

month.

**Interpretation:**—This article includes chief draftsmen, draftsmen, call boys, "red cap" porters and charwomen (except as covered by article 9). For those and all other monthly, weekly or daily rated employees in the departments covered by Supplement 7, and not otherwise provided for, this article provides for an increase on the basis of \$25 a month over the rates in effect on Jan. 1, 1918. This article does not include restaurant help, sleeping, parlor and dining car employees, when employed on cars in train service. To these employees, general order 27 will apply except as provided by supplement 2.

**Article 7—Maximum Monthly Wage.**—No part of the increases provided for in this order shall apply to establish a salary in excess of \$250 a month.

**Article 8—Preservation of Rates.**—(a) The minimum rates, and all rates in excess thereof, as herein established, and higher rates which have been authorized since Jan. 1, 1918, except by general order 27, shall be preserved.

**Interpretation:**—As already stated, it is understood that in a few cases, this may produce decreases from rates approved under the original application of general order 27. This clause requires the maintenance permanently of rates established for positions as of supplement 7. If, however, the duties required in any position are changed, the compensation for the position may be changed in conformity therewith. (See article 1, clause f).

(b) Employees temporarily or permanently assigned to higher rated positions, shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

**Article 9—Exception.**—The provisions of this order will not apply in cases where amounts less than \$30 a month are paid to individuals for special service which only takes a portion of their time from outside employment or business.

**Article 10—Hours of Service.**—Eight consecutive hours, exclusive of the meal period, shall constitute a day's work.

**Interpretation:**—This article definitely establishes the 8-hour day, and when and where practicable the working hours of the day for all classes of employees covered by supplement 7 should be limited to 8 consecutive hours, exclusive of the meal period. Regular working hours for the various classes of employees at the different points should be established and reasonable notice of any change (not less than 40 hours) should be given.

In view of the fact that supplement 7 does not clearly set forth how monthly or daily rates are to be arrived at for the basic 8-hour day, pending the issue of any further interpretation, monthly or daily rates in effect as of Jan. 1, 1918, covering more than 8 hours service per day, should be converted to an 8-hour basis and increases of \$25 a month and 96c a day respectively added thereto, resulting rates to cover 8 hours service a day. The examples shown below are worked out on this basis. This basis is justified by the language of article 5, which for hourly rated men provides increased compensation per hour on rates employees were receiving per hour as of Jan. 1, 1918.

The principle of converting monthly and daily rates to an 8-hour basis is confirmed by the method set forth in article 3, general order 27, for applying basic 8-hour day rules.

## EXAMPLES.

### Method of Applying Basic 8-hour Day Rules.—

1. Position which on Jan. 1, 1918, paid \$2 a 9-hour day. Old rate for 9 hours service \$2; old rate for 8 hours 8/9 of \$2—\$1.78; new rate for 8-hour basic day \$1.78, plus 96c (8 hours at 12c)—\$2.74. If employee continues to work 9 hours a day wages would be \$2.74 plus 1 hour overtime at 34 $\frac{1}{4}$ c (1/8 of \$2.74)—\$3.

2. Position which on Jan. 1, 1918, paid \$2.40 a 10-hour day. Old rate for 10 hours service \$2.40; old rate for 8 hours (8/10 of \$2.40)—\$1.92; new rate for 8-hour basic day \$1.92, plus 96c (8 hours at 12c)—\$2.88. If employee continues to work 10 hours a day, wages would be \$2.88, plus 2 hours overtime at 36c (1/8 of \$2.88) 72c—total \$3.60.

3. Position which on Jan. 1, 1918, paid \$75 a month working 10 hours a day for 26 working days. Old rate for month's service \$75; old rate for 8 hours (8/10 of \$75)—\$60; new rate per month for 8-hour basic day (\$60, plus \$25)—\$85. If employee continues to work 10 hours a day wages would be \$85 plus 52 hours overtime at 40.6c (\$85 divided by 200 hours) \$21.25—total \$106.2.

4. Position which on Jan. 1, 1918, paid \$100 a month, working 11 hours a day for 31 working days. Old rate for month's service \$100; old rate for 8 hours (8/11 of \$100)—\$72.73; new rate per month for 8-hour basic day (\$72.73 plus \$25)—\$97.73. If employee continues to work 11 hours a day wage would be \$97.73, plus 62 hours overtime at 39.4c. (\$97.73 divided by 248 hours) and 31 hours overtime at 59.1c (one and one-half times 39.4c) \$42.75—total \$140.

If we consider a 30-day month in place of a 31-day month, as above, and the employee continues to work 11 hours a day, wages would be \$97.73, plus 60 hours overtime at 40.7c (\$97.73 divided by 240 hours and 30 hours at 61.1c (one and one-half times 40.7c) \$42.75—total \$140.48.

**Article 11—Overtime and Calls.**—(a) Where there is not any existing agreement or practice more favorable to the employees, overtime shall be computed for the ninth and tenth hour of continuous service, pro rata on the actual minute basis and thereafter at the rate of time and one-half time. Even hours will be paid for at the end of each pay period, fractions thereof will be carried forward.

**Interpretations:**—This clause requires the payment of overtime after 8 hours work on any day for all classes of employees covered by supplement 7, but only at a pro rata rate (except where there is an existing agreement or practice more favorable to the employee for the ninth and tenth hours of continuous service, exclusive of the meal period, and at the rate of time and one-half after 10 hours work. (See article 14, clause a). Pay for overtime should not be allowed unless specifically ordered to be worked.

With reference to the last sentence in clause (a), it is permissible and preferable to pay for the actual hours and fractions thereof complete at the end of each pay period, instead of carrying forward the fractions of hours.

(b) When notified or called to work outside of established hours, employees will be paid a minimum allowance of three hours.

**Interpretation:**—This clause is applicable only when employees have been called after they have gone off duty for the day. When service is continuous, except for the meal period, this clause does not apply.

(c) Employees will not be required to suspend work during regular hours to absorb overtime.

**Article 12—Promotion and Seniority.**—(a) Promotions shall be based on ability, merit, and seniority, ability and merit being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the personal office forces of such officers as superintendent, trainmaster, division engineer, master mechanic, general freight or passenger agent, or their superiors in rank and executive officers. The management shall be the judge, subject to an appeal, as provided in article 13.

(b) Seniority will be restricted to each classified department of the general and other offices and of each superintendent's or master mechanic's division.

(c) Seniority rights of employees referred to herein, to: (1) new positions, (2) vacancies, will be governed by paragraphs (a) and (b) of this article.

(d) Employees declining promotion shall not lose their seniority.

(e) Employees accepting promotion will be allowed 30 days in which to qualify, and failing, will be returned to former position without loss of seniority.

(f) New positions or vacancies will be promptly bulletined for a period of five days in the department where they occur. Employees desiring such positions will file their applications with the designated official within that time, and an appointment will be made within 10 days thereafter. Such position or vacancy may be filled temporarily pending an assignment. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

(g) In reducing forces seniority shall govern. When forces are increased, employees will be returned to the service and positions formerly occupied, in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper official. Employees failing to report for duty or give satisfactory reasons for not doing so within seven days from notification will be considered out of the service.

(h) A seniority roster of all employees in each classified department, who have been in the service six months or more, showing name, date of entering the service, and the date of each promotion or change, will be posted in a place accessible to those affected.

(i) The roster will be revised and posted in January of each year, and shall be open to correction for a period of 60 days from date of posting on presentation of proof of error by an employee or his representative. The duly accredited representative of the employee shall be furnished with a copy of roster upon written request.

**Article 13—Discipline and Grievances.** (a) An employee disciplined or who considers himself unjustly treated shall have a fair and impartial hearing, provided written request is presented to his immediate superior within 5 days of the date of the advice of discipline, and the hearing shall be granted within 5 days thereafter.

(b) A decision will be rendered within 7 days after the completion of hearing. If an appeal is taken it must be filed with the next higher official and a copy furnished the official whose decision is appealed within 5 days after date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding section.