrance into military service occupied a position (other than a temporary position) covered by the Telegraphers' Agreement, returning from military service and meeting the specific requirements set forth in the Selective Training and Service Act of 1940, as amended:

- (1) Such former employe, if otherwise qualified, shall have the right to be placed on the position he held at the time of entrance into military service provided that said position is still in existence.
- (2) If such former employe does not desire to return to his former position, or if such former position is not in existence, then such former employe shall have the right to displace on any position that was advertised during his absence in military service and assigned to a junior employe, or go on the

extra list; provided, that such election shall be exercised within ten (10) days from date of application to return to service of the company from military leave of absence.

- (3) If a former employe returns to the position he held at the time of entrance into military service as provided for in paragraph (1), above, or displaces on a position as provided for in paragraph (2), above, then the displaced employe shall have the right to displace on any position which has been advertised (during the period he occupied the position from which displaced) and assigned to a junior employe and such junior employe so displaced shall have the same right of displacement.