

A G R E E M E N T

Between the

CENTRAL CALIFORNIA TRACTION COMPANY

AND THE

E M P L O Y E S

REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Effective September 20, 1942.

Reprinted _____

HOURS OF SERVICE AND WORKING CONDITIONS
GOVERNING EMPLOYEES NAMED HEREIN

SCOPE

Rule 1 -

These rules govern the hours of service and working conditions of all employees in the Maintenance of Way Department, such as foremen and assistant foremen of buildings, bridges, painter, construction, concrete, fence gang and pile driver; all mechanics and helpers coming under the supervision of the above foremen.

Foremen and assistant foremen such as section, yard, track construction, work train and all employees coming under the supervision of the foremen herein named.

These rules do not include supervisory employees above the rank of foremen.

SENIORITY

Rule 2 -

Seniority begins at the time the employe's pay starts in the class in which he is employed, except that seniority as a foreman shall begin on, and accumulate from the first date he is permanently assigned to a position as foreman, by bulletin.

Rule 3 -

Employees' seniority entitles them to consideration for positions according to length of time in service as provided hereinafter in these rules.

Rule 4 -

Seniority rights of all employees are confined to the sub-department in which they are employed.

Seniority of employees in the following sub-departments shall be shown by classes: Track Sub-department and Bridge and Building Sub-Department.

Rule 5 -

When forces are reduced the senior man in the sub-department and class on the seniority district capable of doing the work, shall be retained.

Rule 6 -

When force is reduced, position abolished, or an employe is displaced, he may, if qualified, displace any junior employe in point of seniority of the same class or lower class in the sub-department and the procedure shall be as follows:

- (1) An employe shall exercise seniority first, by displacing any employe his junior in the same class.

Rule 6 cont'd.

- (2) If there is no junior employe in the same class whom he may displace, he may exercise his seniority in the next lower class, or other lower class, to and including the lowest class in the sub-department.
- (3) Right of displacement must be exercised within five (5) days from the date employe loses his regular position except that employes returning from sick leave, authorized leave of absence or from serving on some other position by order of the carrier, who have lost their regular position during such absence through force reduction or abolishment of position, shall be allowed five (5) days to make displacement after return.

Rule 7 -

Seniority rosters will show the name and date employes entered the class of service in which employed.

Seniority rosters of employes in each sub-department and class will be compiled separately on a system basis.

Rule 8 -

Rosters will be revised in January of each year and will be open to correction for a period of thirty days after being posted at points accessible to employes affected.

Rule 9 -

Employes exercising their seniority rights will do so without expense to the railroad. Such employes will be given free transportation for themselves, dependent members of their families, and household goods, if permitted by law. Free rates on household goods need not be granted more than once in a twelve-month period.

Rule 10 -

(a) If employes, laid off by reason of force reduction, desire to retain their seniority rights, they must file (within five (5) days from date laid off) their address, with the officer of the sub-department notifying them of the reduction and renew same each sixty (60) days. Failure to file or renew the address each sixty (60) days, or to return to the service in their class within ten (10) days after being so notified, will forfeit seniority rights in all classes.

(b) When force is increased in any class, employes in each class, who have been laid off as result of force reduction, will be recalled to service in their respective classes, in the order of their seniority in such classes.

PROMOTIONS

Rule 11 -

Promotion will be based on ability, Merit, fitness and seniority; ability, fitness and merit being equal, seniority will prevail--the management to be the judge.

Rule 12 -

The provisions of Rule 11 will apply in transferring employes to fill vacancies or new positions.

Rule 13 -

An employe accepting promotion shall not lose accumulated seniority, and if position is abolished or employe demoted, he may exercise his seniority rights by displacing the youngest man in his class or classes.

An employe promoted and failing to qualify within ninety days may return to former position or exercise his seniority rights.

Rule 14 -

(a) Employes promoted to official positions with the Central California Traction Company will not lose their accumulated seniority, and same shall continue to accumulate while holding the official position.

(b) Employes promoted as provided in Paragraph (a) of this rule may, at the conclusion of their service in an official position, if senior, exercise their seniority to displace the junior employe in the class from which promoted; if no junior employe in such class may, if senior, exercise seniority in other classes in accordance with the provisions of Rule 6.

(c) Paragraph (b) of this rule will not apply in the event the employe is dismissed from the service of the Company.

Rule 15 -

New positions and vacancies will be bulletined within thirty days previous to or following dates such vacancies occur except that temporary vacancies need not be bulletined for a period of sixty days.

Rule 16 -

(a) Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten days at the headquarters of gangs in the sub-department of employes entitled to consideration for them. During this time, employes may file their applications with the official whose name appears on the bulletin. The appointment will be made before the expiration of thirty days from date bulletin is posted, and the name of the employe selected will then be bulletined. New positions or vacancies may be filled temporarily pending permanent appointment.

(b) Preferable new positions (also vacancies of ten (10) days or more duration) of laborer in the sub-department in which employed, shall be open to choice of senior laborers who have made written application for same to the Roadmaster. Laborers so transferred will retain accumulated seniority.

Rule 17 -

Employes declining promotion shall not lose their seniority.

GRIEVANCES

Rule 18 -

Rule 18 -

(a) The right of the company to discipline, suspend, or dismiss an employe for good and sufficient reasons, and the right of the employe who has been disciplined, suspended, or dismissed to have a fair and impartial hearing, if he so desires, are both recognized.

(b) An employe disciplined, suspended, or dismissed will be promptly advised in writing of the specific reason or cause for such action within ten (10) days. If dissatisfied, the employe shall, upon filing written request within ten (10) days of the date of such notice of discipline, suspension, or dismissal with the officer who signed the notification of discipline, suspension, or dismissal, be given a fair and impartial hearing within ten (10) days of the date of such written request, unless an extension of time is mutually agreed to. A decision will be rendered within ten (10) days after close of hearing.

(c) The hearing will ordinarily be held at the headquarters of the representative of the company conducting the hearing, or at a place best suited to a development of all of the facts in the case. When the place of hearing is not the home terminal of the employe, he will be furnished transportation to and from the home terminal and the place at which the hearing is to be held. (It shall be confined to the specific reason or cause for which the employe has been disciplined, suspended or dismissed.)

The employe may be represented by an employe of his choice coming within the scope of this agreement or by the local representative of the Brotherhood, and if desired, may select not to exceed three (3) employes as witnesses, at no expense to the company. A stenographic record of the testimony of the hearing shall be prepared by the company.

(d) A copy of the transcript of testimony of the hearing will be promptly furnished upon request to the employe, or to the local representative of the Brotherhood.

(e) The right of appeal in regular order to the highest officer of the company designated to handle such matters is conceded, providing written notice of such appeal is filed by the employe, or his representative, with the officer who rendered the decision within twenty (20) days of the date of such decision, and the appeal is submitted to the next higher officer designated by the company to handle such appeals within ten (10) days of the date of the notice of appeal.

(f) If the final decision does not sustain the charge, it shall be stricken from the record, and in the case of suspension or dismissal, the employe shall be reinstated with seniority unimpaired and paid for net wage loss, if any, unless otherwise agreed to by the company and the Brotherhood.

(g) The provisions of this rule shall not apply to an employe who has been in the service of the company for less than six (6) months.

RULE 19 - ~~CENTRAL CALIFORNIA TRACTION COMPANY~~

(As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949.)

Except as otherwise provided in these rules, eight (8) consecutive hours, exclusive of meal period, shall constitute a days work.

"Establishment of Shorter Work Week

NOTE

The expressions 'positions' and 'work' used in this Memorandum of Agreement 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.

"General -

There will be established, effective September 1, 1949, for all employes, subject to the exceptions contained in this Memorandum of 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 Company'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 which follows:

"Five-day Positions -

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

"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.

"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.

"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 the agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

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

"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 the foregoing Paragraphs captioned "Six-day Positions," "Seven-day Positions," and "Regular Relief Assignments," the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to the foregoing Paragraph captioned "Regular Relief Assignments".
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Memorandum of 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.

- (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive 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 nonconsecutive 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, the carrier may nevertheless put the assignments into effect subject to the right of employes to process the dispute as a grievance or claim under the rules agreements, 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.

"Rest Days of Extra or Furloughed Employes -

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

"Beginning of Work Week -

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

"Bulletin Rule -

Existing assignments reduced to a five day basis under this Memorandum of Agreement shall not be considered new jobs under bulletin rules and 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.

"Guarantees -

Nothing contained in this Rule shall be construed to create a guarantee of any number of hour or days of work where none now exists.

"Work on Unassigned Days -

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

"Maintenance of Earnings -

Effective as of September 1, 1949, all types of hourly or daily rates, whether time, piece, or a combination of both, which lead to employees' normal earnings (exclusive of the general increase of seven cents per hour effective October 1, 1948), shall be increased by 20% in order to provide 48 hours' pay for 40 hours' work. All daily and hourly differentials, arbitraries, and special allowances shall likewise be increased by 20%; monthly and weekly compensation of this character on the basis of six work days per week shall remain unchanged when the work week is reduced to five days and additional proportionate amounts shall be paid to employees relieving on rest day or days of such positions.

After the new rates have been adjusted in accordance with the foregoing, when the increase of seven cents per hour provided in Article I of the agreement signed at Chicago, Illinois, March 19, 1949, shall be added to all rates in the manner provided for in that Article, using the hours then comprehended in the rate."

"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 the foregoing paragraph captioned 'Five-day Positions' and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the agreement."

Rule 20 -

The starting time of the work period for regularly assigned service will be designated by the management and will not be changed without giving the employees affected 36 hours' notice.

Rule 21 -

Employees' time will start and end at designated assembling points for each class of employees.

(As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949)

Rule 22 -

Except as otherwise provided in these rules, only the hours between the beginning and release from duty, exclusive of the meal period, shall be paid for.

Except by mutual agreement, regularly established daily working hours will not be reduced below eight to avoid making force reductions.

When less than eight hours are worked, for convenience of employees, or when regularly assigned for service of less than eight hours on rest days and holidays, or when due to inclement weather, interruptions occur to regular established work period preventing eight hours' work, only actual hours worked or held on duty will be paid for except as provided in these rules.

Rule 23 -

(As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949.)

Employees who are required to work on their assigned rest days or on the following holidays, namely, New Year's Day, Washington's Birthday, Decoration 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, National, or by proclamation shall be considered the holiday) shall be compensated therefor in accordance with the provisions of Rule 26(b) at the rate of time and one-half.

A regular relief employe, of the same class, working the place of a regular employe on the latter's assigned rest days will be paid therefor at the straight time rates, except that such relief employe, if worked on a designated holiday shall be paid at the time and one-half rate.

An assigned relief employe, or an extra or unassigned employe required to travel between two work locations (other than between work locations within the same city or terminal) in order to provide relief on assigned rest days shall be compensated for actual time traveling between such work locations, with a maximum of eight hours, at the straight time hourly rate of the position on which relief is to be furnished.

The elimination of punitive rates for Sunday as such 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.

le 24 -

Employees required to report at the usual starting time and place for the day's work, and not used, will be allowed a minimum of one (1) hour. If held on duty over one (1) hour, actual time so held will be paid for pro rata.

Rule 25 -

No compensation will be allowed for work not performed.

Rule 26 - (As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949.)

(a) Except as otherwise provided in these rules, time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employe's regular work period.

In the application of this rule the starting time of new employes temporarily brought into the service in emergencies shall be considered as of the time they commence work or are required to report for work.

Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employe due to moving from one assignment to another, or to or from an extra or furloughed list, or where the rest days are being accumulated.

Employes worked more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work performed on the sixth and seventh days of their work weeks, except where such work on the sixth and seventh days is performed by an employe due to moving from one assignment to another, or to or from an extra or furloughed list, or where the rest days are being accumulated.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (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.

(b) Except as otherwise provided in these rules, employes notified or called to perform work not continuous with the regular work period, shall be allowed a minimum two (2) hours and forty (40) minutes at time and one-half rate for two (2) hours and forty (40) minutes work or less. If held on duty in excess of two (2) hours and forty (40) minutes time and one-half shall be allowed on the minute basis.

Rule 27 -

Except as otherwise provided in these rules, employes will be allowed time and one-half time on minute basis for service performed continuously with and in advance of regular work period.

Rule 28 -

Employes will not be required to suspend work after starting on assigned work period for the purpose of absorbing overtime.

Rule 29 -

No overtime will be worked without proper authority, except in cases of emergency where such authority cannot be obtained.

Rule 30 -

(As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949.)

Employees will be paid an hourly or monthly rate of pay.

To compute the hourly rate of monthly rated employees divide the monthly rate by 169-1/3.* In determining the hourly rate, fractions less than one-half ($\frac{1}{2}$) of one cent (1¢) shall be dropped; one-half ($\frac{1}{2}$) cent or over to be counted as one cent (1¢).

And employe working on a higher rated class of work for four (4) hours or more on any one day will be allowed the higher rate of pay for the entire day. When assigned temporarily by a proper officer to a lower-rated position, his rate of pay will not be reduced.

*NOTE: Article II of National Agreement dated August 21, 1954, provides an hourly factor of 174 hours, effective May 1, 1954.

Rule 31 -

(As revised September 1, 1949, by National Agreement signed at Chicago, Illinois, March 19, 1949.)

Employees whose responsibilities and/or supervisory duties require service in excess of the working hours or days assigned for the regular force, will be compensated on a monthly rate based on 169-1/3* hours per month. When such employees are required to perform work which is not a part of their responsibilities or supervisory duties on rest days or the holidays specified in Rule 23, or to perform work in excess of the established working hours, or when notified or called to perform work on an assigned work day outside of and not continuous with the work day period, such work will be paid for in accordance with Rules 23 and 26, in addition to the monthly rate.

Effective September 1, 1949, the monthly rates of such positions shall be determined by dividing the monthly rate in effect immediately prior to September 1, 1949 - exclusive of the increase of 7¢ per hour which became effective October 1, 1948 - by the equivalent number of straight time hours comprehended by that rate; the equivalent straight time hourly rate produced shall then be multiplied by 204 to which shall be added \$11.85 and the rate thus established shall be the basic monthly rate of pay for a month of 169-1/3* hours.

*NOTE: Article II of National Agreement dated August 21, 1954, provides an hourly factor of 174 hours, effective May 1, 1954.

MEALS AND LODGING

Rule 32 -

The meal period shall not be less than thirty minutes nor more than one hour.

Meal period will be between the end of the fourth hour and the beginning of the seventh hour after work starts unless otherwise agreed upon. If meal period is not allowed within the allotted time limit and is worked, it shall be paid for at pro rata rates and twenty minutes for lunch shall be allowed at first opportunity without deduction in pay.

Rule 33 -

In emergency cases, such as derailments, washouts, blockades, slides and fires, employes taken away from outfits or home stations to work elsewhere will be furnished meals and lodging by the railroad when possible.

GENERAL

Rule 34 -

Employes serving as committeemen, on sufficient notice, will be granted leave of absence and such free transportation as is consistent with the rules of the company when called for committee work.

Rule 35 -

When requirements of the service permit, on request, employes will be granted leave of absence by the Roadmaster. Employes on leave of absence engaging in other employment will lose seniority unless special provision therefor has been made with the proper officer of the railroad. Leave of absence will not be granted for more than ninety days in one year except in case of injury or sickness, unless longer leave of absence is agreed to between the Local Chairman and the Roadmaster.

Rule 36 -

Employes taken away from their regular assigned duties at the request of the management to attend court or to appear as witnesses for the railroad will be furnished transportation and will be allowed compensation equal to what would have been their regular compensation had such interruption not taken place; and in addition, necessary actual expenses while away from headquarters.

Any fees or mileage accruing will be assigned to the railroad.

Rule 37 -

Employes subject to call by requirements of the service will notify proper officer where they may be called and will respond promptly when called. When such employes desire to leave home station or section, they will obtain permission from proper officer who will grant if requirements of the service permit.

Rule 38 -

The application of any employe entering the service will be approved or rejected within ninety days. When applicant is not notified to the contrary within the time stated, it shall be understood that the application is approved; but this rule shall not operate to prevent the removal from service of the applicant if subsequent to the expiration of ninety days it is found that information given by him in his application is false.

Rule 39 -

When employes of higher rank than laborers who have been in the service ninety days or more, leave the service of the railroad, they shall be furnished with a service letter showing length and kind of service rendered, and cause of leaving. The employe in question will sign the service letter in duplicate as a correct statement of cause of leaving.

Rule 40 -

Employes shall be notified promptly when claim for time or other allowance is not allowed.

Rule 41 -

The railroad will see to it that an adequate supply of water suitable for domestic purposes will be made available to the employes living in its buildings and camps. Where it must be transported and stored in receptacles, they shall be well adapted to the purpose.

Rule 42 -

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

Rule 43 -

Employes affected by this agreement shall be furnished a copy, upon written request.

RATES OF PAY

Rule 44 -

The following rates of pay shall be effective December 1, 1955:

<u>TRACK SUB-DEPARTMENT</u>	<u>Rate of Pay</u>	
	<u>Monthly</u>	<u>Hourly</u>
<u>Position</u>		
Section Foreman	\$329.80	
Laborers		1.662
<u>BRIDGE AND BUILDING SUB-DEPARTMENT</u>		
Bridge and Building Foremen	390.59	
Carpenters		1.99
Carpenter Helpers		1.81

When new positions are established in the Maintenance of Way and Structures Department a suitable rate of pay for such new position or positions shall be negotiated.

If in making up the list of rates of pay, any positions which should have been included were omitted, they shall be immediately included.

Rule 45 -

This Agreement, except as otherwise modified, changed or superseded, shall be effective as of September 20, 1942, and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Should either of the parties to this Agreement desire to revise or modify these rules, 30 days' written advance notice, containing the proposed

Rule 45 cont'd

changes, shall be given and conference shall be held immediately on the expiration of said notice unless another date is agreed upon mutually.

For the CENTRAL CALIFORNIA TRACTION COMPANY

General Manager

For the BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

General Chairman

Dated _____

VACATION AGREEMENT

It is understood and agreed with respect to the agreement, effective September 20, 1942, between the Central California Traction Company and its employes represented by the Brotherhood of Maintenance of Way Employes on that property, that the following shall apply:

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. (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 representative of the organization and the representative 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 representative of the organization and the representative of the Carrier will cooperate in the assignment of remaining forces.

3. 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 hereinafter provided.

4. 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.

5. Allowances for each day for which an employe is entitled to 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 allowance 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), (d), 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.

6. 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.

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

8. (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 per cent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local organization 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.

9. 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 installments if the management consents thereto.

10. (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 provisions 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 the agreement of September 20, 1942. 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 the agreement of September 20, 1942.

11. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be subject to handling in the same manner as any dispute arising under the working agreement of September 20, 1942.

12. This agreement shall become effective January 1, 1942, be a supplement to the working agreement of September 20, 1942, and remain in full force and effect for a period of two (2) years from January 1, 1942, and continue in effect thereafter subject to not less than six (6) months' written notice (which notice may be served in 1943 or in any subsequent year) by either of the parties hereto upon the other, 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.

For the CENTRAL CALIFORNIA TRACTION COMPANY:

Geo. H. Harris, General Manager
Geo. H. Harris

For the BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYES

T. J. Finneran, General Chairman
T. J. Finneran

Dated: September 20, 1942
Stockton, California

MEMORANDUM OF AGREEMENT

It is understood and agreed that Section 1 and 12 of the agreement covering vacations, dated September 20, 1942, between the Central California Traction Company and its employes represented by the Brotherhood of Maintenance of Way Employes are amended to read as follows:

1. (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 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 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.

12. This agreement shall become effective January 1, 1945, be a supplement to the working agreement of September 20, 1942, and remain 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 either 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 desires 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.

For the Central California Traction Company

W. L. White,
General Manager

For the Brotherhood of Maintenance of Way Employes

T. J. Finneran
General Chairman.

April 25, 1945
Date

MEMORANDUM OF UNDERSTANDING
Between the

Central California Traction Company

and its

Maintenance of Way Employes

represented by the

Brotherhood of Maintenance of Way Employes

and coming within the scope of the agreement

between the parties

effective September 20, 1942.

Pursuant to Federal legislation (i.e., Public Resolution No. 96, of the 76th Congress, and the Selective Training and Service Act of 1940) any employee of this Company who has established a seniority date and who shall be ordered or inducted into the land or naval forces in accordance with such legislation, or has enlisted in the land or naval forces after the declaration of the existence of an emergency by the President of the United States on September 8, 1939, shall, upon completion of such service in the land or naval forces, be restored to such position with this Company, (including rights to promotion) to which his accumulated seniority entitles him, all in accordance with the then existing rules of the schedule agreement, the same as if he had remained in the service (such right to be exercised by the individual within five days from his reporting for duty), provided, upon completion of his service he receives from the Government a certificate as provided by the law, or other proper evidence of release, is still qualified to perform the duties of such position, makes application for return to service within forty days after he is released from such training and service, and provided this Company's circumstances have not been so changed as to make it impossible or unreasonable to return him to his former position or a position of like seniority, status and pay; provided, that in connection with voluntary enlistments in the regular land or naval forces, the above will apply only to the first period of such enlistments.

The general purpose hereof is to provide that all such persons who return to the service of this Company in accordance with the provisions of the paragraph above, shall be considered as having been on leave of absence or furlough during their period of training and service, shall be restored to service without loss of seniority, and shall be entitled to participate in the insurance or other benefits offered by this Company pursuant to established rules or practices relating to employes on furlough or leave of absence.

Such employes, while so engaged in military or naval service will be granted free transportation to the same extent as though they were engaged in the active service of this Company.

Dated at Stockton, Cal., this 20th day of September, 1942

For the Brotherhood of Maintenance
of Way Employes

/s/ T. J. Finneran
General Chairman

For the Central California Traction Company

/s/ Geo. H. Harris
General Manager

MEMORANDUM OF AGREEMENT

between

CENTRAL CALIFORNIA TRACTION COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

- - - - -

The Servicemen's Readjustment Act of 1944 (commonly referred to as the "GI Bill of Rights"), hereinafter referred to as the Act, provides, among other things, for training and educational privileges, under certain specified circumstances, of persons who served in the active military or naval forces of the United States on or after September 16, 1940.

Certain former employes of the Carrier 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 Carrier'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 Carrier's service while engaged in such educational activities.

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

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

3. The employe shall furnish to the proper Carrier 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 employe, if he desires, upon giving five (5) days written notice of his intentions, shall be privileged, during vacation periods from such educational activities, to return temporarily to the Carrier'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.

Signed at Stockton, California this 13th day of July, 1945.

For CENTRAL CALIFORNIA TRACTION COMPANY

/s/ W. L. White
General Manager

For THE EMPLOYEES:

/s/ T. J. Finneran
General Chairman, BMW

A G R E E M E N T

This agreement made this 21st day of August, 1954 by and between the participating carriers listed in exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employes of such carriers shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

WITNESSETH:

WHEREAS, on or about May 22, 1953 certain proposals were served on the carriers parties hereto by the organizations parties hereto on behalf of employes represented by such organizations; and,

WHEREAS, within thirty days following May 22, 1953 certain proposals on behalf of certain of the carriers parties hereto were served on certain of the employes of said carriers represented by the organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954 filed its report together with its findings and recommendations with the President of the United States:

NOW THEREFORE IT IS AGREED:

EMPLOYES' PROPOSALS

ARTICLE I - VACATIONS

Section 1. Article 1 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

(a) Effective with the calendar year 1954, an annual vacation of five (5) 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 thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year 1954, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than 133 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 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

(d) Paragraphs (a), (b) and (c) hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two or three work weeks.

(e) Service rendered under agreements between a carrier and one or more

of the Nonoperating Organizations parties to the General Agreement of August 21, 1954 of which this Article is part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury on the job shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than five (5) years of service; a maximum of twenty (20) such days for an employe with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

(g) In instances where employes have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employes in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(h) An employe who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employe after his layoff.

Section 2. (Deleted - not applicable.)

Section 3. When, during an employe's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a work day of an employe's regularly assigned work week such day shall be considered as a work day of the period for which the employe is entitled to vacation.

Section 4. Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following;

Such employe shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

Section 5. Article 8 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

Effective with the year 1954, it is understood that if an employe who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

Section 6. Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreement shall apply in construing them as they appear in Sections 1 and 2 hereof.

Section 7. Article 15 of the Vacation Agreement of December 17, 1941 is modified to read as follows:

This agreement shall be effective as of January 1, 1954 and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1955 or in any subsequent year) by any 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.

ARTICLE II - HOLIDAYS

Section 1. Effective May 1, 1954, each regularly assigned hourly and daily rated employe shall receive eight hours' pay at the pro rata hourly

rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employe:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas

Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.

Section 2 (a). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

Section 2 (b). (Deleted - not applicable.)

Section 3. An employe shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employe's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

Section 4. (Deleted - not applicable.)

Section 5. Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employe on a holiday.

ARTICLE III - HEALTH AND WELFARE BENEFITS

The "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954.

CARRIERS' PROPOSALS

ARTICLE IV - CARRIERS' PROPOSAL NO. 6 - (Not applicable nor herein reproduced.)

ARTICLE V - CARRIERS' PROPOSAL NO. 7

Establish a rule or amend existing rules so as to provide time limits for presenting and progressing claims or grievances.

This proposal is disposed of by adoption of the following:

The following rule shall become effective January 1, 1955:

1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. This rule recognizes the right of representatives of the Organization, parties hereto, to file and prosecute claims and grievances for and on behalf of the employes they represent.

5. This agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

6. This rule shall not apply to requests for leniency.

ARTICLE VI - CARRIERS' PROPOSAL NO. 11 - (Not applicable nor herein reproduced.)

ARTICLE VII - CARRIERS' PROPOSAL NO. 23 - (Not applicable nor herein reproduced.)

ARTICLE VIII - CARRIERS' PROPOSAL NO. 24 - (Not applicable nor herein reproduced.)

ARTICLE IX - (Not applicable nor herein reproduced.)

ARTICLE X - (Not applicable nor herein reproduced.)

ARTICLE XI - EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 22, 1953 and the notices served by certain of the carriers on certain of the employes represented by the organizations listed in Exhibits A, B and C as hereinbefore referred to, and shall be construed as a separate agreement by and on behalf of each of said carriers and its said employes; and, except as provided in Article I - Vacations, shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

(Signatures and Exhibits A, B and C applying to the general agreement are not here reproduced.)