

A G R E E M E N T

Between

PACIFIC ELECTRIC RAILWAY COMPANY

and

THE EMPLOYES OF THE MECHANICAL DEPARTMENT

Represented By

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

Effective September 1, 1949

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APPENDIX "A"

Vacation Agreement effective with calendar year 1942.

APPENDIX "B"

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

APPENDIX "C"

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

APPENDIX "D"

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

PREAMBLE

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

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

RULE 1

HOURS OF SERVICE

Section 1(a) Except as otherwise provided in these rules, eight (8) consecutive hours work exclusive of the meal period shall constitute a day's work.

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

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

Section 2. Establishment of Shorter Work Week

Note

The expressions "positions" and "work" 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 agreement, 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 agreement 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.

RULE 1 - (Continued)

(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 individual agreements.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(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 paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees 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 the rules 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 consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), above, the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (e), above.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (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.

RULE 1 - (Continued)

- (5) If the foregoing does not solve the problem, then some of the relief 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.
- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments into effect subject to the right of employes to process the dispute as a grievance or claim under the rules 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) - 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.

(i) - Sunday Work -

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 be 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.

(j) - Bulletin Rule -

Existing assignments reduced to a five day basis under this agreement shall not be considered new jobs under bulletin rules and

RULE 1 - (Continued)

employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

RULE 2

OVERTIME

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

(b) 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 where days off are being accumulated.

(c) 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 where days off are being accumulated.

(d) 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 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.

(e) Except as otherwise provided, employes who are required to work on assigned rest days and the following holidays, i.e., New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided that when any of the above holidays fall on Sunday the day observed by the State or Nation or by Proclamation shall be considered the holiday) shall be compensated therefore under Rule 5.

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

*check for
use of 10 min.
under J.B.M.
system*

RULE 3

MEAL PERIOD

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

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

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

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

RULE 4

- Blank -

RULE 5

CALLED AND RELEASED

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

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

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

RULE 6

CHANGE OF SHIFT

Employees required to change from one shift to another will be paid overtime rates for the first shift of each change, except when fourteen (14) hours have elapsed from the closing time of their regular shift or when transferred at their own request. This will not apply to employees changing shifts incident to fulfilling regular relief assignments.

RULE 7

EQUALIZING TIME

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

RULE 8

SLIDING SCALE

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

RULE 9

FILLING VACANCIES

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

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

RULE 10

LEAVE OF ABSENCE

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

RULE 10 - (Continued)

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

RULE 11

SENIORITY

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

INTERPRETATION

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

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

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

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

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

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

(c) An employe covered by this agreement who has or may hereafter obtain a clerical position in the Mechanical Department, shall retain and accumulate seniority in the Mechanical Department.

RULE 12

SENIORITY ROSTERS

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

RULE 12 - (Continued)

seniority rosters will not thereafter be subject to protest, except for correction of typographical error. General Chairman shall be furnished copies of rosters.

RULE 13

TRANSFERS

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

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

RULE 14

OFFICIAL POSITION

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

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

RULE 15

FOREMAN - PROMOTION

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

RULE 16

FOREMANSHIP - FILLING TEMPORARILY

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

RULE 17

LEAD WORKMEN

In small gangs a lead mechanic or workman shall be assigned who will take the lead and direct the work of other members of the gang. For such services a differential rate of six (6) cents per hour will be paid in addition to the established rate of the craft.

RULE 18

ABOLISHMENT OF POSITIONS

Eight (8) days' notice will be given when positions are changed through reduction of force or abolishment of positions. Employees so affected will be given the privilege of placing themselves in such positions as their seniority and qualifications entitle them to, but only employees who are actually disturbed by such re-arrangement of positions shall be permitted to exercise their seniority. Employees exercising seniority under this rule must do so within the eight (8) day period prescribed in this rule. However, if seniority is exercised subsequent to five (5) days from date of notice by employees incumbent on positions changed or abolished, they will not be permitted to assume duties on selected position until three (3) days from date of notification of displacement.

RULE 19

REDUCTION IN AND RESTORATION OF FORCE

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

When forces are subsequently increased, employees shall be returned to service in the order of their seniority.

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

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

RULE 20

COURT OR BOARD OF INQUIRY ATTENDANCE

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

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

RULE 21

DISCIPLINE, GRIEVANCE AND INVESTIGATION

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

(b) If decision as provided for in Paragraph (a) is unsatisfactory, the employe, or the duly authorized representative of his craft, may appeal the case to the next higher officer up to and including the highest official designated by the carrier.

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

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

RULE 22

CONFERENCE

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

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

RULE 23

HELPER APPRENTICES

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

The number of Helper Apprentices shall be consistent with the requirements of the service as specified in Rule 24(g). A Helper Apprentice may be promoted to the position of Mechanic if a position is available, and he has qualified, in less than six (6) periods of 130 eight hour days of service, overtime excluded. At the expiration of six (6) periods of 130 eight hour days of service as Helper Apprentice, overtime excluded, he will be offered promotion if a position is available. He may, if no position is open, continue as Helper Apprentice only until it is possible to promote him. At the expiration of training period Helper Apprentice who declines promotion or fails to qualify when promoted, will be reduced to the Helpers' class and rate of pay.

(NOTE: See Appendix "C" also).

RULE 24

REGULAR APPRENTICES

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

(b) Applicants for regular apprenticeship will be between eighteen (18) and twenty-four (24) years of age, and if accepted, shall serve eight periods of 130 eight hour days, overtime excluded.

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

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

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

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

(f) If within the first period of 130 eight hour days of service an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

RULE 24 - (Continued)

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

FORM OF INDENTURE

(Subject to Requirements of National or State Laws)

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

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

SERVICE PERFORMED DURING APPRENTICESHIP

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

(Name of Craft)

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

RULE 25

FAITHFUL SERVICE

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

RULE 26

PAYING OFF

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

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

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

RULE 27

TOOLS

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

RULE 28

CONDITION OF SHOPS

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

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

RULE 29

POSTING OF NOTICES

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

RULE 30

FREE TRANSPORTATION

(a) Employes covered by this agreement and those dependent upon them for support, will be given the same consideration in granting free

RULE 30 - (Continued)

transportation as is granted other employes in service.

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

RULE 31

PROTECTION TO EMPLOYES

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

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

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

RULE 32

PERSONAL INJURIES

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

RULE 33

MACHINISTS' SPECIAL RULES QUALIFICATIONS

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

RULE 34

CLASSIFICATION OF MACHINISTS' WORK

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building

RULE 34 - (Continued)

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

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

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

RULE 35

MACHINIST HELPERS

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

RULE 36

BLACKSMITHS' SPECIAL RULES

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

RULE 37

CLASSIFICATION OF BLACKSMITHS' WORK

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

RULE 38

BLACKSMITH HELPERS

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

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

RULE 39

SHEET METAL WORKERS' SPECIAL RULES QUALIFICATIONS

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

RULE 40

CLASSIFICATION OF SHEET METAL WORKERS' WORK

Sheet Metal Workers' work shall consist of tinning, coppersmithing in shops, yards, buildings or passenger coaches and motor coaches, locomotives, etc., the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter,

RULE 40 - (Continued)

including brazing, soldering, tinning, leading, in connection with Sheet Metal Workers' work the bending, fitting, cutting, threading, brazing, connecting and disconnecting pipes, and all other work generally recognized as Sheet Metal Workers' work.

RULE 41

ELECTRICAL WORKERS' SPECIAL RULES QUALIFICATIONS

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

RULE 42

CLASSIFICATIONS OF ELECTRICIANS

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

RULE 43

ELECTRICAL WORKER HELPERS

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

RULE 44

QUALIFICATIONS OF CARMEN

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

RULE 44-A

CLASSIFICATION OF CARMEN'S WORK

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

RULE 45

CARMEN HELPERS

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

RULE 46

LABORERS' DUTIES

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

RULE 47

LABORERS - RESTRICTION

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

RULE 48

CLEANERS

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

RULE 49

WELDERS

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

RULE 50

EMERGENCY SERVICE - ROAD WORK

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

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

RULE 50 - (Continued)

In connection with Rule 50, Section (b), yard limits are designated as follows:

Los Angeles City District:

~~Valley Junction and General Hospital on the north;
Amoco Junction and Butte Street Yard on the south;
Vineyard, Edendale, and Hollywood Junction on the west.~~

Pasadena City District:

~~Mendocino and Lake on the north;
South Fair Oaks Car House on the south;
Lananda Park, Daisy Street on the east.~~

Long Beach City District:

Long Beach City Limits.

RULE 51

APPLYING CLASSIFICATIONS

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

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.

This rule does not prohibit foremen in the exercise of their duties to perform work.

RULE 52

INTERPRETATION OF AGREEMENT

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

RULE 53

VACATIONS

Employes shall be granted vacations in accordance with the provisions of Appendices A and B to this agreement. However, the number of vacation days for which an employe is eligible under any vacation rule shall

RULE 53 - (Continued)

be reduced by one-sixth (1/6th) effective September 1, 1949.

If the qualifying period is expressed in days, the days 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 periods shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.

RULE 54

RATES OF PAY
(Effective September 1, 1949) ✓

CARMEN - PASSENGER

HOURLY

Carmen	\$ 1.738
Car Repairers	1.654
Helpers	
Less than one year's service	1.426
Over one year's service	1.462
Machine Operators	1.486
Cleaner-Operator	1.39
Cleaners	1.306

All present differentials to be maintained.

CARMEN - FREIGHT

Freight Carmen	1.654
Inspectors	1.654
Helpers	
Less than one year's service	1.426
Over one year's service	1.462

All present differentials to be maintained.

MACHINISTS

Machinists	1.738
Helpers	
Less than one year's service	1.426
Over one year's service	1.462
Auto-machinists	1.738
Auto-repairers	1.654
Auto Helpers	
Less than one year's service	1.426
Over one year's service	1.462

All present differentials to be maintained.

RULE 54 - (Continued)

SHEET METAL WORKERS

HOURLY

Sheet Metal Workers	\$ 1.738
Helpers	
Less than one year's service	1.426
Over one year's service	1.462

All present differentials to be maintained.

ELECTRICAL WORKERS

Electrical Workers	1.738
Helpers	
Less than one year's service	1.426
Over one year's service	1.462
Crane Operators - under 40 tons	1.69

All present differentials to be maintained.

BLACKSMITHS

Blacksmiths	1.738
Helpers	
Less than one year's service	1.426
Over one year's service	1.462

All present differentials to be maintained.

FIREMEN AND OILERS

Power House Operators	280.51 Per Month
	276.01 " "
Laborer	1.366

It is understood and agreed that the foregoing constitutes an agreement between the PACIFIC ELECTRIC RAILWAY COMPANY, and certain of its employes represented by SYSTEM FEDERATION NO. 159, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L., MECHANICAL SECTION, covering rules and regulations governing rates of pay and working conditions of employes employed on the Pacific Electric Railway Company's Lines who fall within the scope of this agreement as hereinafter specified, and, except as otherwise provided, are in effect September 1, 1949, and, subject to the provisions of the Railway Labor Act,

or agreement between the parties hereto, shall remain in effect, subject to thirty (30) days' notice in writing being given by either party of a desire to change or terminate same, or any portion thereof.

DATED AT LOS ANGELES, CALIFORNIA, this 14th day of July, 1949,

FOR THE PACIFIC ELECTRIC
RAILWAY COMPANY:

L. R. McIntire,
Manager of Personnel.

FOR THE EMPLOYEES:

Louis E. Brown, President, System
Federation No. 159, Railway Employees'
Department A.F. of L., Mechanical
Section.

Louis E. Brown, General Chairman,
Brotherhood Railway Carmen of America.

Denver T. Johnstone, Secretary, System
Federation No. 159, Railway Employees'
Department A.F. of L., Mechanical Section

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

Clyde Schwarz, General Chairman,
International Association of Machinists.

Robert Boyd, General Chairman,
International Brotherhood of Black-
smiths, Drop Forgers and Helpers.

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

John Kincaid, General Chairman,
International Brotherhood of Firemen
& Oilers, Helpers, Roundhouse & Railway
Shop Laborers.

APPENDIX "A"

VACATION AGREEMENT

PREAMBLE

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

ARTICLES OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. This Agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months' notice (which notice may be served in 1943 or in any subsequent year) by the Carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served.

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

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

APPENDIX "A"

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

For the Pacific Electric
Railway Company:

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

For the employes represented by the
participating labor organizations:

The Order of Railroad Telegraphers:

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

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

(Orig.Sgd.) Geo. DeYoung
General Chairman.

Brotherhood of Maintenance of Way
Employes:

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

Brotherhood of Railroad Signalmen
of America:

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

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

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

APPENDIX "B"

SUPPLEMENTAL VACATION AGREEMENT

PREAMBLE

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

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

Section 2: 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:

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

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

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

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.

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

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

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

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreement as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by the carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

Section 7: Blank

Section 8: Blank

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

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

FOR THE PACIFIC ELECTRIC
RAILWAY COMPANY

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

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

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

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

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

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

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

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

APPENDIX "C"

MEMORANDUM OF AGREEMENT

(Advancing Helpers to Mechanics)

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

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

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

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

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

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

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

APPENDIX "C"

advanced shall remain on position to which assigned without bidding rights as a mechanic.

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

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

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

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

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

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

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

This Agreement becomes effective January 1, 1943.

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

FOR THE PACIFIC ELECTRIC
RAILWAY COMPANY

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

FOR THE EMPLOYEES:

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

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

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

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

By (Orig.Sgd.) W. F. Blythe
Sheet Metal Workers International
Association.

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

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

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

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

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

3. The employee shall furnish to the proper Company officer a certificate or other written evidence of the fact that the absence on leave was in connection with the pursuit of the educational activities herein referred to, such certificate to show the date on which the activities were completed or terminated.
4. An employee, if he desires, upon giving five (5) days' written notice of his intentions, shall be privileged, during vacation periods from such educational activities, to return temporarily to the Company's service while on leave of absence, and during such temporary returns to service shall be privileged to exercise his seniority in the same manner as provided in paragraph 2 hereof.

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

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

FOR THE PACIFIC ELECTRIC
RAILWAY COMPANY

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

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

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

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

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

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

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

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