

**AGREEMENT**

**BETWEEN**

**PACIFIC ELECTRIC RAILWAY COMPANY**

**AND CERTAIN OF ITS**

**FOREMEN AND-OR SUPERVISORS OF MECHANICS**

**IN THE**

**MECHANICAL DEPARTMENT**

**REPRESENTED BY**

**THE AMERICAN RAILWAY SUPERVISORS ASSOCIATION, INCORPORATED**

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**COVERING RATES OF PAY, RULES AND WORKING CONDITIONS  
OF SUPERVISORS, AS HEREINAFTER PROVIDED FOR.**

**EFFECTIVE DECEMBER 1, 1952**

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PREAMBLE

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

A spirit of cooperation between the Management, the Supervisors, and their respective representatives is essential to safe and efficient maintenance and operations, and both parties to this Agreement agree to so conduct themselves.

It is recognized that responsibility for success rests equally with Management and the Supervisors.

## REPRESENTATION

The American Railway Supervisors Association, Incorporated, on August 7, 1952, was duly designated and authorized by the National Mediation Board, under Certification in disposition of Case No. R-2587, to represent Foremen and/or Supervisors of Mechanics in the Mechanical Department of the Pacific Electric Railway Company.

RULE 1

DEFINITION "SUPERVISOR"

The term "Supervisor", as hereinafter used, shall be understood to mean monthly rated Supervisors of the Mechanical Department below the rank of General Foreman who supervise mechanics, apprentices and their helpers in the Mechanical Department. It shall not include special representatives of the General Superintendent Motive Power.

RULE 2

BASIS OF PAY

(a) Supervisors will be compensated on a monthly basis.

The pro rata daily rate shall be computed by multiplying the monthly rate by 12 and dividing the result by 254. The pro rata hourly rate shall be one-eighth ( $1/8$ ) of the daily rate.

(b) Subject to the provisions of Paragraph (a) of this Rule, a Supervisor required on proper authority to work in excess of eight and one-half ( $8\frac{1}{2}$ ) hours per day will be paid for such work at the pro rata hourly rate of his position on an actual minute basis,

(c) Supervisors notified or called to perform work not continuous with their regular work period, or on assigned days off or the holidays listed in Rule 5, shall be paid therefor at the pro rata rate on the minute basis for time actually worked with a minimum allowance of three (3) hours.

RULE 3

PRESERVATION OF RATES

A regularly assigned Supervisor temporarily assigned to a higher rated position shall receive the higher rate while so assigned. A regularly assigned Supervisor temporarily assigned to a lower rated position shall not have his rate reduced.

Existing rates of pay shall not be changed except by agreement.

RULE 4

RATING NEW POSITIONS

(a) The rate of pay of new positions will be in conformity with the rate of pay of positions of similar duties and responsibilities.

(b) Established positions will not be discontinued and new ones created under a different title, covering relatively the same grade of work, for the purpose of reducing the rate of pay, or evading the application of these rules.

RULE 5

HOURS OF SERVICE

The basic assignment of Supervisors shall not be in excess of eight and one-half (8½) hours per day, five (5) days per week. Supervisors will be excused on the following holidays when the requirements of the service permit: New Year's Day, Washington's Birthday, Decoration (Memorial) Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided, that when any of the holidays named fall on Sunday the day observed by the State or Nation, by law or proclamation, shall be considered the holiday.

RULE 6

REST DAYS AND RELIEF

(a) Except as provided in Paragraph (c) of this Rule, regularly assigned Supervisors will be allowed two (2) days off each work week (Saturday and Sunday if practicable). In assigning days off they shall be consecutive to the fullest extent consistent with service requirements. The term "work week", as used herein shall mean the period of seven (7) consecutive days beginning on the first day on which the assignment is bulletined to work.

(b) A Supervisor required by proper authority to work as a Supervisor on his day or days off, except as provided in Paragraph (c) of this rule, will be paid therefor at pro rata rate of the position to which assigned in accordance with Rule 2(c).

(c) It shall be permissible, and shall not be deemed a violation of this Rule, for a Supervisor to work in excess of five (5) consecutive days without being granted one or more days off when the requirements of the service necessitate a change in days off, or when a Supervisor changes from one assignment to another. In either event the Supervisor will assume the new days off or the days off of the position to which transferred.

RULE 6 - (Continued)

(d) The duties of Supervisors, who are off on their assigned days off, or for other reason, shall, where practicable, and so far as possible, be absorbed by the remaining supervisory forces.

(e) When Supervisors' positions consisting of five (5) days per week relief service are established and assigned by the Carrier, Supervisors assigned to such positions shall receive the same rate of pay as the Supervisors relieved. Relief positions may be established to relieve at more than one point.

(f) It is understood that the Carrier is not obligated to fill a temporary vacancy in a Supervisor's position, or to provide relief on off days of regular positions, this being recognized as a prerogative of the Carrier.

RULE 7

PERSONAL EXPENSES

A Supervisor required by the Carrier to perform service which requires personal expense to the Supervisor shall be reimbursed for actual necessary expense in accordance with the Carrier's current regulations.

RULE 8

SENIORITY

(a) Seniority of Supervisors shall be on a system basis. Seniority date as Supervisor will be established as of the date and hour of first compensated service as a regularly assigned Supervisor. Seniority of employes permanently promoted to Supervisors on and subsequent to effective date of this Agreement will begin with date of such promotion.

(b) If two or more regularly assigned Supervisors commence initial compensated service as Supervisors on the same date and hour, their seniority ranking as Supervisors shall be the same as their ranking in point of last continuous service with the Carrier. In event both are newly employed as Supervisors and have not enjoyed continuous prior service with the Carrier, seniority ranking will be established on the basis of the date and hour of physical examination conducted by the Carrier to determine physical eligibility for entry into service.

(c) A Supervisor will be permitted to exercise seniority only under any of the following conditions:

- (1) When new position is created or temporary or permanent vacancy occurs.



RULE 8 - (Continued)

(2) When deprived of position through no fault of his own; except, that if such position was temporary or was a temporary vacancy on a permanent position, the Supervisor, unless displaced by a senior Supervisor, shall be required to return to his former position if still in existence. Otherwise, he shall exercise seniority in the same manner as though displaced.

(3) When displaced by a senior Supervisor.

(4) When returning to active service as a Supervisor from leave of absence under Rule 12(a).

(d) Notification of vacancies on new positions as Supervisor, or vacancies as such that occur, will be furnished Supervisors by the Carrier, with copy to Local Chairman; except, that vacancies or new positions of less than thirty (30) calendar days duration will not be subject to such notification and may be filled by the head of the sub-department in which the vacancy occurs. Notification will be issued when a temporary vacancy becomes permanent. Notifications will show the position, salary, headquarters location and service requirements.

Applications must be made in writing to the designated officer and in order to receive consideration must be received by the designated officer within ten (10) calendar days of date of notification. Positions will be filled within fifteen (15) calendar days from date of notification and successful applicant notified, with copy to Local Chairman. Positions will be filled on basis of qualifications and seniority. Qualifications being sufficient, seniority will prevail.

(e) A Supervisor who is unassigned as such, except where on leave of absence under Rule 12(a), who fails to exercise his seniority on any position of Supervisor for which he is qualified shall forfeit his seniority unless otherwise agreed upon by proper officers of the Carrier and the Supervisor's representative.

(f) An unassigned Supervisor who exercises seniority in the craft from which promoted to Supervisor shall retain and accumulate seniority as a Supervisor, subject to Paragraph (e) of this Rule. The intent of this Paragraph (f) is that none of the rules of this Agreement shall preclude Supervisors from retaining and accumulating seniority in the craft from which promoted.

RULE 8 - (Continued)

(g) Seniority roster will be prepared as of effective date of this Agreement and thereafter revised in January of each year. Roster will be subject to protest for a period of sixty (60) calendar days from date of posting. Upon presentation of proof of error by a Supervisor within such sixty (60) day period, such error will be corrected. If no protest is made by a Supervisor within such sixty (60) days, the roster will be considered correct and will not be subject to further protest, except for typographical errors. Otherwise, no changes in roster will be thereafter made except by agreement between the Carrier and The American Railway Supervisors Association, Inc.

Seniority roster shall list all Supervisors, showing their name and seniority date.

Copies of seniority roster will be furnished each Supervisor and the Local and General Chairman.

RULE 9

POSITIONS ABOLISHED

(a) When position of a Supervisor is to be abolished, five (5) days' notice will be given, with copy to the authorized representative.

(b) It is understood and agreed that nothing in this Agreement shall be construed as requiring the maintenance of any position.

RULE 10

VACATIONS

(a) A Supervisor who has held position of Supervisor continuously for one (1) year or more, will be granted ten (10) working days vacation with pay each calendar year. The senior Supervisor will be given preference in assignment of vacations. Provided, that no vacation with pay or payment in lieu thereof will be due a Supervisor whose employment relationship 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.

(b) Vacations, or allowances therefor, under this Rule, and vacations under one or more separate agreements covering different classes or crafts, shall not be combined to create a vacation of more than the maximum number of days provided for in any such agreements.

SENIORITY ROSTEREffective December 1, 1952

(Rule 8(g))

NAME

Thomas H. Green	11- 1-19
Dirk C. F. Anraad	9-10-22
* Trueman J. Clifford	8- 1-25
* Dan Teleky	6-16-30
P. William Peet	3-25-35
* Roy L. Mankins	9-16-40
Elmer H. Harper	8- 4-41
Milton W. Foster	6- 1-42
Aage Nelson	2-16-43
John H. Roach	6-21-43
# George W. Thatcher	7- 1-43
* Gus M. Gunderson	7- 1-43
Clarence A. Staffler	7-16-43
Fred R. Soule	9- 5-43
Doc Beckett	9- 6-43
Louis Saal	12-16-43
Lacy King	3-20-44
Joseph W. Wilcomb	4-16-45
Irvin E. Mankins	7- 1-45
John A. Hawks	7- 1-45
Arvin F. Cash	7- 1-45
* Ralph M. Tracy	7- 1-45
* Allen L. Bristow	3-16-46
Roy S. Brucker	5- 6-47
* George W. Foster	10- 1-47
Charles Mitchell	2-16-49
Joel D. Hall	8- 1-49
David G. Flores	8- 1-49
Simon Rinkus	8- 1-49
* William S. Bowles	8- 1-49
Arthur M. Cole	1- 7-51
Carl L. Cross	2-12-51
Robert W. Simpson	2-19-51
John O. Hubener, Jr.	6-16-51
Earl G. Zwiebel	1- 1-52
E. Hubert Beauchamp	2-19-52
Clarence J. Hatzer	3- 1-52
Niccolo Blume	3-17-52
Carl F. Peer	6- 9-52
Theodore Huemerich	9- 1-52
Harvey D. Merrill	10- 1-52

\* Promoted to official position.

# Retired account physical disability.