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AGREEMENT

BETWEEN

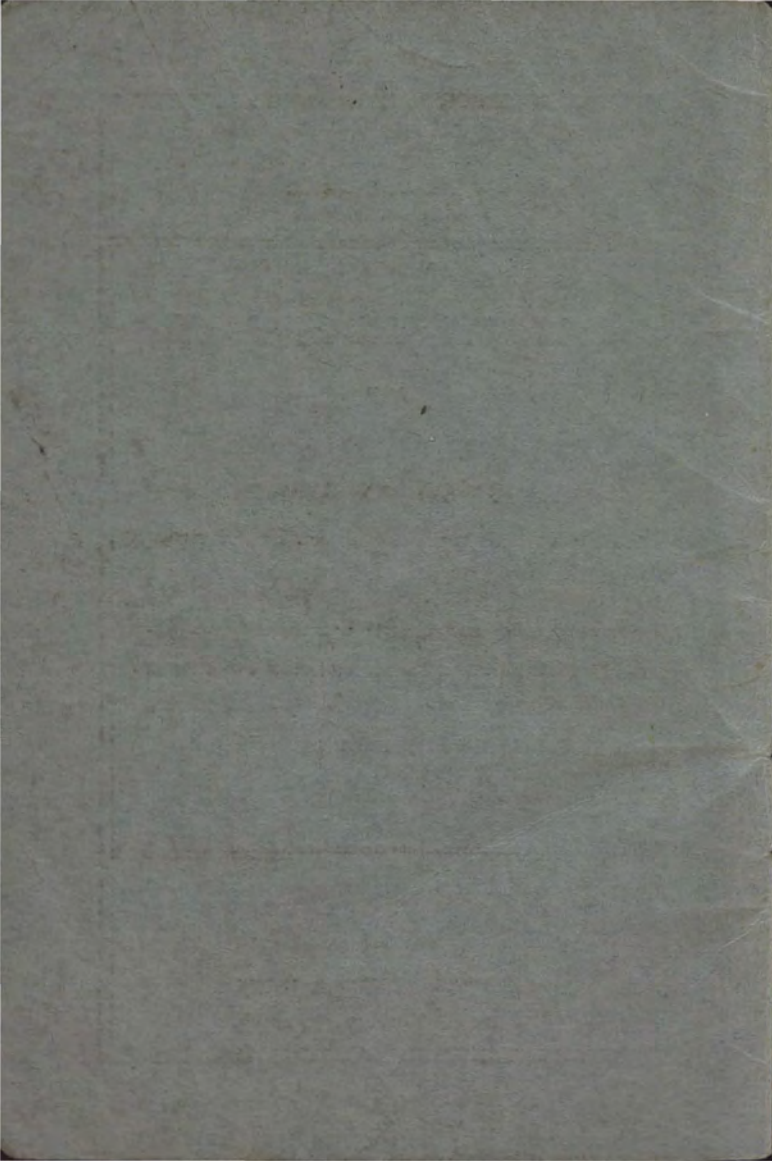
THE PULLMAN COMPANY

AND

THE PULLMAN CAR EMPLOYES
ASSOCIATION OF THE REPAIR SHOPS

Governing the working conditions of the employees in the Repair Shops' Mechanical and Labor Departments who are directly or indirectly engaged in the Maintenance and Repair of Equipment, excepting Supervisory forces employed at monthly rates.

EFFECTIVE DECEMBER 1, 1934



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PREAMBLE

These regulations based on the terms of the Amended Railway Labor Act, approved June 21, 1934, adopted for guidance, should be observed in such a manner as not to defeat the objects intended; namely, co-operation between the management and employes and efficient operation. It is understood that they shall apply to all those employes in the Mechanical and Labor Departments of the Repair Shops of The Pullman Company who are engaged in the maintenance and conditioning of equipment, excepting supervisory forces employed at monthly rates.

APPLICATION FOR EMPLOYMENT

Rule 1. Applicants for employment will be required to make statements as to their ability and answer the following questions:

Date _____
Name in full _____
Address _____
Telephone number, if any _____
Date of Birth _____
Entered service _____
Age on above date _____
Old check number _____
Last employed by The Pullman Company _____
Where born _____
Years in United States _____
Single _____ Married _____ Widower _____ Dependents _____
Speak English _____ Write English _____ Attend school _____
First Papers _____ Second Papers _____

EXPERIENCE

Occupation _____ Years _____
Service with The Pullman Company _____ Where _____
Identification marks _____
Injured in The Pullman Company service _____
Record of injuries _____

RELATIVES IN EMPLOY OF THE PULLMAN COMPANY

Name	Relationship	File	Dept.
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In case of illness notify _____

Employees will notify the Local Manager or Superintendent promptly in writing of any change of address.

WORKING HOURS

Rule 2. (a) The normal work period shall be eight hours per day, five days per week, or forty hours per week, but where conditions justify or necessitate the scheduled work period may be increased to eight hours per day, five and one-half days per week, or forty-four hours per week, or may be increased to eight hours per

day, six days per week, or forty-eight hours per week, in any Repair Shop or department or sub-division thereof by mutual agreement between the management and the employees affected; the concurrence or non-concurrence of the employees affected to be determined by actual ballot of the employees showing the choice of the majority thereof.

(b) Wherever a work period differing from eight hours per day, five days per week, is thus established by mutual agreement and bulletined, payment will be made at straight time rates for all time worked within the bulletined work period.

(c) The 40-hour week is also subject to modifications where seven (7) days per week is essential to continuous operation, as explained in Rule 4 of this agreement.

(d) The time and length of lunch period shall be subject to mutual agreement and shall not exceed one hour.

(e) Working hours for all employees at each shop will be bulletined.

CHECKING IN AND OUT

Rule 3. Employees will check in and be at their work at the bulletined starting times and will remain at work until and check out at the regular quitting time.

OVERTIME

Rule 4. (a) Work performed on Sundays, New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, shall be paid for at the rate of time and one-half.

(b) Exception: Where seven days per week service is essential to continuous operation, employees necessary to the operation of power houses, mill-wright gangs, will work seven days per week, except that one-fourth to one-half of such force as local conditions permit, may be off each Sunday, (the seven specified legal holidays to be considered and treated as Sundays) rotating so that each of such employees will be off in his regular turn on Sundays and Holidays, and when thus assigned such employees will be paid at regular straight time rates for the number of hours actually worked on week days, Sundays and Holidays, up to and including eight hours per day and no punitive rates will apply unless they work on the Sunday or Holiday on which they are scheduled to be

off under this arrangement, or work in excess of the number of bulletined work hours for the week, or work in excess of eight hours per day, in any of which cases time and one-half will be allowed for such overtime worked.

(c) Employees assigned to work on Sundays and Holidays or on bulletined work days, will be allowed to complete the balance of the day unless released at their own request.

(d) Employees required to work during the lunch period of their shift shall be given equivalent lunch time within a reasonable time either before or after the regular lunch period.

(e) When necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time. Federal and State Laws conflicting with this rule will govern.

(f) Employees required to work when shops are closed down on emergency cases, due to breakdown of machinery, floods, fires and the like, will receive straight time for regular bulletined hours and time and one-half for overtime hours.

CHANGING SHIFTS

Rule 5. (a) Employees working on night shifts desiring day work shall have preference upon making application when vacancies occur, according to their seniority.

(b) Employees transferred to a new shift shall retain the right to return to their original shift when conditions warrant, in the order of their seniority.

(c) No employee shall be released during working hours and be required to report after working hours to finish his or her working day.

TEMPORARY ASSIGNMENTS

Rule 6. When an employee is required to fill temporarily the place of another employee receiving a higher rate of pay, he shall receive the rate applicable to that job, but if assigned to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

SENIORITY

Rule 7. (a) The principle of seniority is sound and should be adhered to. The seniority of an employee, which is understood in this agreement to mean his or her years of continuous service from the date of last time employed,

shall be confined to the department in the shop where employed. Seniority shall be so applied as not to cause undue impairment of the service. In reduction of forces seniority shall be recognized and exercised in a just and equitable manner. Seniority shall apply to each craft and to the mechanics, apprentices and helpers in that craft separately.

(b) Five (5) working days notice shall be given men when reduction in force becomes necessary.

This does not apply where it becomes necessary to lay off men for a short period of time, (not to exceed seven days) because of inability to obtain material.

(c) When reducing forces, if employes are needed in another Department, they will be given preference over new employes, with privilege of returning to their original Department when forces are increased.

(d) Employes transferred at their own request from one Department or Shop to another, with a view of accepting a permanent transfer, will, after 90 days, lose their seniority in the Department or Shop they left and their seniority in the Department to which transferred will begin on the date of transfer.

(e) Employes transferred at the direction of the management will not lose their accrued seniority.

(f) Employes will not be compelled to accept a permanent transfer and no employes shall be discriminated against for refusing such transfer.

(g) When the force is again increased the employes furloughed will be given re-employment, seniority to govern, provided the employe keeps his employing officer informed of his address, and any change in same and that he or she reports for service within seven (7) working days from date of notification. Notification of employes shall be by mail or in person.

(h) Employes furloughed will not be dropped from the seniority roster before two years after furlough. In increasing the force employes who have been dropped from the seniority roster under the 2 year provision will be given preference over new employes.

(i) Seniority lists will be corrected and posted in each Department in a place accessible to view in January of each year and be subject to correction for 60 days.

(j) Employees whose positions are abolished may, within five days after being so notified, exercise their seniority over junior employees of the same Department, subject to Rule 7, sec. (b). Other employees affected may within five days after being notified that they will be displaced, exercise their seniority in the same manner.

NEW JOBS AND PROMOTIONS

Rule 8. (a) When new jobs are created or vacancies occur in the respective departments, the employees holding superior seniority shall be given preference in filling such jobs or any vacancies that may be desirable to them.

(b) Employees considered for promotion in their respective departments as leaders, or foremen, shall be selected according to their seniority and qualifications.

(c) Employees promoted to or holding positions as foremen or leaders will retain their accrued seniority rights and will continue to accumulate seniority in the position to which promoted.

(d) Foremen and leaders returned to work as mechanics shall be governed by the seniority roster.

ABSENCE

Rule 9. (a) When the requirements of the service will permit, employees on request will be granted leave of absence for a reasonable length of time, according to their requirements, with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority unless special provisions shall have been made therefor with the proper officials.

(b) In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness, or for any other good cause, shall notify his foreman in advance, if possible, or as early as practicable, by the best means available, preferably in writing.

(c) Absence from work for a period in excess of seven working days will constitute a break in service record in case of failure to comply with the provisions of this rule.

EMPLOYEES PARTIALLY INCAPACITATED

Rule 10. Employees who have given long and faithful service in the employ of the Company, and who have become unable to follow their occupation to advantage

will be given preference of such light work in their line as they are able to handle and will receive the rate of the job to which assigned.

METHOD OF WAGE PAYMENT

Rule 11. (a) Employes will be paid off during their working hours weekly, such payment to be made on Friday of the week next following the work period, wherever conditions permit.

(b) Should the regular pay day fall on a Holiday or days when the Shops are closed down, employes will be paid off on the preceding day.

(c) Where there is a shortage in the pay of an employe, if requested, a voucher will be issued to cover the shortage.

(d) Employes leaving the service of the Company will be furnished a time voucher covering all time due, within twenty-four hours or earlier when possible.

CLASSIFICATION OF WORK—MECHANICS

Rule 12. (a) Any employe who has served an apprenticeship of four years duration, or one who is capable of executing any work pertaining to his trade to a successful conclusion within a reasonable length of time with or without drawings, shall be classified a mechanic of the craft at which employed.

(b) Mechanics or apprentices regularly employed as such will be assigned to do the mechanic's work of their respective crafts; however, subject to modifications contained in paragraph (c).

(c) Where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed in such departments will, so far as capable, perform the work of any craft that may be necessary.

HELPERS

Rule 13. (a) Helpers may perform work pertaining to their craft for which they are qualified, or assist a mechanic or an apprentice when required, and when working with mechanics or apprentices will perform such part of mechanics' work as may be assigned to them, to the end that they may be fully occupied and that the mechanic or apprentice and his helpers may work jointly to bring the work to a successful conclusion in the shortest possible time. This rule shall not be interpreted or applied to displace mechanics by the substitution of helpers to perform mechanics' work.

(b) Removing batteries from Pullman cars for repairs or storage, transferring batteries from one Pullman car to another, loading batteries into trucks or freight cars for shipment to shops for repairs, unloading batteries from trucks or freight cars, and all trucking connected with such handling of batteries shall be considered electrical helpers' work. However, in installing batteries in Pullman cars, the battery connections shall be made by a mechanic.

DISMANTLING CARS

(c) The work of dismantling or scrapping Pullman cars may be done by helpers or laborers.

DRAINING CARS

(d) Draining water from cars to prevent freezing shall be considered mechanics' work except that in emergencies any employes available may be used to drain cars to prevent destruction of property.

AUTOGENOUS WELDING

(e) When there is sufficient autogenous welding pertaining to the work of any one craft to occupy a preponderance of the time of a mechanic, then a mechanic of that craft will be assigned to that work, but when there is not sufficient autogenous welding as above specified, welders of other crafts may perform such work.

APPRENTICES

Rule 14. (a) All apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic.

(b) Applicants for regular apprenticeship shall be not less than 16 nor more than 21 years of age, and if accepted, shall serve four years of 254 days each year, and shall be given an opportunity to learn all branches of their trade.

(c) When started they shall receive the minimum apprentice rate for the first six months, with an increase of $2\frac{1}{2}$ cents per hour for each six months thereafter up to and including the first three years; 5 cents per hour increase for the first six months of the fourth year; and $7\frac{1}{2}$ cents per hour increase for the last six months of the fourth year.

(d) If retained in the service at the expiration of their apprenticeship and found fully qualified, they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts.

(e) To protect the interests of apprentices and establish their records, all apprentices must be indentured and be furnished with a duplicate of indenture by the Company, on the following form:

(f) **FORM OF INDENTURE**

This will certify that _____
was employed as a _____ apprentice by
The Pullman Company at _____
on _____ 19____, to serve four years,
a minimum of 254 days each.

Name

(Title of officer in charge)

Accepted by

Apprentice

Service performed during apprenticeship:

This will certify that on _____, 19____

completed the course of apprenticeship specified above and
is entitled if employed as a mechanic by The Pullman
Company, to the rates of pay and conditions of service of

Name

(Title of officer in charge)

(g) If within six months an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

(h) An apprentice will not be dismissed or leave the service of his own accord, except for just and sufficient cause, before completing his apprenticeship.

(i) An apprentice shall not be assigned to work on night shifts.

(j) Where an apprentice is retained in the service, on the completion of his apprenticeship he will be given credit for one (1) year's seniority on the mechanics' seniority roster.

(k) Preference will be given to sons of employes, if available, in the selection of apprentices to the extent of at least 80 per cent of the number employed.

(l) An apprentice shall be at all times under the supervision and direction of one qualified to instruct.

(m) The ratio of apprentices shall not exceed the ratio one to five mechanics or of the total employes of each department.

(n) An apprentice shall be given opportunity to learn all branches of his craft.

HELPER APPRENTICES

Rule 15. Helper apprentices will be selected from the force of helpers, so far as available, on a basis of seniority, fitness and ability, and must be over 21 years of age. They shall become indentured in the same form as regular apprentices and shall be governed by the same working rules as regular apprentices, except that their period of indenture shall be three years of 254 working days in each year. When a helper becomes indentured as a helper apprentice his starting rate shall be the rate he receives as a helper at time of indenture and thereafter his wages shall be increased 2 cents per hour every 127 working days, but not to exceed the minimum journeyman mechanic's rate, until he has completed the three years indenture, at which time, if retained in the service, he shall receive the minimum journeyman mechanic's rate. If, during the first six months period of indenture, he shows no aptitude to learn the trade he shall be put back on the helper's work; retaining his former seniority as a helper. Helper apprentices shall be given an opportunity to learn all branches of the trade.

SUGGESTIONS, RECOMMENDATIONS AND GRIEVANCES

Rule 16. (a) Suggestions, recommendations and grievances and all other questions which arise as to working conditions under these rules and such other matters as may be of importance to the welfare of the employes shall be handled in accordance with this agreement between The Pullman Company and The Pullman Car Employes Association of the Repair Shops.

(b) The right of The Pullman Company to suspend or discharge an employe at any time for incompetency or other just and sufficient reasons is recognized, as is also the right of an employe to a fair and impartial hearing at the earliest possible date as to the cause and justification for suspension or dismissal, provided such hearing is requested by such employe or any of his representatives on the Local Committee of The Pullman Car Employes Association of the Repair Shops within 30 days from date of such suspension or discharge. If such hearing is requested and held and it is found that the employe has been unjustly discharged or dealt with, such employe shall be reinstated, and compensated for the wage loss, if any, suffered by him or her.

(c) Should an employe subject to this agreement, believe that he has been unjustly dealt with, or any of the provisions of this agreement have been violated, he may appeal to his foreman, and failing satisfactory adjustment, he may proceed as follows:

(d) He may refer the matter to the Local Committee; this Committee to take it to the Foreman, General Foreman and Shops Manager. Failing satisfactory adjustment the Local Committee will refer the matter to the General Committee of The Pullman Car Employes Association of the Repair Shops, and failing satisfactory adjustment, to the appropriate Board of Adjustment, with right to further appeal as provided by the Railway Labor Act.

(e) All conferences between local officials and Local Committees to be held during regular working hours without loss of time to committeemen, and if stenographic report of the investigation is taken, the committee shall be furnished a copy.

(f) Grievances and requests for conferences thereon shall be submitted in writing and must be signed by employe or employes making the complaint or requesting the conference, and conference shall be granted within ten days from date of application. Conference between Foremen and Local Committee will be held promptly.

(g) Prior to the assertion of grievances as herein provided, and while questions on grievances are pending, there will be neither a shut-down by The Pullman Company nor a suspension of work by the employes.

COMMITTEEMEN

Rule 17. The Company will not discriminate against any committeeman or representative, who from time to time represents other employes, and will grant them leave of absence when delegated to represent other employes, in accordance with the agreement between The Pullman Company and The Pullman Car Employes Association of the Repair Shops.

WATER AND ICE, HEAT, LIGHT

Rule 18. Good drinking water and ice, when necessary, will be furnished. The best heating, lighting and sanitary working conditions available will be maintained at all points. All toilets shall be maintained in a sanitary condition.

EMPLOYES INJURED

Rule 19. (a) Employes injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as reasonably practicable thereafter. Proper medical attention will be given at the earliest possible moment, and employes shall be permitted to return to work without signing a release, pending final settlement of the case.

(b) At the option of the employes, personal injury settlements may be handled under the provisions of Rule 16 where Federal and State laws do not conflict. Where death or permanent disability results from injury the lawful heirs of the deceased may have the case handled as herein provided.

(c) Disciplinary action shall not be taken against an employe because he has suffered an injury resulting from an occupational accident. Safety regulations shall be carefully observed.

POSTING NOTICES

Rule 20. A place will be provided inside all shops where proper notices of interest to employes signed by the Local Committee or members thereof may be posted, copy to be furnished in advance to the supervisory officer in charge.

PROTECTION FOR EMPLOYES

Rule 21. (a) No employe will be required to work under Pullman cars without being protected by proper signals.

(b) Men assigned to the handling of storage batteries, or acids, or other liquids injurious to them, will be provided with acid proof rubber gloves, rubber boots or shoes and aprons.

(c) When axle pulleys require removal or adjustment, and car is not in a position where this work can be satisfactorily performed, such car shall be placed over pit, or trucks removed to facilitate same.

EMPLOYEES SERVICE RECORDS

Rule 22. Employees shall upon request be furnished with their mechanical and service record on leaving the service of the Company either by resignation or discharge.

MISCELLANEOUS RULES

Rule 23. This agreement shall supersede all previous agreements and also any practices or rules in conflict with this agreement. It shall be printed by The Pullman Company and each employee affected thereby shall be provided with a copy.

Rule 24. Should either party signatory to this agreement desire to revise these rules, a written statement containing the proposal shall be submitted to the other party and conference held within 30 days to negotiate relative to revision. This agreement may be terminated by either party hereto giving written notice of such desire to the other party hereto, whereupon this agreement will terminate at the end of 60 days after the giving of such written notice.

Rule 25. Any practice that is in violation of this agreement or practice unfair to the employee, may be taken up by Local Committee and handled as outlined in Rule 16.

Rule 26. This agreement shall become effective December 1, 1934 when signed by the duly authorized representative of The Pullman Company and the duly authorized representatives of the employees.

Accepted for The Pullman Car Employees Association
of the Repair Shops:

LOCATION

J. J. KELLEHER, System Chairman, Wilmington Shops

W. C. MECHLING, System Vice-Chairman, Calumet Shops

G. O. VICK, Secretary-Treasurer, Atlanta Shops

D. R. WATKINS,

Representative of the Atlanta Shops Employees (C)

WALTER CAREY,

Representative of the Buffalo Shops Employees

A. A. CREVIER,

Representative of the Calumet Shops Employees

E. A. ILES,

Representative of the Calumet Shops Employees

EARL S. GIEGOLDT,

Representative of the Richmond Shops Employees

REUEL SCOTT,

Representative of the St. Louis Shops Employees

Accepted for The Pullman Company:

F. L. SIMMONS,

Supervisor of Industrial Relations

Chicago, Illinois, November 17, 1934.

Abstract for the 1880s (1880-1889)
of the 1880s (1880-1889)
Abstract

J. J. Farnsworth, System, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889

H. C. Farnsworth, System, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889

G. O. Farnsworth, System, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889

D. H. Farnsworth, System, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889

Abstract of the 1880s (1880-1889)
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