

A G R E E M E N T

Between

PACIFIC ELECTRIC RAILWAY COMPANY

and its

TERMINAL FOREMEN, STATION MASTERS AND TRAIN DISPATCHERS

Represented by the

AMERICAN TRAIN DISPATCHERS ASSOCIATION

EFFECTIVE SEPTEMBER 1, 1949

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- No. 1 Effective date and application of miscellaneous agreement provisions.
- No. 2 Schedule of rates of pay.
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ARTICLE 1

SCOPE

(a) This Agreement shall govern the working conditions of Terminal Foremen, Station Masters and Train Dispatchers.

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

ARTICLE 2

HOURS OF SERVICE - OVERTIME

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

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

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

ARTICLE 3

REST DAYS AND RELIEF SERVICE

(a) Each regularly assigned employe will be entitled and required to take two (2) regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such assigned rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working any Train Dispatchers, Terminal Foreman or Station Master in excess of five (5) days per week. Regularly assigned employes who are required to perform service on the rest days assigned to their position will be paid at rate of time and one-half for service performed on either or both of such rest days. Extra employes who are required to work as Train Dispatcher, Terminal Foreman or Station Master in excess of five (5) consecutive days shall be paid one and one-half times the basic straight time rate for work on either or both the sixth or seventh days but shall not have the right to claim work on such sixth or seventh days.

NOTE: The term "rest days" as used in this Article 3(a) means that for a regularly assigned employe seventy-two (72) hours (non-consecutive rest days 48 hours), and for a relief employe (who performs five (5) consecutive days' service as Train Dispatcher, Terminal Foreman or Station Master) fifty-six (56) hours (non-consecutive rest days 32 hours), shall elapse between the time he is required to report on the day preceding the "rest days" and the time required to report on the day following the rest days. These definitions of the term "rest days" will not apply in case of transfers due to Train Dispatchers, Terminal Foremen and Station Masters exercising seniority.

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

(c) Where relief requirements regularly necessitate four or more days of relief service per week, relief positions shall be established and the incumbent paid the daily rate of each position relieved, and when not engaged in such service, will be assigned to other service and paid therefor commensurate with the other service rendered. (See Appendix No. 1)

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

(e) Effective September 1, 1949 the number of vacation days with pay to which an employe may be eligible to receive under the Mediation Agreement of March 4, 1944, shall be reduced by one-sixth.

Effective with the calendar year 1950 an annual vacation of two weeks (10 working days) with pay will be granted each employe who renders compensated Dispatcher, Terminal Foreman or Station Master service on not less than one hundred fifty-one (151) days during the preceding calendar year 1949.

Effective with the calendar year 1951, and thereafter, an annual vacation of two weeks (10 working days) with pay will be granted each employe who renders compensated Dispatcher, Terminal Foreman or Station Master service on not less than one hundred thirty-three (133) days during the preceding calendar year, under the following conditions:

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

(1) When vacations are afforded

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

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

(2) When vacations are not afforded

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

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

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

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

(4) No vacation with pay, or payment in lieu thereof, will be due an 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.

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

(6) The terms of this Section shall not be construed to deprive any 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.

ARTICLE 4

RATES AND APPLICATION OF PAY

(a) Terminal Foremen, Station Masters and Train Dispatchers shall be monthly employes, but the monthly compensation shall be computed on a daily basis.

(b) The daily rate of pay shall be determined by multiplying the regular monthly rate by twelve and dividing the result by 261. To determine the straight time hourly rate, divide the monthly rate by 174.

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

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

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

ARTICLE 5

SENIORITY

(a) The seniority of an employe as a Terminal Foreman, Station Master or Train Dispatcher will date from the time he last entered service as such except those employed or promoted from other service who are not experienced after November 1, 1936, will, upon completion of the required qualification period and the passing of required examination, be given their seniority at the completion of the first day they actually perform the duties of a qualified Terminal Foreman, Station Master or Train Dispatcher.

Note: It is understood that up to the first day's actual performance of the duties of a qualified Terminal Foreman, Station Master or Train Dispatcher, the employe has no recourse if the management decides he has not shown sufficient fitness and ability for the position.

(b) Seniority rights of qualified Terminal Foremen, Station Masters and Train Dispatchers shall extend to all positions on the System, but can only be exercised when vacancies occur, new positions created, or as otherwise provided in this agreement.

(c) Separate seniority lists of all those entitled to seniority as Terminal Foremen, Station Masters or Train Dispatchers, showing their seniority date as such, will be compiled in January of each year and kept on file open for inspection of all concerned. Seniority lists and dates will be considered as permanently established if not protested in writing within thirty (30) days from date of first posting. Errors in carrying names and dates forward from one roster to another will be corrected upon notice thereof. Five copies of lists will be furnished Chairman.

(d) In filling positions of Terminal Foreman, Station Master or Train Dispatcher, fitness and ability being sufficient, seniority will be observed.

(e) Vacancies and new positions in the separate classes of Terminal Foremen, Station Masters and Train Dispatchers, known to be of twelve (12) days or more and less than six (6) months duration, will be subject to seniority choice of regularly assigned employes in the class where vacancy exists, and the final vacancy awarded to qualified extra employe in the order of seniority choice. At expiration of such vacancies or new positions, employes assigned thereto will revert to their regular assignments or extra list.

(See Appendix No. 1)

NOTE: Vacancies and new positions of less than twelve (12) days may be confined to extra men assigned in train service at the particular terminal where the temporary vacancy exists. It is understood that the purpose of this arrangement is to insure that extra men assigned will be given work at a location where they are familiar with what is going on and to avoid possible excessive travel time and inconvenience to other extra men on the district. In the event there is no qualified extra man at the particular terminal to fill the vacancy under the conditions herein outlined, such vacancy may be confined to extra men on the district.

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

Employes regularly assigned to positions in the class where vacancy exists will be entitled to transfer to such positions or to positions made vacant by such re-arrangement of forces and the final vacancy advertised to extra employes of the class where vacancy exists.

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

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

(h) In event an employe applying for and awarded a position declines to accept it, the position will be filled from the remaining list of qualified

applicants, according to seniority without re-advertising. Failure to bid for or to accept a position will not cause forfeiture of seniority.

(i) Employes now filling or hereafter accepting official positions with the Company or the American Train Dispatchers Association will retain their seniority rights. If returned to active service as Terminal Foreman, Station Master or Train Dispatcher within one year of date of acceptance of official position, may return to the position vacated; after one year, if qualified, they may exercise seniority to displace the junior assigned employe on the System, otherwise they may go on the extra list and thereafter exercise full seniority to obtain vacancies or new positions, provided this displacement is exercised within thirty (30) days from date of loss of official position.

Note: It is understood that a position to come under the term official must carry a higher or equal classification and monthly wage rate of the highest wage rate applicable to positions within scope of this agreement.

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

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

(l) Extra Terminal Foremen, Train Dispatchers and Station Masters may be required to qualify on all tricks in the respective work classifications on the district to which assigned and will not be considered available for extra work on any trick until so qualified. Except in case of emergency not to exceed 48 hours, the senior qualified available extra man will be called first. If, due to justifiable circumstances, the senior qualified available extra man does not desire to fill the vacancy, he will be permitted to pass it up and the next senior qualified available extra man will be called. Under similar circumstances the list of senior qualified available extra men may be canvassed until the junior qualified available extra man properly falls for the work. He will be required to fill the vacancy and will, concurrently with refusal to fill such vacancy, forfeit his seniority in the class affected.

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

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

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

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

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

Interpretation:

Where the working conditions of a Terminal Foreman, Station Master or Dispatcher's assignment are changed, such changed assignment shall be considered a new position within the meaning of paragraphs (b), (e) and (f) of Article 5.

In such cases, the Terminal Foreman, Station Master or Dispatcher regularly assigned to such position immediately prior to the effective date of the change shall be considered as regularly assigned until the closing date of the bulletin advertising the changed position for choice for the purpose of application of paragraph (f) of Article 5.

In addition, the regular employe may, if he so elects, exercise seniority to displace the junior assigned Terminal Foreman, Station Master or Dispatcher on the system, or go on the extra list.

ARTICLE 6

DISCIPLINE - INVESTIGATIONS

(a) An employe shall not be dismissed without investigation, at which investigation he may be represented by a representative of his choice. He may, however, be held out of service pending such investigation. The investigation shall be held within ten (10) days of the date when charged with the offense or held from service. A decision will be rendered within ten (10) days after completion of investigation. Investigation will be held at such time as not to cause employe to lose rest or time whenever practicable to do so.

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

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

(d) The decision of the officer holding the investigation may be appealed in writing to the next highest officer by the employe or his representative, within ten (10) days from date of decision, copy of notice of appeal to be filed with the officer whose decision is appealed. Similarly, appeals may be made in turn to higher officers up to and including the ranking officer designated by the Company to hear such appeals, or his representative. Officers receiving notice of appeal will within ten (10) days render decision thereon or hear such appeal, and if hearing is held, employe may be assisted by duly accredited representative, and decision will be rendered within ten (10) days thereafter.

(e) An employe who considers himself unjustly treated shall have the same right of investigation and appeal if written request is made to his supervising officer within ten (10) days after occurrence of the alleged unjust treatment.

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

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

ARTICLE 7

ATTENDING COURT

When, by request of the Company, employes are used as witnesses at inquests or suits brought or defended by the Company, they will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses. Should such service fall on their rest day, they shall be compensated as if it was a work day. Any fee or mileage accruing to employe will be assigned to the carrier.

ARTICLE 8

MISCELLANEOUS

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

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

(c) This Agreement becomes effective on September 1, 1949, and shall continue in effect, (subject to Municipal, State or Federal legislation) for one year and thereafter until either party desiring to change or cancel it

shall have given the other party thirty (30) days' notice in writing of intention to cancel it, or of the changes desired, unless another date is mutually agreed to.

Dated at Los Angeles, California, this 9th day of May, 1949.

FOR THE PACIFIC ELECTRIC RAILWAY
COMPANY:

FOR THE EMPLOYEES:

L. R. McIntire, Manager of Personnel

Fred L. McCulley, General Chairman,
American Train Dispatchers Association.

MEMORANDUM OF UNDERSTANDING

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

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

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

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

(4) Positions, where Train Dispatchers perform Terminal Foremen duties or Terminal Foremen perform Train Dispatcher duties, may be continued or established under either classification (title).

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

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

(7) Employes working under the direction of Train Dispatchers, diverting traffic, single tracking account of construction work or obstructions and or account of other such interruptions, will not be classified as Train Dispatchers and such work will not come within the Scope of the Train Dispatchers' Agreement.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

By A. C. BRADLEY, Assistant to General Manager.

FOR THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

By A. M. Gorman, General Chairman
C. A. Newman, Vice General Chairman
F. L. McCulley, Vice General Chairman

Dated at Los Angeles, California
October 24, 1936

SCHEDULE OF RATES OF PAY
(Effective September 1, 1949)

| | (1) <u>Monthly</u> | (2) <u>Daily</u> | (3) <u>Hourly</u> | (4) <u>Overtime</u> |
|----------------------------|-----------------------|---------------------|----------------------|------------------------|
| Terminal Foremen | \$390.60 | 17.96 | 2.2448 | 3.3672 |
| Train Dispatchers | 390.60 | 17.96 | 2.2448 | 3.3672 |
| Station Masters | 375.60 | 17.27 | 2.1586 | 3.2379 |
| Assistant Terminal Foremen | 349.38 | 16.06 | 2.0079 | 3.0119 |
| Assistant Station Masters | 339.38 | 15.60 | 1.9505 | 2.9258 |

Relief--Rate of Position Relieved.

- (1) Base 174 Hours. (Adjustments on factor of 200 Hours)
- (2) Monthly rate multiplied by 12 divided by 261 (annual working days)
- (3) Monthly rate divided by 174
- (4) $1\frac{1}{2}$ Times the Hourly Rate.

CASE: ATD-331

MEMORANDUM OF AGREEMENT

It is mutually agreed between the PACIFIC ELECTRIC RAILWAY COMPANY and the AMERICAN TRAIN DISPATCHERS ASSOCIATION, that in order to more adequately protect the work of Terminal Foremen, Train Dispatchers and Station Masters and to provide proper training of men for these positions, the classification of Assistant Terminal Foreman, Assistant Train Dispatcher and Assistant Station Master, may be established in offices as may be agreed upon by the above named parties, and such positions shall be included in the scope of the respective Agreements effective November 1, 1936, under the conditions set forth in the following provisions:

1. The assigned hours of "Assistants" shall be concurrent with the hours of service of regular positions, and their assigned hours may be divided in more than one class.
2. These positions shall be filled by appointment by the management, except that extra Terminal Foremen, Extra Train Dispatchers, and Extra Station Masters, who have acquired a seniority date as such shall be appointed, for a period of three (3) months at locations where they are not qualified on all positions, during which time they will be required to qualify on all positions, at the location or locations to which assigned and at expiration of the three (3) month period they will revert to the Extra list, or they may be appointed for the same period and under the same conditions in another office.
3. Appointments of men who have no seniority in any of the three groups named in Item 1, shall be for a probationary period of six (6) months, during which time incumbents will be required to qualify for all positions at the location or locations to which assigned. During the first six (6) months, which is a probationary period, the management may release any appointee not deemed acceptable or not demonstrating sufficient aptitude, fitness and ability. At the expiration of the six (6) months period they will, if qualified, be accorded a seniority date in the class or classes for which they have qualified, as of the day following expiration of the six (6) months period and revert to the Extra list, except, if qualified for all positions at the location or locations to which assigned, prior to the expiration of six (6) month period,

they will be given a seniority date as of the date qualified and revert to the Extra list, unless such period is extended by mutual agreement between the Management and General Chairman, or may be appointed at another location for a like period and under the same condition.

It is understood that the right to determine qualifications of employes appointed under the provisions of this paragraph is reserved to the Management.

4. Displacements on positions established under paragraph No. 3 shall not be permitted, except, when the judgment of the management, and concurred in by the General Chairman, an adequate Extra force is available.
5. When, in the judgment of the Supervising Officer, and after recommendation by the Terminal Foremen, Train Dispatchers and Station Masters with whom the Appointee as Assistant has worked, he is qualified, he will be issued a certificate by the Supervising Officer to that effect, designating the position or positions for which qualified.
6. Provisions of the current agreements governing the hours of service and working conditions for Terminal Foremen, Train Dispatchers and Station Masters, in conflict with the provisions of this Memorandum of Agreement will be inoperative for positions covered herein.
7. It is understood that employes appointed to these positions will retain and accumulate seniority on the roster from which appointed to the extent permitted by the agreements covering such employes and rosters.
8. It is further understood that when necessary to deviate from the provisions of this Memorandum of Agreement and/or provisions of the current agreements governing the hours of service and working conditions of Terminal Foremen, Train Dispatchers and Station Masters, to establish and make workable these new classifications, the General Chairman is authorized to concur in such deviation for such periods as deemed necessary.
9. The rates of pay shall be as follows:

| | |
|-----------------------------|------------------|
| Assistant Terminal Foremen | \$235.00 per mo. |
| Assistant Train Dispatchers | \$235.00 per mo. |
| Assistant Station Masters | \$225.00 per mo. |

This Memorandum of Agreement shall be effective as of September 1, 1942, and shall continue in effect thereafter subject to cancellation by

thirty (30) days written notice by either party and is otherwise subject to all of the terms and conditions of the current agreements between the parties hereto effective November 1, 1936, together with revisions thereof except as provided in paragraph No. 6 hereof.

FOR THE PACIFIC ELECTRIC RAILWAY COMPANY

(Orig. Signed) A. C. Bradley

FOR THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

(Orig. Signed) A. M. Gorman
Vice President.

(Orig. Signed) Fred L. McCulley
General Chairman.