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NO. OF AGREEMENT	212		
NOMBRE ENTRE EMPLOYES			

BC RAIL LTD.
(hereinafter called the "Railway")

AND

THE COUNCIL OF TRADE UNIONS ON BC RAIL
(hereinafter called the "Council")

o behalf of

THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA,
LOCAL No. 170, METAL TRADES DIVISION
(hereinafter called the "Union")

JANUARY 1 1999 00 DECEMBER 31 1988

GOVERNING RATES OF PAY
AND RULES OF SERVICE
FOR
LOCOMOTIVE AND CAR DEPARTMENTS

III, 16 1994

0294404

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PREAMBLE

Gender Neutral Terms:

Whenever the use of male gender is used herein, it shall apply equally to the female gender.

Within the context of gender neutral language referral to headings shall be used **for** the purposes of reference only and may not be used **as** an aid in the interpretation of the Agreement.

RULE 1

HOURS OF WORK AND MEAL PERIOD

1.1 Hours Constituting A Day's Work

Except as otherwise provided in this Agreement, eight (8) hours shall constitute a day's work. All employees coming within the provisions of this Agreement shall be paid on the hourly basis.

1.2 Work Hours For Main Shops

1.2.1 Where one (1) shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m. and, unless otherwise mutually agreed, working hours shall be eight (8) consecutive hours, with an allowance of a thirty (30) minute paid meal period within the limits of the fifth hour.

1.2.2 Where two (2) shifts are employed, the starting time of the shift other than the day shift shall be 4:00 p.m. or 12:00 midnight, and the working hours shall be eight (8) consecutive hours, five (5) nights per week with an allowance of thirty (30) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

1.2.3 Where three (3) shifts are employed, for those employees working on the three (3) shift basis the starting time of the first shift shall be as may be mutually agreed and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of thirty (30) minutes for lunch within the limits of the fifth hour.

1.2.4 At main shops, shifts shall be designated within a 24-hour period as follows:

- (a) Midnight shifts shall be recognized as the first shift.

(b) Day shifts shall be recognized **as** the second shift.

(c) Afternoon shifts shall be recognized **as** the third shift.

1.2.5 The starting time must be uniform for all employees on each shift, except **as** may be mutually agreed for the protection of the health of other employees.

1.3 Work Hours For Running Work

1.3.1 Where three (3) eight hour shifts are worked, the hours for commencing duty shall be between 7 a.m. and 8 a.m., 3 p.m. and 4 p.m., and 11 p.m. and midnight.

1.3.2 At running points, shifts shall be designated within a twenty-four (24) hour period **as** follows:

(a) Midnight shifts shall be recognized as the first shift;

(b) Day shifts shall be recognized **as** the second shift;

(c) Afternoon shifts shall be recognized as the third shift.

1.3.3 Where one (1) or two (2) shifts per twenty-four (24) hours are worked Day work - eight (8) hours between 7 a.m. and 5 p.m.; Night work - eight (8) hours between 7 p.m. and 7 a.m.

1.3.4 The starting time for any portion of the staff working on a one or two shift basis at any point may be arranged to commence within the limits named.

1.3.5 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four (24) hours' notice.

1.3.6 Where one (1), two (2) or three (3) shifts are employed, a meal period of thirty (30) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. In main shops, it will be necessary for an employee to be on duty for five (5) hours to qualify for the thirty (30) minute paid lunch period. It is understood that the five (5) hours on duty will include the thirty (30) minute paid lunch period.

1.3.7 It is recognized that all employees in the same train yard should work the same number of hours per week.

1.3.8 When, at a particular point, the regular arrival or departure times of trains make these hours not appropriate to the requirements of the service, a regular assignment of the necessary number of employees may, subject to mutual agreement between the Business Manager and the proper Officer of the Railway, be arranged to meet these local conditions.

RULE 2 OVERTIME

2.1 Rates Paid For Overtime

2.1.1 All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in Rules hereinafter set out.

2.1.2 Double time for overtime (except as provided in Rule 5 for wrecking service) shall apply after an employee has actually performed sixteen (16) hours service in any one (1) 24 hour period, computed from the time the employee actually commences work; the straight time allowance shall again become effective at the starting time of an employee's regular shift.

2.1.3 For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour at straight time rates for any such service performed.

2.1.4 Employees will be allowed for services performed continuously in advance of the regular working period a minimum of two (2) hours at straight time rates - the advance period to be not more than one (1) hour.

2.1.5 Employees called or required to report for work and reporting will be allowed a minimum of three (3) hours for three (3) hours work or less at the prevailing overtime rate, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular work force in time to avoid delays in train movement.

2.1.6 Employees called or notified to return to work in other than their regular assigned hours will, on responding to calls, be advised of the emergency for which called. This will not, however, prevent employees being used for other emergency work which might develop subsequent to the time called.

2.1.7 Employees called or required to report for work and reporting but not used will be paid at a minimum of three (3) hours at the prevailing overtime rate.

2.2 Hours Considered As Overtime

2.2.1 Except as may be provided in Rules hereinafter set out, work in excess of forty (40) straight time hours or five (5) days in any work week shall be considered overtime and paid at one and one-half times the basic straight time rate, except where such work is performed by an employee due to his moving from one assignment to another or to or from a laid off list, or where rest days are being accumulated under Rule 3.3 (c).

Note: When an employee moves from one assignment to another and is required by the Railway to commence the new assignment within sixteen (16) hours of the completion of the previous assignment, the employee will be entitled to payment at the overtime rate of pay for the first shift on the new assignment.

2.2.2 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for 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.

2.3 Definition Of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

2.4 Work On Assigned Rest Days

2.4.1 Employees required to work on regularly assigned rest days except when these are being accumulated under Rule 3.3 (c) shall be paid at the rate of time and one-half.

2.4.2 The overtime period for assigned rest days shall be from the conclusion of the employee's regular work week until the starting time of his regular work week.

2.4.3 Sunday work shall be required only when absolutely essential to the continuous operation of the Railway.

2.5 Work On Saturdays And Sundays

Employees regularly assigned to work on Saturdays and Sundays **or** those called to take the place of such employees will be allowed to complete the balance of the day, unless released at their own request. Those who are called will be advised **as** soon as possible after vacancies become known.

2.6 Meals During Overtime

2.6.1 The right of an employee to go for a meal after having performed an hour's work after the completion of his regular shift is unquestioned.

2.6.2 Should an employee continue to work **for** more than one (1) hour without going for a meal, this shall not debar him from being allowed to go **for** a meal thereafter, but after the ninth hour it is optional with the employee **as** to whether he continues to work without going for a meal.

2.6.3 Employees shall not be required to work more than two (2) hours without being permitted to go to meals. After the ninth hour, it is optional with the employee **as** to whether he continues work without going for a meal. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes at time and one-half.

2.7 Equalizing Overtime

2.7.1 When it becomes necessary **for** employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

2.7.2 At points where sufficient number of employees are employed, employees shall not (except **as** provided for in Rule 2.5) work two (2) consecutive rest days (holidays to be considered **as** rest days).

2.7.3 Records will be kept of overtime worked and employees called with the purpose of distributing the overtime equally.

2.8 Banking Overtime

Employees desiring to accumulate overtime hours worked in excess of two (2) hours in any calendar day may do so under the following conditions:

- (a) the employee must declare his intention prior to January 1 of each year.
- (b) a maximum of 80 straight time hours only will be permitted in any calendar year.
- (c) accumulated hours must be taken within the year in which they are accrued
- (d) overtime worked during the month of December will not be accrued.
- (e) accumulated hours at the accrued rate of pay will be allotted to the employee.
- (f) such accumulated time will be taken consistent with the efficient operation of the Railway.

2.9 Requirement To Attend An Investigation

Employees will only be required to attend an investigation outside their working hours when the requirements of the service will not permit the taking of statements during regular working hours.

2.10 Employment Or Temporary Advancement Of Helpers

Insofar as practicable, helpers shall not be employed or advanced temporarily to do mechanics' work - when mechanics are available - to avoid the necessity of payment for overtime.

RULE 3
REST DAYS

- 3.1** Employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive **as far as** is possible, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The **work** weeks may be staggered in accordance with the Railway's operational requirements.
- 3.2** In any dispute as to the necessity **of** departing from the pattern of two (2) consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday for employees covered by Rule 3.1, it shall be incumbent on the Railway to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.
- 3.3** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees covered by Rule 3.1 at a particular point, the following procedure shall be observed by the Local Committee and Local Management. Where arrangements are made under (c) and (d) **of** this Rule, the Business Manager will be advised.
- (a) All possible regular relief positions shall be established pursuant to Rule 4.
 - (b) Possible use **of** rest days other than Saturday, Sunday or Monday, **where** these may be required under this Agreement, will be explored by the parties.
 - (c) Accumulation of rest days shall be considered. Where it **is** not reasonably practicable to provide regular relief each week, the rest day or days for

which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five (5) days and rest days so accumulated shall be allowed consecutively when five (5) days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between Officers of the Railway and the Business Manager.

- (d) 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.
- (e) If the foregoing does not solve the problem, then some of the relief employees maybe given non-consecutive rest days off.
- (f) if, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

RULE 4

ESTABLISHMENT OF RELIEF ASSIGNMENTS

- 4.1** All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Rule 3) shall be established to perform

necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

- 4.2** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the Officers of the Railway and the Business Manager may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in **cases** where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- 4.3** Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties, and work locations are those of the employee **or** employees relieved.

RULE 5 EMERGENCY CALLS AND WRECKING SERVICE

5.1 Payment For Emergency Work

5.1.1 An employee regularly assigned to work at a shop, engine house, repair track or inspection point, when called **for** emergency work away from such shop, engine house, repair track or inspection point, will be paid from the time ordered to leave the home station until his return for all time worked, in accordance with the practice at the home station, and all time waiting or traveling shall be paid for at straight time rates for straight time hours and time and one-half for overtime hours.

5.1.2 In no **case** shall the employee be paid for a total of less than eight (**8**) hours each calendar day, when such irregular service prevents the employee from mak-

ing his regular daily hours at his home station. Where meals and lodging are not provided by the Railway, actual necessary expenses will be allowed.

5.1.3 Employees will be called as nearly as possible one (1) hour before leaving time and on their return will deliver tools at points designated.

5.2 Preparatory Time Allowed

If employees are required to leave their home station during overtime hours, they will be allowed one (1) hour preparatory time at time and one-half.

5.3 Employees Relieved From Duty

5.3.1 If, during the time on the road, employees in emergency service are relieved from duty between the hours of 9 p.m. and 7 a.m. and permitted to go to bed for five (5) hours or more, such relief time will not be paid for, provided suitable sleeping accommodation is available.

5.3.2 If employees engaged in wrecking service are relieved from duty and permitted to go to bed for five (5) hours or more, such relief time will not be paid for.

5.4 Service On Rest Days Or Holidays

Employees engaged in wrecking service shall be paid under this Rule, except that all time working, waiting or traveling on assigned rest day(s) including holidays that fall on a rest day shall be paid for at the rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight time hours at home station shall also be paid for at the rate of time and one-half. Time working, waiting or traveling on a holiday which is on a regular work day shall be paid for under Rule 43. The employees' pay

shall be continuous, including the meal period during the first twenty-four (24) hours.

5.5 Commencement Of Wrecking Service

Wrecking service will commence at time called.

5.6 Minimum Payment For Calls

5.6.1 Employees who are called for wrecking service and who, on responding to a call, are not sent out of the terminal will be paid a minimum of two (2) hours straight time.

5.6.2 The minimum call provided in Rule 2 does not apply to wrecking or road emergency work paid under the provisions of this Rule. It is, however, understood that a minimum of two (2) hours straight time will be paid for a call under this Rule.

5.7 Return From Wrecking Service

5.7.1 Employees who have returned from emergency or wrecking service to their home station between the hours of 0001 and 0600 will be reimbursed actual taxi fare to their place of residence. Receipts must be obtained and claims made on the prescribed form.

5.7.2 Employees returning from wrecking service who commenced such service prior to the eight (8) hour period immediately preceding the starting time of their regular assignment at their home location and who, because of such service, have been unable to secure eight (8) hours rest immediately prior to the starting time of their regular assignment shall be accorded eight (8) hours rest before being requested to report on their regular assignment. The portion of this eight (8) hour rest period which continues into the hours of their regular assignment will be compensated at the straight

time rate for the hours **lost** on their regular assignment as a result of the rest period taken.

RULE 6
TEMPORARY TRANSFERS

6.1 Payment

6.1.1 Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop will be paid continuous time from the time ordered to leave their home station to the time of reporting at the point to which sent, straight time rates to be paid for straight time hours at their home station and for all other time, whether waiting or traveling. **If**, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

6.1.2 While at such outlying points, employees will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours **for** each day.

6.1.3 On the return trip to the home station, straight time **for** waiting or traveling will be allowed up to the time of arrival at the home station.

6.2 Meals And Lodging

Where meals and lodging are not provided by the Railway, actual necessary expenses will be allowed.

6.3 Preparatory Time

If employees are required to leave their home station during overtime hours, they will be allowed one (1) hour preparatory time at the straight time rate.

RULE 7
ROAD WORK

7.1 Payment

7.1.1 Employees regularly assigned to roadcar repair work whose tour of duty is regular and who leave and return to their home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving their home station to the time they return, whether working, waiting or traveling, exclusive of the meal period, in accordance with Rules 7.1.2 through 7.1.7.

7.1.2 For all hours traveling, waiting, or for work performed during regular work hours, straight time shall be paid, and overtime rates paid for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, employees will not be allowed pay for such hours. Where meals and lodging are not provided by the Railway when away from home station, actual necessary expenses will be allowed.

7.1.3 When such employees do not return daily to their home station ~~or~~ boarding car, they will be paid for all overtime actually worked ~~as~~ per Rules 2.1.1 and 2.1.2. In such cases where meals and lodging are not furnished by the Railway, employees will be paid actual expenses. If lodging is not available at the point where work is performed, employees will be paid according to Rule 5 until they reach lodging, their home station or boarding car.

7.1.4 Roadcar repair employees sent out on the road will receive pay at straight time rates for waiting and traveling from the time called until they reach the first point at which they have to work and they will be

compensated for any additional expenses they necessarily incur.

7.1.5 Employees sent out on road repair work under this Rule on regularly assigned rest days shall be paid time and one-half **for** working, waiting and traveling with a minimum of eight hours at time and one-half.

7.1.6 Employees sent out on a holiday which is the employee's regular rest day shall be paid in accordance with Rule **43**.

7.1.7 Employees sent out on a holiday which is the employee's regular work day shall be paid in accordance with Rule **43** with a minimum allowance of eight (8) hours at the appropriate rate.

7.2 Starting Times

7.2.1 The starting time is not to be earlier than 6 a.m. or later than 8 a.m.

7.2.2 Where two (2) or more shifts are worked, the starting time will be regulated accordingly.

7.2.3 Exception – Where the schedule of trains **interferes** with the starting time, an agreement may be entered into by the appropriate Officer of the Railway and the Business Manager.

RULE 8 EMPLOYEES TEMPORARILY REPLACING OTHER EMPLOYEES

- 8.1** When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate but if he is required to fill, temporarily, the place **of** another employee receiving a lower rate, his rate will not be changed.

RULE 9
WORKING MASTER MECHANICS
AND FOREMEN

- 9.1** Master mechanics or foremen shall not be allowed to do mechanics' work when mechanics are working on a reduced hourly basis and are available. This is not intended to restrict the use of working foremen in accordance with the established practice at small points.

RULE 10
PROMOTION TO POSITION OF FOREMAN

10.1 Preference For Promotion

Mechanics in the service, if qualified, will be given preference for promotion to a position as foreman when vacancies occur.

10.2 Temporary Foreman

If this position is of a temporary nature, such employee shall be paid the rate and work under the conditions applying to the position.

When an employee is designated as a temporary foreman, he will not work as a mechanic except for the purposes of making up the difference between the bi-weekly hours of work for mechanics (80 hours) and those for foremen (72 hours).

RULE 11
DUTIES AND RESPONSIBILITIES OF
LEADING HANDS

- 11.1** A leading hand, when so designated, is defined as a mechanic having the necessary qualifications and experience in his trade to be able to direct and supervise the

work of a group of employees under the supervision of a recognized assistant foreman or departmental foreman.

- 11.2** The duties of such leading hands are: To carry out instructions of his immediate supervisor **as** to workmanship on the tasks involved, supervise tools and other equipment for the gang under him, assist his immediate supervisor in the ordering and seeing that material is made available for the work handled, and where necessary and practicable, assist in the preparation of time sheets for the approval of supervising assistant foreman or foreman. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his gang **as** a leader, and not **as** a Supervisory Officer in charge of a department.
- 11.3** Subject to Rule 11.1, seniority will be the governing factor in the designation of lead hands. When in the judgment of the Railway, the senior mechanic cannot reasonably be expected to perform the duties of a lead hand, the local union representative will be consulted; in addition, the union will receive a written explanation for the decision, which decision shall be subject to appeal in accordance with the grievance procedure.
- 11.4** Leading hands will not be permitted to lead gangs of more than eight (8) employees.

RULE 12

LEAVE OF ABSENCE WITHOUT PAY

- 12.1** When the requirements of the service will permit, employees will be granted leave of absence without pay, not to exceed ninety (90) days, with the privilege of renewal by consent of the appropriate Officer of the Railway and the Union Committee concerned.
- 12.2** The arbitrary refusal of a reasonable amount of leave without pay to employees when they can be spared, or

failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this Agreement.

- 12.3** Any employee hereunder on leave of absence without pay engaged in gainful employment without the prior written permission from both the Railway and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Railway.

RULE 13

ABSENCE FROM WORK

- 13.1** 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, must, if possible, advise the foreman in time so he can arrange for relief, and in all cases employees will make arrangements with the foreman to lay off.

RULE 14

FAITHFUL SERVICE

- 14.1** Employees who have given long and faithful service in the employ of the Railway and who have become unable to handle heavy work to advantage will be given preference for such light work in their line as they are able to handle (subject to pension regulation age limits).

RULE 15

ATTENDING COURT

- 15.1** When attending Court as witnesses for the Railway, or at a Coroner's Inquest in which the Railway is involved,

employees will receive pay for all time lost at their home station, with a minimum of eight (8) hours' time each week **day** and eight (8) hours at time and one-half for assigned rest days, either at their home station, away from home or traveling. On holidays specified in Rule 43, employees shall be paid a minimum of eight (8) hours at the appropriate rate. Time and one-half will be paid for traveling during overtime hours, where employees are unable to secure sleeping car accommodation. Actual expenses will be allowed when away from their home station, and necessary expenses will be allowed when at home. When necessary, the Railway will furnish transportation, and will be entitled to certificate for witness fees in all cases.

RULE 16 PAY PROCEDURES

16.1 Pay Frequency

16.1.1 Employees will be paid bi-weekly during regular working hours.

16.1.2 Should the regular pay day fall on a holiday or days when the shops are closed down, where practicable, employees will be paid on the preceding day.

16.1.3 During inclement weather, provision will be made where buildings are available to pay employees under shelter.

16.2 Pay Shortages

Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued *to* cover the shortage.

16.3 Payment On Termination

Employees leaving the service of the Railway will be furnished with a time voucher covering all time due within twenty-four (24) hours at points where discharge cheques are issued, and within forty-eight (48) hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays, Sundays and holidays.

RULE 17

SHOP CLOSE DOWN

- 17.1** Regular employees including millwright gang employees assigned to shop maintenance shall be considered as a subdivision of a department and shall be worked as such on maintenance work during periods when shops are closed down at straight time rates for straight time hours and overtime rates for overtime hours.

RULE 18

**RAILWAY TRANSPORTATION FOR
LAID OFF EMPLOYEES**

- 18.1** Employees laid off on account of staff reduction who desire to secure employment within the Railway will, upon application, be furnished with free rail transportation in accordance with the service provisions of the Railway's pass regulations.

RULE 19

**EMPLOYEES REQUIRED TO WORK
WHEN SHOPS ARE CLOSED DOWN DUE TO
BREAKDOWN IN MACHINERY, ETC.**

- 19.1** Employees required to work when shops are closed down due to a breakdown in machinery, floods, fires,

and the like, will receive straight time for regular hours, and overtime for overtime hours.

RULE 20
SENIORITY, BULLETINING OF VACANCIES,
LAYOFF AND RECALL

20.1 Probationary Period

20.1.1 A new employee shall not be regarded **as** permanently employed until he has completed sixty (60) working days cumulative service. In the meantime, unless removed for cause which in the opinion of the Railway renders him undesirable for its service, the employee shall accumulate seniority from the date he entered the classification in the craft, and shall be regarded **as** coming within the terms of this Agreement.

20.1.2 New employees shall not establish terminal seniority until successful to a position pursuant to Rules 20.14 and/or 20.15.

20.2 Basic Seniority Territory

Basic seniority territory shall be defined **as** the system.

20.3 Seniority Classifications

Seniority of employees in each of the following crafts covered by this Agreement shall, except as otherwise provided herein and in the respective craft's special rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

Boilermakers	Helpers
Blacksmiths	Helpers
Electrical Workers	Helpers
Machinists	Helpers
Pipefitters	Helpers

Sheet Metal Workers Helpers
Steam Plant Operator
Degreaser Operators
Classified Labourers
Full-time First Aid Attendants

20.3.1 As of September 14, 1987, mechanics will only accumulate seniority on one seniority list.

20.4 Seniority Terminals

20.4.1 Employees at outside points where no immediate supervisor or foreman is located shall be placed on the seniority lists and retain their seniority at the seniority terminal where such immediate supervisor or foreman is located who has jurisdiction over such outside points. If they are not working under the jurisdiction of an immediate supervisor or foreman, employees shall retain seniority at the seniority terminal from which sent.

20.4.2 Except as may be otherwise mutually agreed between the Union and the Railway, the main shop is designated as Squamish and will be regarded under this Rule as a separate seniority terminal for the purpose of seniority.

20.5 Other Regulations

The seniority of employees for purposes covered by this Agreement is independent of the provisions of provident or insurance fund regulations.

20.6 Seniority Date

When two (2) or more individuals are employed on the same date, their seniority standing will be determined by the hour they start work. In the event of the starting time being the same, the date and time of application for employment will be the determining factor.

20.7 Publishing Of Seniority Lists

Seniority lists will be open for inspection and copies shall be furnished by the Railway to the local committee and the Business Manager.

20.8 Exceptions To Seniority Lists

Seniority lists shall be compiled and posted in January of each year. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate Officer in charge, with copy to the Local representative and the Business Manager.

20.9 Temporary Mechanic Seniority

An employee temporarily set up as a mechanic shall retain and continue to accumulate seniority on the helpers' seniority list from which set up while he is working in the capacity of mechanic. Such a helper will not be recognized as holding any seniority as mechanic. A helper governed by this Rule shall not be promoted to the permanent mechanics' seniority list of his craft except as may be provided for in the respective craft's special rules.

20.10 Fully Qualified Mechanics

20.10.1 Should it be necessary to hire a mechanic who is not fully qualified, or should it be found after a mechanic is hired that he is not fully qualified, such mechanic shall be discharged from the service immediately once he can be replaced by a qualified mechanic or a suitable helper is available to be promoted to the position of mechanic in training.

20.10.2 A newly hired mechanic who fails to pass the qualifying tests (within a maximum of forty-five (45) cumulative working days) will be released from the service, or if the exigencies of the service so require,

such mechanic will be retained in the service up to one hundred and thirty (130) working days from date of last entry into service. If necessary, this one hundred and thirty (130) working day period may be extended by mutual agreement between the proper Officer of the Railway and the Business Manager.

20.10.3 "Fully Qualified Mechanic" shall mean a mechanic who has successfully completed the Railway's apprenticeship training program or a mechanic **who has** not completed such apprentice training program but who has, through on-the-job training within or outside the Railway industry and/or outside vocational training in his craft, become fully qualified. Mutually agreed upon objective tests shall determine whether or not a mechanic who has not served a Railway apprenticeship program in his craft has become a fully qualified mechanic **as** specified above.

20.11 Promotion To Trainee Mechanics

20.11.1 An employee promoted in a craft to the classification of trainee mechanic, and who, under the craft's special rules **is** engaging in a training procedure toward ultimate establishment on the permanent seniority roster of the craft concerned, shall be periodically tested during such training period, and if, at any time, it is found that such employee is not progressing satisfactorily toward the ultimate aim **of** becoming a fully qualified mechanic in accordance with the definition of a "fully qualified mechanic" **as** contained in Rule 20.10.3 he shall, subject to Rule 20.11.3 hereof, be required to revert to the group from which promoted, provided there is another employee available who possesses the necessary aptitudes to justify his promotion to mechanic with a view to becoming fully qualified. No employee who is not fully qualified shall be established on the permanent mechanics' seniority list in any craft.

20.11.2 When necessary, the Railway will institute training programs after due consultation with the Business Manager of the Union. The consent of the Business Manager to such training programs shall not be unreasonably withheld. Employees shall not be promoted or hired to a trainee mechanic position in a craft prior to agreement being reached, by the parties concerned, for the implementation of a training program in the craft.

20.11.3 Except as otherwise provided in the craft's special rules, an employee who enters the training program and who fails at any stage to meet the requirements of the trade tests in his craft may continue to be employed in the position of mechanic if necessary to meet operational requirements in accordance with Rule 20.9.

20.11.4 Positions requiring considerable skills shall, to the extent possible, be filled by fully qualified mechanics. In following this principle, both parties will give full recognition to operational requirements of the Railway and to any employee training arrangements that may be mutually agreed upon in respect of any craft.

20.12 Bulletining Of Vacancies Or **New Jobs In Excess Of 90 Days**

When vacancies occur in a designated work area for which replacements are required, or new jobs are created or additional staff is required in a classification in a craft for a period of ninety (90) calendar days or more, such vacancies or new jobs shall be bulletined for a period of not less than seven (7) calendar days to employees in the classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to the following Rules, the local committee to be consulted.

- (a) An employee claiming a position in the exercise of seniority, who in the judgment of the Railway cannot reasonably be expected to qualify to perform the duties required within a period of thirty (30), calendar days or less, shall not be denied such position by the appropriate Officer of the Railway without prior consultation with the local representative of the Union.
- (b) An employee exercising seniority, who, in the judgment of the Railway, can reasonably be expected to qualify for the position claimed shall be allowed a trial period which shall not exceed thirty (30) calendar days except that, by mutual agreement between the Business Manager and the proper Officer of the Railway, such period may be extended up to ninety (90) calendar days in order to demonstrate the employee's ability to perform the work required.
- (c) Should an employee be denied a position being claimed in the exercise of seniority, or should he fail to qualify during a trial period, he and his authorized representative will be entitled to receive an explanation in writing from the appropriate Officer of the Railway, including the reason for the decision rendered, which shall be subject to appeal in accordance with the applicable grievance procedure.

20.13 Filling Of Vacancies Or New Jobs Of Less Than 90 Days

20.13.1 When vacancies occur or new jobs are created or additional staff is required in a classification in the respective crafts for a period of less than eighty-five (85) calendar days, such vacancies will be bulletined within the home seniority terminal as per Rule 20.12. The Company in the first instance may assign the

junior qualified employees to fill such vacancies pending closing of such bulletins. Such vacancies will be bulletined to the system. First preference will be awarded to the employee in the home seniority terminal. System seniority will prevail thereafter. If a vacancy under this Rule exceeds eighty-five (85) calendar days it will be re-bulletined under Rule 20.12, or under 20.13 if for reason of sickness/injury by mutual agreement between the proper officer of the Railway and the Business Manager.

20.13.2 Employees assigned to fill positions under this Rule shall be considered **as** temporarily assigned and, on completion of such temporary positions, they shall be returned to their former basic regular assignments. For the purpose of this Rule, annual vacation relief, leave of absence, sickness, injury, etc., shall be positions coming under the scope of this Rule.

20.14 System Bulletins

20.14.1 If a vacancy or new position of an expected duration of ninety (90) calendar days or more requiring additional staff is not filled by an employee in the classification at a home seniority terminal, it shall be bulletined **for** not less than seven (7) calendar days to the employees holding seniority in the classification in a craft on the system. Subject to qualifications, seniority will govern.

20.14.2 Employees who transfer under this Rule shall, after ninety (90) calendar days forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that an employee on laid off status at his home seniority terminal may exercise his rights under this Rule without forfeiting his seniority at his home seniority terminal. The Business Manager shall receive a copy of all such bulletins as soon **as** practicable.

20.14.3 For the purpose of this Rule, the number of employees to be transferred and the method to be used shall be mutually arranged between the proper Officer of the Railway and the Business Manager in order to meet the requirements of the Railway service.

20.14.4 Employees who transfer under this rule and whose position is abolished prior to ninety (90) calendar days from the date of transfer will return to their former position at their former seniority terminal.

20.15 Exercising Seniority

20.15.1 The exercising of seniority within a seniority terminal to displace a junior employee shall not be permitted except when positions are abolished, or rate of pay or hours of work or days off are changed. The affected employee shall have the right to displace the junior employee in the designated work area of his choice with the shift, days off, hours of work and rate of pay of his choice except as may be provided in the craft's special rules.

20.15.2 For the purpose of this Rule, the designated work area shall be as defined in bulletining positions in accordance with Rule 20.12.

20.15.3 Such employee initially affected shall be given, during his regular working hours, as much advance notice as possible but, in any event, not less than twenty-four (24) hours. The affected employee shall make his intentions known within forty-eight (48) hours of notification and subsequent displacement shall be made without undue delay. The local committee shall be consulted.

20.15.4 Rule 20.15.1 is interpreted to mean that an apprentice who has completed his apprenticeship shall have the right to exercise his seniority at his seniority terminal to displace a junior employee of his craft in

the designated work area of his choice. Employees who commenced an apprenticeship after January 1, 1982, will only be allowed to displace the junior employee of their craft at their seniority terminal.

20.16 Reduction Of The Workforce

20.16.1 When it becomes necessary to lay off employees for any reason, the force shall be reduced in reverse seniority order as per Rule 20.3 unless otherwise provided in craft special rules.

20.16.2 When it becomes necessary to make a reduction in staff at any seniority terminal, at least four (4) working days' notice shall be given to the employees affected before a reduction is made, and lists shall be furnished to the local committee and Business Manager without undue delay. This does not apply in laying off employees who have been temporarily employed for a duration of less than forty-five (45) working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called on less than four (4) days' advance notice, a shorter notice may be given under this Rule. In reducing forces, the ratio of apprentices shall be maintained.

20.16.3 When lay-offs occur, an employee laid-off from his respective classification at his seniority terminal, may within twenty-one (21) calendar days, displace the junior employee in his respective classification at any seniority terminal carrying his seniority in that classification with him except as may be provided in the respective craft special rules. An employee who declines to displace the junior employee at any seniority terminal under this clause shall be laid off subject to recall to his home seniority terminal as per Rule 20.17.3. A laid off employee who is unable to displace the junior employee at any seniority terminal will have twenty-one (21) calendar days to displace

junior employees who are subsequently recalled to other seniority terminals or to exercise seniority to subsequent declared vacancies at other seniority terminals. Such twenty-one (21) day period shall commence on the date a junior employee is recalled or a vacancy is declared at any seniority terminal. An employee who does not exercise seniority within this twenty-one (21) day period will be laid off subject to recall to his home seniority terminal as per Rule 20.17.3.

In the application of this Rule, it is understood that an employee exercising seniority on the system must make his intentions known in sufficient time to allow the employee being displaced at least one full work day's notice.

It is further understood that the twenty-one (21) calendar day time limit provision in this Rule requires that an employee must have actually commenced working on a position to which seniority has been exercised within the twenty-one (21) calendar days.

Note: For the purpose of payment of benefits from the Job Security Fund, an employee must exercise seniority on the system.

20.16.4 An employee who transfers in accordance with Rule 20.16.3 shall hold seniority rights at his home seniority terminal and all subsequent seniority terminals to which he is transferred until he returns to his home seniority terminal or forfeits right of recall to his home seniority terminal pursuant to Rule 20.16.3.

20.16.5 A laid-off employee who displaces another employee on the system, shall retain his seniority rights at his home seniority terminal in accordance with Rule 20.16.3 and shall be subject to recall to his home seniority terminal in seniority order for vacancies of expected duration of ninety (90) calendar days or more. An employee who declines to accept such recall

within seven (7) calendar days shall forfeit his seniority rights at his home seniority terminal and shall retain his seniority rights at his new seniority terminal. An employee who accepts recalls to his home seniority terminal within seven (7) calendar days will return thereto within fifteen (15) calendar days from the date of his acceptance.

20.16.6 Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the periods prescribed in Rules 20.16.3 and 20.16.5 shall begin on the date of his return to service.

20.16.7 A laid off employee who ceases to pay U.A. Local 170 union dues in compliance with the U.A. Local 170 Constitution, for a period of ninety (90) days, will forfeit any seniority under this Agreement, and will no longer be considered an employee of the Railway.

20.17 Restoration Of The Workforce

20.17.1 In the restoration of forces, employees laid-off shall be given preference of re-employment in seniority order. A laid-off employee shall be notified by registered mail at his last known address and he shall be returned to his former classification. Local committees shall be furnished with a list of employees to be restored to service. Where Canada Post is used, the postmark will determine the date of advice to the employee.

20.17.2 It shall be incumbent upon the employee on lay-off, and the employee who has displaced on the system to register his current address with the appropriate Officer at his home seniority terminal.

20.17.3 A laid-off employee who has not displaced in accordance with Rule 20.16.3 shall retain his seniority rights in his respective classification at his home senior-

ity terminal and shall be subject to recall to his home seniority terminal in seniority order. If the employee declines to accept recall to vacancies of an expected duration of sixty (60) calendar days or more at the end of seven (7) calendar days, unless satisfactory reason is given therefor, shall forfeit his seniority and notwithstanding the provisions of Rule 20.22, his name will be stricken from the seniority list and he will no longer be considered as an employee of the Railway.

20.18 Transfer Of Work From One Seniority Terminal To Another Seniority Terminal

20.18.1 When, through an unusual development, it becomes necessary to transfer work from a seniority terminal to another seniority terminal, not more than a sufficient number of employees to perform such work shall in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The appropriate Officer of the Railway and the Business Manager shall co-operate to determine the number of employees who shall transfer.

Employees who transfer under this Rule shall after ninety (90) calendar days lose their seniority at the seniority terminal they left.

20.18.2 The transfer of work will be bulletined at the seniority terminal transferring the work and at the seniority terminal to which the work is transferred.

20.18.3 When bulletins are posted a complete list of that craft's jobs at the terminal to which work is being transferred including days off, hours and seniority, including the new jobs with their days off and hours of work shall be posted with the bulletin.

20.18.4 Those employees successful to the bulletins will have the right to exercise their seniority to any position in their classification at the seniority terminal

which the positions are being transferred to, that their seniority will entitle them to hold. Conditions for the exercising of seniority will apply as per Rule 20.15.

20.19 Transfer Of Seniority For Medical Or Physical Reasons

Employees in service who, through bona fide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual agreement between the appropriate Officer of the Railway and the Business Manager transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after ninety (90) calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

20.20 Seniority Protection For Employees Accepting Transfers to Official Positions

20.20.1 An employee accepting a transfer within the Railway to an Official position shall retain rights and continue to accumulate seniority for a period of six (6) months from date of transfer. If, during the six (6) months, he returns to the bargaining unit, the employee must, within thirty (30) days after such release, either displace the junior employee in his seniority group on his basic seniority territory or exercise his seniority to a vacancy or a newly created position at his home seniority terminal; if he fails to do so, he shall forfeit his seniority. The Business Manager shall be advised.

20.20.2 If he elects to remain in an Official position at the expiration of six (6) months, his rights and accumulated seniority under this collective agreement shall be "temporarily suspended" until such time as he returns to the bargaining unit. In such event, only the

seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority as provided in this Rule.

Example: John Smith, with a seniority date of July 1, 1970, takes an official position on January 1, 1990. Six (6) months later, on July 1, 1990, he elects to remain in the official position. On July 1, 1991, Smith returns to the bargaining unit. He may only exercise that amount of seniority accumulated between July 1, 1970 and July 1, 1990.

20.20.3 Supervisors wishing to maintain rights per this Rule must maintain full union dues. Those supervisors refusing to pay full union dues will forfeit their seniority and will be removed from seniority lists. The Union will advise the company of employees who have forfeited their seniority and who should be removed from the seniority list.

20.20.4 An employee temporarily promoted to an official or excepted position will, within seven (7) calendar days of release from such temporary employment, exercise his seniority in his craft at his home seniority terminal. The appropriate Officer of the Railway shall advise the local representative of the Union of such promotions, including the expected duration thereof.

Note: Relief Foremen is presently being negotiated between the parties. Until such time as an agreement is reached Relief Foremen will be covered in the spirit of the 1987-1990 agreement with the changes that the parties have agreed to since 1990. This is not intended to change any other provisions within Rule 20.20.

20.21 Time Limits While On Specified Leaves

For employees on leave of absence, annual vacation or absence because of illness or **injury**, the time limits specified in this Agreement shall begin on the date of

the employees' return to service. Employees within seven (7) calendar days after their return **from** approved leave **of** absence, including annual vacation **or** absence because of illness or injury may exercise their seniority rights if qualified to any position bulletined during their absence.

20.22 Investigation Requirement Prior To Discharge

An employee with more than forty-five (45) working days cumulative service shall not be discharged without being given a proper investigation.

20.23 Vacancies Not Filled By Bid Or From Within The Railway

When a vacancy occurs that is not filled by bid procedure or from within the Railway, the Union will be notified and requested to send suitable applicants for consideration.

20.24 Seniority Protection For Employees Accepting Transfers To Other BC Rail Council of Trade Union Constituents.

20.24.1 An employee who accepts a position in another BC Rail Council of Trade Union constituent will not accumulate any seniority under this agreement after the date of his transfer.

20.24.2 An employee as per Rule 20.24.1, who maintains payment **of** U.A. Local 170 union dues will upon return to the bargaining unit, have his seniority prior to his leaving the bargaining unit recognized for the purposes **of** this agreement.

20.24.3 An employee **as** per Rule 20.24.1, who ceases to pay U.A. Local 170 union dues for a period of ninety (90) calendar days, will forfeit any seniority under this agreement.

20.25 Wrecking Crew Positions

Where wrecking crew positions exist, they will be bulletined in the month of January every two (2) years.

RULE 21

WORK OF MECHANICS OR APPRENTICES

- 21.1** Mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft.

RULE 22

LABOURERS PERFORMING HELPERS' WORK

- 22.1** Labourers, or similar class of workmen, shall not be permitted to do helpers' work as outlined in the craft rules if regular helpers are available, but if they are so used for one hour or more, they shall be paid at the helpers' rate for all work performed as helpers.

RULE 23

ELECTRIC AND OXYACETYLENE WELDERS

- 23.1** Employees engaged on the electric or oxyacetylene process will be taken from the craft that would have handled the work had it been done by former methods, and will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At outside points where there is not sufficient work to require an employee from each craft, the foreman shall select an employee from the Shop Crafts to perform all the work to be done by these processes.

RULE 24

GRIEVANCE AND ARBITRATION PROCEDURE

24.1 Time Limits And Procedures

24.1.1 Whenever any dispute arises between the Railway and the Union or between the Railway and one or more employees, the dispute shall be adjusted in accordance with the procedure which follows.

24.1.2 The time limits to institute this grievance are:

- (a) Termination or lay-off - ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar days.

24.1.3 The time limit shall be calculated from the date the employee receives a statement or is given proper notification.

24.2 Steps In The Grievance Procedure

Step 1

Any grievance of an employee shall first be taken up between such employee and the Railway Supervisor; however, the employee will be entitled to be represented by a Shop Steward or a Union representative.

Step 2

Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a Shop Steward and the Railway Supervisor.

Step 3

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Railway over the interpretation or the application of the provisions of this Agreement including any dispute as to whether a matter is subject to this Grievance Procedure, shall be referred to two (2) authorized represent-

atives of the Union and two (2) authorized representatives of the Railway. The representatives of the Union and the Railway shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Under Step 3, the Railway will act as Recording Secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Railway representative. Under Step 3, the meeting chairman will be rotated between the Union and the Railway.

Step 4

When a grievance is not settled at Step 3 of the Grievance Procedure, either party may refer the matter to an arbitrator for final and binding settlement. The party requesting arbitration must serve written notice on the other party within sixty (60) calendar days of the date the grievance was instituted at Step 1 of the Grievance Procedure. Any grievance not progressed to arbitration within the sixty (60) day time limit shall be considered settled on the basis of the decision rendered at Step 3 of the Grievance Procedure, and will not be subject to further appeal.

24.3 Selection Of Arbitrator

If the parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Skills, Training and Labour will be requested to appoint a neutral arbitrator.

24.4 Decision Of Arbitrator

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith. The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

24.5 Cost Of Arbitrator

The cost of the arbitrator will be borne equally by the Union and by the Railway.

RULE 25

**WRITTEN REPRIMANDS
AND/OR WARNING LETTERS**

25.1 An employee will receive a copy of any written reprimand or warning letter placed on his file. Warning letters will be removed from an employee's personal file after a period of two (2) years clear disciplinary service. Letters of disciplinary suspension will become a permanent part of the employee's personal work history.

RULE 26

JURY DUTY

26.1 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a minimum of one (1) basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day

excluding allowances paid by the Court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a) **An** employee must furnish the Railway with a statement from the Court of the jury allowances paid and the days on which jury duty was performed.
- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. **An** employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

RULE 27

APPRENTICES

27.1 Apprenticeship Program

The Railway, CAW and UA 170 agreed to negotiate an apprenticeship program.

The following establishes the structure, program element and process to be followed which will conclude with the development and implementation of a "New" apprenticeship program on the Railway.

The apprenticeship program will be developed as follows:

Joint Apprenticeship Committee

- the Railway, CAW and UA 170 agree to establish an Apprenticeship Steering Committee of railway employees.

- the committee shall consist of four **(4)** representatives, two **(2)** from the Railway and one (1) member from the CAW and one (1) member from the UA 170.
- the Railway shall bear the expenses of the committee members.
- the intent of the committee is to reach agreement respecting **all** aspects of the program **as** outlined including structure, implementation and operation of the program.

Agreement Resolution Progress

- negotiations respecting the development of this program will commence within sixty **(60)** days from the signing of this collective agreement.
- such negotiations shall continue for a period not to exceed six **(6)** months unless mutually agreed to an extension of this time period by the committee members.
- should the parties fail **to** reach agreement at the conclusion of the negotiated period the unresolved issues may be submitted to final and binding arbitration.
- the selection of an arbitrator will be based on agreement by the committee.

The Program Elements

The programs elements for discussion and agreement are **as** follows:

- the apprenticeship program shall be four **(4)** years in duration.
- the committee shall make joint application to the Ministry of Skills, Training and Labour for provincial certification status of the program.
- set academic and experience standards required in order to gain acceptance into the program giving

preference to current trainees, helpers and coach cleaners and labourers.

- define apprenticeship standards.
- set apprenticeship wage scales in accordance with the Ministry of Skills, Training and Labour.
- set seniority provisions upon certification.
- set criteria for apprenticeship placement in the railway system upon certification.
- set training criteria respecting the introduction of new technology.
- establish training components respecting the car-man craft outlining a schedule of training for each component

27.2 Apprenticeship Committee

27.2.1 The Railway, UA Local 170 and the C.A.W. agree to the establishment of a mechanical apprentice committee.

27.2.2 The committee shall consist of four representatives, two from the Railway and two from the Unions.

27.2.3 The duties of the committee are to make recommendations on all aspects of the apprenticeship program for consideration of the Railway.

27.2.4 The committee shall meet as and when required but at any rate not less than once per year.

27.2.5 The Railway shall bear the expenses of committee members.

RULE 28
RATES OF PAY

28.1 Hourly Rates

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE</u>		
	<u>Sept.</u> <u>1/93</u>	<u>Jan.</u> <u>1/94</u>	<u>Jan.</u> <u>1/95</u>
Machinists	\$23.58	24.05	24.58
Machinists' Helpers	\$21.44	21.86	22.34
Boilermakers	\$23.58	24.05	24.58
Boilermakers' Helpers	\$21.44	21.86	22.34
Blacksmiths	\$23.58	24.05	24.58
Blacksmiths' Helpers	\$21.44	21.86	22.34
Pipefitters, including Coppersmiths (pipework) Plumbers, Steamfitters, Superheater Pipefitters, Gas Fitters and Pipe Threaders	\$23.58	24.05	24.58
Freight Car Pipefitter (air brake piping only)	\$22.50	22.95	23.45
Pipefitters' Helpers	\$21.44	21.86	22.34
Sheetmetal Workers	\$23.58	24.05	24.58
Sheetmetal Workers' Helpers	\$21.44	21.86	22.34
Electrical Workers	\$23.58	24.05	24.58
Electrical Workers' Helpers	\$21.44	21.86	22.34
Unclassified Mechanics, including frog and switch fitters, rail saw operators and rail benders	\$22.50	22.95	23.45

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE</u>		
	<u>Sept.</u> <u>1/93</u>	<u>Jan.</u> <u>1/94</u>	<u>Jan.</u> <u>1/95</u>
Unclassified Helpers, including Burner (Scrap in dock and yard); Hydrant Inspectors and Scrap Cutters	\$20.42	20.82	21.28
Other Mechanics	\$22.33	22.77	23.27
Trainee Mechanics	\$21.64	22.07	22.56
Helpers (covered by Rule 28.3)	\$21.64	22.07	22.56
Steam Plant Operators	\$23.58	24.05	24.58
Degreaser Operators	\$20.02	20.41	20.86
Labourers	\$18.71	19.07	19.49
Full-Time First Aid Attendants requiring a Level 2 Occupational First Aid Certificate	\$22.28	22.72	23.22
Full-Time First Aid Attendants requiring a Level 3 Occupational First Aid Certificate	\$23.58	24.05	24.58

28.2 Other Mechanics Rate

28.2.1 An employee who is promoted to a mechanic's position or a newly hired mechanic shall, until such time **as** he becomes a fully qualified mechanic and is placed on a permanent craft seniority list, be paid the "Other Mechanics" rate as shown in Rule 28.1.

28.2.2 An employee who is certified as fully qualified **as** a mechanic but elects of his own accord not to be placed on the mechanic's permanent seniority roster in his craft shall be paid the "Other Mechanics" rate **as**

shown in Rule 28.1 until he can be replaced by a qualified mechanic, unless otherwise provided in the craft's special rules.

28.2.3 Employees governed by Rules 20.10.1, 20.10.2 and 20.11.3 shall be paid the "Other Mechanics" rate as shown in Rule 28.1.

28.3 Helpers Paid At Trainee Mechanic's Rate

A helper who is promoted in a craft for the first time to a mechanic's position shall, until qualified for a higher rate under the terms of this Agreement, be paid at the trainee mechanic's rate as shown in Rule 28.1 except as otherwise provided for in the craft's special rules.

28.4 Tractors And Portable Cranes

Employees assigned to operate tractors and portable cranes, such as the Elwell Parker, Ransome-Rapier, and other portable cranes of a similar nature, in the Motive Power and Car Departments, when and where there is sufficient work to require that an employee be assigned for the purpose, will be paid at the established helpers' rate for the class of helper used.

Rule 29

ALLOWANCES

29.1 Saturday And Sunday Premium

Employees working their regular shift assignment in which Saturday and/or Sunday fall within their regular work week shall be paid a premium of five percent (5%) of their basic hourly rate for work performed on a Saturday or Sunday, except where overtime rates apply. This premium shall be paid in addition to the hourly rate and in addition to any shift differential. This

premium will not be paid for paid absence from duty such as vacations and General Holidays.

29.2 Fort Nelson Allowance

Employees assigned at Fort Nelson will receive twenty-five cents (\$0.25) per hour above the rates provided for their respective crafts.

Overtime shall not be calculated on this allowance nor shall this allowance be paid for paid absence from duty such as annual vacation, General Holidays, etc.

29.3 Shift Differential

Employees whose regularly assigned shifts commence between 1500 and 2259 shall receive a shift differential of fifty-five cents (\$0.55) per hour and employees whose regularly assigned shifts commence between 2000 and 0559 shall receive a shift differential of sixty cents (\$0.60) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, General Holidays, etc.

The application of shift differentials will apply in the following manner:

- (a) A regular day shift employee who is required to double onto the afternoon shift to relieve another employee who is off work will receive the differential rate of fifty-five cents (\$0.55) per hour as well as the time and one-half rate of pay.
- (b) A regular day shift employee who is required to cover the night shift to relieve another employee who is off work will receive the differential rate of sixty cents (\$0.60) per hour as well as the time and one-half rate of pay.

- (c) Similarly, a regular afternoon shift employee who doubles onto the night shift to relieve an employee who is off work would receive the sixty cents (**\$0.60**) per hour differential plus the time and one-half rate of pay.
- (d) A regular night shift employee who is required to simply work overtime for a certain time will continue to receive the sixty cents (**\$0.60**) per hour differential rate in addition to the time and one-half rate of pay for all time worked on the day shift.
- (e) A regular night shift employee who **is** required to double onto the day shift will not receive the differential for the extra shift.
- (f) However, a regular afternoon shift employee who simply works overtime onto the night shift would only continue to receive the fifty-five cents (\$0.55) per hour differential rate in addition to time and one-half rates for all time worked on the night shift.
- (g) A regular day shift employee who is simply required to work overtime on the afternoon or night shift for a certain time will not receive the shift differential rate in addition to the time and one-half rate of pay.
- (h) Overtime rates are calculated on regular rates of pay, not on regular rates plus a shift differential rate.

29.4 Leading Hands

Leading hands paid on an hourly basis will receive five percent (**5%**) above the rates provided for their respective crafts. The leading hand premium will be paid for a minimum of eight hours per shift.

29.5 Helpers

29.5.1 Rates of pay established in certain classifications or positions at each point on the Railway for helpers in their basic trades shall be maintained as the minimum rate of pay for such classification at such point.

Note: Machinists will perform the wheel pressing duties currently performed by Satwinder Bisla and Don McNeill when these employees vacate those duties. The employees will continue to receive an additional fifty cents (\$0.50) per hour when operating the wheel press.

29.6 Steam Cleaning

Labourers when assigned will receive fifty cents (\$0.50) per hour in excess of the Classified Labourers' rate of pay when steam cleaning with chemicals.

29.7 Heavy Fire Blacksmiths

Heavy Fire Blacksmiths will receive two percent (2%) in excess of the Blacksmith's basic rate.

29.8 Heavy Hammer Operator

Heavy Hammer Operator will receive one percent (1%) in excess of the Blacksmith's Helper's rate.

RULE 30

CONDITIONS OF SHOPS ETC.

30.1 Clean And Sanitary Conditions

Good drinking water and ice where required will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and ~~floors~~, lockers, toilet and washrooms will be kept in good repair and in a clean, dry and sanitary condition.

30.2 Light And Heat

Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

RULE 31

PERSONAL INJURIES

- 31.1** Employees injured while at work will not be required to make an accident report before they are given medical attention if required, but will make the report as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 31.2** When it is determined that an employee should return to work on modified duties, the type of duties assigned will be determined by the Railway after consideration of appropriate medical documentation and after consultation with the employee. At the meeting with the employee, the employee may be accompanied by a Union representative if he so chooses.

RULE 32

BULLETIN BOARDS

- 32.1** A bulletin board will be provided at all shops where proper notices of direct interest to employees may be posted by shop committees.

RULE 33

SAFETY CLOTHING AND FOOTWEAR ALLOWANCE

- 33.1** Employees who perform compensated service in January of any year shall be allowed one hundred dollars (\$100.00) in lieu of safety clothing and footwear. The

allowance shall be paid in the first pay period of February each year. A separate cheque will be issued for this amount.

- 33.2** The Railway and the Union agree that employees who are issued with clothing and safety wear by the Company should take reasonable care of such clothing and safety wear. The Railway and the Union agree that there should be procedures in place to ensure that employees are exercising such care.

RULE 34

COVERALLS

- 34.1** The Railway will supply two (2) sets of coveralls to each employee per year. Boilermakers will be supplied with fire resistant coveralls.

RULE 35

FREE RAIL TRANSPORTATION

- 35.1** Employees, those persons dependent upon them for support, and Union representatives representing employees covered by this Agreement will be granted free rail transportation in accordance with the Railway's regulations.

RULE 36

PROTECTION OF EMPLOYEES

36.1 Inclement Weather

Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out, or attached to trains.

36.2 Cleaning

When it is necessary to make repairs to parts of engines, boilers, tanks and tank cars, the parts to be worked on and their immediate area shall be cleaned before mechanics are required to work on same. This will apply to cars undergoing general repairs.

36.3 Sand Blasting And Paint Blowers

Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employees operating these machines will be supplied with masks and goggles.

36.4 Welding Or Cutting

All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

36.5 Signal Protection

No employee will be required to work on a locomotive or car outside of shops without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

36.6 Exhausting Of Steam And Fumes From Locomotives

In shops not now equipped with connections or jacks for blowing steam and exhausting fumes from engines, arrangements will be made to equip them so that steam and fumes from locomotives will not be blown off inside the shop. All engines will be placed under smoke jacks where practicable. Locomotives will not be left running unnecessarily in the shops.

36.7 Hearing Tests

The Railway and the Council agree that employees should not be subjected to sustained noise levels which could cause hearing impairment. To this end, the Railway and the Council agree to consult during the term of the Collective Agreement to determine work areas appropriate for noise testing and the mechanisms for establishing necessary hearing tests.

36.8 Medical Examinations

All medical examinations and travel costs related thereto will be paid by the Railway when the employee is required by the Railway to undergo a medical examination.

RULE 37

EMERY WHEELS AND GRINDSTONES

- 37.1** Emery wheels and grindstones installed in the shop will be kept true and in order.

RULE 38

PROVISION OF HELPERS

- 38.1** Mechanics and apprentices will be furnished sufficient competent help when needed to handle work, if available. When experienced helpers are available, they will be employed in preference to inexperienced employees.
- 38.2** Material carriers responsible for the selection of special materials for mechanics' use will be classified as helpers.

RULE 39
SCRAPPING WORK

- 39.1** The work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a mechanic. Torch work as now performed by mechanics shall continue to be so performed.

RULE 40
LIGHTING EQUIPMENT

- 40.1** Electric light globes and extensions will be kept in tool rooms and available for use.

RULE 41
TOOL BOXES

- 41.1** The Railway will provide an adequate tool box for the use of electricians and machinists.

RULE 42
BEREAVEMENT LEAVE WITH PAY

- 42.1** An employee shall, after having completed six (6) months cumulative compensated service, be entitled to a leave of absence with pay up to a maximum of three (3) calendar days upon the death of member of his immediate family. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons and daughters (includes adopted), sisters, brothers, mother-in-law, father-in-law, common law spouse, common law children, grandchildren, common law family to apply to above, son-in-law, daughter-in-law, grandparents, step-parents and step-children. Notwithstanding the above, in the event of the death of an employee's spouse and/or dependent children the employee will be entitled to five (5) days

bereavement leave without loss of pay effective January 1, 1994. Effective January 1, 1995 this entitlement for spousal and dependent children bereavement leave will increase to seven (7) days.

- 42.2** The Railway may grant up to two (2) days additional leave without loss of pay for travel relating to attendance at the funeral of a member of the employee's immediate family if the funeral is held out of the Province.
- 42.3** It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of his regular wages for that period to the employee to whom leave is granted.

RULE 43
GENERAL HOLIDAYS

43.1 Entitlement

43.1.1 An employee who qualifies in accordance with Rule 43.1.2 shall be granted a holiday with pay on each of the following General Holidays. When a General Holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

Heritage Day will be granted as an additional General Holiday when proclaimed by the Federal Government.

43.1.2 In order to qualify for pay for any one of the holidays specified in Rule 43.1.1, an employee:

- (a) **must** have been in the service of the Railway and available for duty for at least thirty **(30)** calendar days;
- (b) must be available for duty on such holiday, if it occurs on one of his work days, excluding vacation days. When an employee is required to work on such General Holiday, he shall be **given** an advance notice of four **(4)** calendar days except for unforeseen exigencies of the service, in which case he will be notified not later than prior to the completion of his shift or tour to duty immediately preceding such holiday that his services will be required. This Rule does not apply in respect of an employee who is laid off, **or** suffering from a bona fide injury, or who is hospitalized on the holiday. Eligible employees not available for work who are on weekly indemnity, **or** subsequently qualify therefor, will not be disqualified, provided that all other qualifications are met; and,
- (c) must have rendered compensated service on at least twelve **(12)** of the thirty **(30)** calendar days immediately preceding the General Holiday. This Rule does not apply to an employee who is required to work on the holiday.

Note: An employee who is on WCB prior to general holiday(s) and who is entitled to wages for a minimum of one (1) shift in the thirty **(30)** calendar days prior to the general holiday shall be entitled to pay for the holiday.

43.1.3 A qualified employee whose vacation period coincides with any of the General Holidays specified in Rule 43.1.1 shall receive an extra day's vacation with

the pay to which the employee is entitled for that general holiday.

43.1.4 An employee who does not qualify under Rule 43.1.2 (a) with respect to pay for a General Holiday and who is required by the Railway to work on that day shall be paid at the time and one-half rate for all time worked with a minimum of three (3) hours, for which the equivalent hours of service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.

43.1.5 An employee qualified under Rule 43.1.2 and who is not required to work on a General Holiday shall be paid eight (8) hours pay at the straight time rate of his regular assignment.

43.1.6 An employee qualified under Rule 43.1.2 and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Rule 43.1.5 at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hours service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employee on a General Holiday, the provisions of this Rule shall apply to the first shift only.

43.1.7 Shifts commencing between 12:00 midnight on the eve of the General Holiday and 11:59 p.m. on the night of the General Holiday, both times inclusive, shall be considered as work on that holiday.

43.2 Work On Holidays

43.2.1 Employees regularly assigned to work on holidays, or those called to take the place of such employ-

ees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

43.2.2 Holiday work shall only be required when absolutely essential to the operation of the Railway.

43.2.3 Employees qualified under the Rules for a General Holiday who work as a relieving foreman part of the work week (dual positions) shall be paid a portion of the eight (8) hours for each paid General Holiday on the basis of time worked during their work week in the hourly rated position.

Example: An employee who worked two (2) shifts out of five (5) as relieving foreman, would be paid three-fifths (3/5ths) of eight (8) hours for the paid General Holiday or four (4) hours forty-eight (48) minutes.

43.3 Accumulated Time For General Holidays

43.3.1 Employees in the Locomotive Running Repair Shops and Car Department at all points who are represented by the Union and who are required to work a tour of duty on one of the General Holidays specified in Rule 43.1. 1 of the Collective Agreement, may, if they so choose, be allowed to accumulate the time required to be paid in accordance with the provisions of Rule 43.1.7.

43.3.2 Accumulation of time for work on a General Holiday will be limited to eight (8) hours for each general holiday.

43.3.3 The use of accumulated time will be limited to a unit of five (5) days at any given time.

43.3.4 An employee will be required to indicate in writing, prior to January 1 of each year, whether he

chooses to accumulate time as described above, or whether he chooses to be paid in accordance with the terms of the Collective Agreement.

43.3.5 It is understood that time so accumulated may be utilized

- (a) to provide full wages in the event of short term illness to a limit of five (5) days;
- (b) to supplement annual vacation to a limit of five (5) working days;
- (c) to provide a lump sum payment at the end of the calendar year if not used as provided in Clause (a) or Clause (b).

43.3.6 It is understood that this Rule is subject to the provisions of Rule 43 in respect of qualification for General Holidays.

RULE 44 ANNUAL VACATION

44.1 General

For the purpose only of computing annual vacation service requirements, in order for an employee to qualify for vacation entitlement in excess of two (2) weeks, Rule 44.2 will apply.

44.2 Entitlement

44.2.1 Any employee commencing service on or before June 30 of any calendar year will be considered as having commenced service as at the preceding January 1st, and any employee commencing service on July 1st or later of any calendar year will be considered as having commenced service as at the following January 1st. A calendar year means a period of one (1) year commencing January 1st.

44.2.2 An employee who, at the beginning of the calendar year, has not less than thirty (30) days employment relationship shall be entitled to one (1) working day's vacation with pay for each twenty-five (25) days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) working days until qualifying for further vacation under Rule 44.2.3. This clause is only applicable to employees who have entered the service between July 1st and December 31st of the calendar year.

44.2.3 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least one (1) year shall be allowed one (1) working day's vacation with pay for each sixteen and two thirds (16%) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of fifteen (15) working days until qualifying for further vacation under Rule 44.2.4.

44.2.4 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least eight (8) years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12½) day's cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of twenty (20) working days until qualifying for further vacation under Rule 44.2.5.

44.2.5 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least fifteen (15) years shall be allowed one (1) working day's vacation with pay for each ten (10) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of twenty-five (25) working

days until qualifying for further vacation under Rule 44.2.6.

44.2.6 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-two (22) years shall be allowed one (1) working day's vacation with pay for each eight and one-third ($8\frac{1}{3}$) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of thirty (30) working days until qualifying for further vacation under Rule 44.2.7.

44.2.7 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-nine (29) years shall be allowed one (1) working day's vacation with pay for each seven and one-seventh ($7\frac{1}{7}$) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of thirty five (35) working days.

44.2.8 In computing the continuous employment relationship referred to in this Rule, time worked in any position covered by similar vacation agreements will be accumulated for the purpose of qualifying for vacation with pay.

44.2.9 Time off duty on account of bona-fide illness, injury, to attend committee meetings, called to Court as a witness, or for jury duty not exceeding a total of one hundred (100) days in any calendar year, shall be included in the computation of service for vacation purposes.

44.2.10 An employee shall be compensated for vacation at the hourly rate of pay he would have earned had he been working during the vacation.

44.2.11 In the application of Rule 44.2, employees on a monthly guarantee will be paid for vacation of the basis of such guarantee.

44.3 Entitlement Upon Termination

44.3.1 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service as provided for in Rule 44.2 and, if not granted, shall be allowed pay in lieu thereof.

44.3.2 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year shall upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

44.3.3 An individual who is dismissed for cause and not reinstated in his former standing within two (2) years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Rule 44.2.

44.4 Vacation Scheduling

44.4.1 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

44.4.2 Applications for vacation from employees at other than main shops filed between December 15 of the previous year and January 31 shall, insofar as is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have

preference over later applicants. Applicants will be advised in February of the dates allotted them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted. Notices of vacation periods will be posted prior to December 15. The dates mentioned in this Rule may be changed by mutual agreement between the local committee and the proper Officer of the Railway.

44.4.3 Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Railway.

44.5 Vacation Relief

44.5.1 The Officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expense to the Railway, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher rated position, be paid the hourly rates applicable to such position.

44.6 Vacation At The Main Shops

44.6.1 At the main shops when it is intended to close the shops for the annual vacation period, the appropriate Officer of the Railway and duly authorized representatives of the employees will agree prior to March 1st the date of which the various shops will close for the vacation period.

- (a) Those main shop employees desiring special consideration for vacations at a time other than

the main shop closure, will make their intentions known to the Railway at least two months prior to such closure. By agreement between the appropriate Officer of the Railway and the duly authorized representatives of the employees, this two month period may be shortened.

- (b) The appropriate Officer of the Railway and the Union will then meet for the purpose of considering the merits of each case.
- (c) Compassionate grounds, seniority and personal business matters will be factors to be considered.

44.6.2 The period of closedown for annual vacation at main shops will not exceed four (4) weeks in each year.

44.6.3 The appropriate Officer of the Railway and the local committees will cooperate with a view to providing staff to make repairs to machinery, etc., and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such skilled employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date.

44.6.4 Employees in main shops who are entitled to a vacation of three (3) weeks or more may be permitted, upon request, to take a portion of their vacation at a time other than during the closedown for annual vacations providing there is no increased cost to the Railway and subject to the right of the Railway to balance staff in order to ensure adequate productivity.

44.6.5 During the annual vacation closedown, main shop employees whose maximum vacation entitlement is less than the period of closedown shall, notwithstanding any other provisions of the Collective Agreement,

only be entitled to fill vacancies temporarily at running points service for which they are fully qualified.

44.6.6 The appropriate Officer of the Railway and the Business Manager will cooperate in an effort to ensure that **as** many employees **as** possible whose maximum vacation entitlement is one (1) week or more less than the period of closedown will be given the opportunity to fill vacancies at running points for which they are fully qualified to immediately perform the work involved.

44.6.7 An employee who undertakes to transfer to a running point for a temporary period under this Rule and who **has** been cleared to do so shall, if he later declines to exercise his seniority and fill the position without just cause, be debarred from the benefit of this Rule in the following year.

44.6.8 Employees working in main shops during the vacation period will be compensated during regular shop hours at pro rata rates.

44.7 Running Work

Where employees' vacations **as** requested cannot be accommodated due to the lack of additional relief or the requirements of the service, the appropriate Officer of the Railway and the local committee will work out a practical arrangement.

RULE 45

GROUP INSURANCE PLANS

45.1 General Administration

45.1.1 Each of the constituent unions of the Council will be provided copies of the insurance plans and forms used by the various insurance companies **as** the plans and forms are issued and updated from time to time by the insurance carriers. The Railway will provide all

unionized employees with a comprehensive booklet on the insurance plans in effect.

45.1.2 At the request of the Council, the Railway agrees to meet on a quarterly basis with representatives of the Council to discuss the administration of the various insurance plans. No less frequently than twice per annum, the Railway will arrange a meeting between the Railway, the Council and the insurance carriers to discuss the administration of the various insurance plans.

45.2 Joint Advisory Committee

45.2.1 There shall be a Joint Advisory Committee established to consider and make ongoing recommendations on all matters related to the effective administration of the group insurance plans applicable to unionized employees. The Committee shall consist of two representatives appointed by the Railway and two representatives of the Council.

45.2.2 The Committee will be responsible for the periodic review of the insurance policies with a view to presenting proposals for change to the Railway or, through the Railway, to the insurance carrier involved.

45.2.3 The Railway retains the right to place the various group insurance plans for bid from time to time, when it is anticipated that a change in carriers would result in lower costs and/or improved administration. The Railway will advise the Joint Advisory Committee of its intention to place an insurance plan for bid, and will report its reasons for selecting or retaining an Insurance carrier to the Joint Advisory Committee.

45.3 Processing of Weekly Indemnity Claims

45.3.1 The administration of the weekly indemnity (WI) plan will be primarily the responsibility of the

insurance carrier. Only in exceptional circumstances will representatives of the Railway directly contact employees to verify their medical condition once they are in receipt of weekly indemnity benefits. The respective union will be advised before representatives of the Railway directly contact employees in this regard.

45.3.2 Under normal circumstances, claims for weekly indemnity benefits will be processed by the Railway to the insurance carrier without delay and the Railway will urge the insurance carrier to do all that is possible to avoid periods when an employee is either without pay or WI benefits.

45.3.3 When an employee is asked by the Railway and/or the insurance carrier for medical substantiation for a WI claim, the union concerned will be provided with a copy of the request to the employee. In the request, the employee will be advised of the date on which benefits will be suspended if documentation is not received.

45.3.4 At the request of the appropriate union representative, details of the claim will be provided verbally by the Compensation & Benefits Department provided that where medical documentation is involved, the employee has given the appropriate release of information.

45.3.5 The respective union and employee concerned will be advised in a timely manner when the insurance carrier is about to take action to cut off an employee from WI benefits.

45.4 Weekly Indemnity Claims Disputes

45.4.1 At the request of any of the official representatives of the Council's constituent unions, a dispute over whether a WI claim will be paid based on a contention respecting medical evidence will be considered by the

Joint Advisory Committee described in this Article. The employee concerned will be requested to sign a waiver allowing committee members access to his medical documentation. All available information respecting a claim will be considered by the committee on a strictly confidential basis and committee deliberations will not be disclosed outside the committee. Following discussions, the committee will provide the insurance carrier, the Railway, the employee and the appropriate union with a non-binding recommendation as to how the WI claim should be dealt with.

45.4.2 If the committee cannot come to agreement and there is a dispute over the medical evidence relating to the disability, the issue may be referred to an independent medical practitioner acceptable to all the committee members. If the committee members cannot agree on the independent medical practitioner, the College of Physicians and Surgeons will be requested to do so.

45.4.3 The medical opinion by the independent medical practitioner will be final and binding on the Railway and the Council and the matter will not be subject to the grievance and arbitration procedure.

45.4.4 The Railway and the Council will take all reasonable steps to ensure that any requests for independent medical opinions are dealt with and finalized without delay.

45.5 Termination of Employment

The Railway will consult with the respective union before action is taken to terminate the employment of employees who are on authorized leave, **off** sick, are injured, on long term disability, on Workers' Compensation Board benefits, have a case outstanding before the Boards **of** Review **or** are on light duties.

RULE 46
UNION DUES

46.1 Deduction Period

The Railway shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the Union, subject to the conditions and exceptions set forth hereunder. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

46.2 Deduction Amount

The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Rule shall be applicable to the Union on receipt by the Railway of notice in writing from the Union of the amount of regular monthly dues.

46.3 Union Membership

Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of sex, race, national origin, colour or religion. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

46.4 Insufficient Wages

If the wages of an employee payable on the payroll which contains the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct **from** any subsequent wages the dues not deducted in an earlier month.

46.5 Employees In More Than One Union Jurisdiction

Employees filling positions coming within the scope of more than one wage agreement **or** filling positions coming within the jurisdiction of more than one union in the pay period in which deduction is made shall have dues deducted for the union under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from an employee in any month.

46.6 Deductions Prior To Union Dues

Only payroll deductions now or hereafter required by law, deduction of monies due **or** owing the Railway, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

46.7 Statement Of Deductions

The amounts of dues *so* deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer or officers of the union concerned, **as** may be mutually agreed by the Railway and the Union, not later than

forty (40) calendar days following the pay period in which the deductions are made.

46.8 Improper Or Inaccurate Deductions

The Railway shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Union, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.

46.9 Compensation For Services

The question of what, if any, compensation shall be paid the Railway by the Union in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing

46.10 Legal Actions

In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Rule 46.1 of this Rule, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that, if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless

the Railway from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them **as** a result of any such deduction or deductions from payrolls.

46.11 T-4 Disclosure

T-4 slip issued to all employees will show the amount deducted from employees **as** union dues paid to their Union during the year.

RULE 47

COUNCIL FUNDING

- 47.1** A deduction of three cent (\$0.03) per hour shall be made from employees' wages for each hour earned, such monies to be allocated to the operation of the Council.
- 47.2** The monies **so** allocated will be placed into a fund to be used solely for the operation of the Council. Any use of these funds must be approved by a majority of the Council's seven constituent Unions.

RULE 48

AUTOMOBILE MILEAGE

- 48.1** Employees who are authorized **to** use privately owned vehicles in Railway service will be compensated according to current Railway policy. A monthly report of mileage claims must be made on the prescribed form, duly authorized.

RULE 49

JOB SECURITY AGREEMENT

- 49.1** A Master Agreement is in effect, the text of which is outlined in the current Supplemental Agreement.

RULE 50
BLUE FLAG RULES FOR
PROTECTION OF EMPLOYEES WORKING
ON OR ABOUT TRAINS, ENGINES OR
CARS IN YARDS OR ON REPAIR TRACKS

50.1 Purpose

The purpose of this regulation is to outline the procedures which must be adopted to ensure the protection of employees working on or about trains, engines, or cars in yards or on repair tracks.

50.2 General

This regulation conforms to Rule 26 of the Canadian Rail Operating Rules, Revision of 1990.

50.3 Application Of Blue Signals

50.3.1 Regular Repair Tracks

- (a) Where repair tracks are connected at both ends, a standard Blue Flag suspended from a staff clamped on the rail by day and Blue Light hung on same staff by night must be displayed at both ends of each track and, in addition, the switches at both ends of each track must be lined to prevent movement onto the track, and secured with a special lock other than the standard switch lock before employees commence work.
- (b) Where repair tracks are connected one end only, the same protection is required at the end of each track that is connected to the lead.
- (c) Foremen or other assigned responsible employees in charge must personally ensure that track protection is arranged including the application and removal of locks and Blue Signals. When it becomes necessary to remove same to permit

switching operations during working hours, the party in charge must see that all employees are notified and out of danger before removing locks and Blue Signals. Protection must be applied before resuming work.

50.3.2 Shop Tracks

- (a) On tracks which provide entrance or exit from repair buildings, employees must not commence repairs which make it necessary to work in a dangerous position on equipment outside the building until the track **has** been protected as described in Rule 50.3.1 (a).
- (b) Within buildings, it is the responsibility of the Supervisor or other designated person, before requesting a movement of equipment, to ensure that no employees are working on equipment on the track on which the movement will occur.

50.3.3 Flat Traffic Yards (Manually Operated And Automatic Switches)

- (a) Employees, before making inspection, servicing equipment or performing minor repairs on **or** about cars **or** engines on tracks equipped with manually operated or automatic switches, must display the Blue Flag by day and Blue Light by night at a distance visible to all concerned in advance of both ends of such cars or engines until all work is completed, after which Blue Flags and/or Lights must be removed. Each time prior to placing Blue Signals **as** described above, the Supervisor in charge of the switching and train operations must be notified.
- (b) **All** equipment requiring extensive repairs which makes it necessary for employees to work in a dangerous position should be placed on repair or

shop tracks; however, if circumstances are such that this is impracticable to do, the Supervisor in charge of the switching and train operations must be notified so track can be removed from service if equipped with automatic switches. When possible, switches must be lined and locked with special locks to prevent movement onto the track. After completion of repairs, the Blue Signals and locks, if any, must be removed by the employees and the Supervisor in charge of switching and train operations must be advised that repairs have been completed and track released.

Note: The Supervisor in charge of the switching and train operations includes:

Co-ordinators
Terminal Supervisors and Assistants
Car Movement Supervisors and Assistants, where applicable.

50.3.4 Hump Yards (Manually Operated Switches)

Work performed on tracks equipped with manually operated switches will be governed by safety regulations as applicable in flat traffic yards.

50.3.5 Hump And Flat Traffic Yards (Equipped With Remotely Controlled Power Switches)

The Supervisor or other designated responsible person who assigns employees to work on cars or engines on any track must determine with the Yard Supervisor that the switches are lined away so as to prevent movement onto that track, operating levers are blocked or marked so that they cannot be used and will remain this way until notified by the same person that the work is completed. Employees must be made fully aware of the protection provided.

50.3.6 Siding Or Other Tracks At Other Than Terminal Points

Employees making repairs to cars, engines or other units of work equipment, on a siding or other track, at other than Terminal Points must first display a Blue Signal at the ends of additional trackage and at both ends of sidings and take any other precaution deemed necessary to ensure their maximum safety. Before undertaking this work, they must notify the Train Dispatcher and secure assurance that any instructions to train crews which may be necessary have been issued. Upon completion of work, Blue Signals must be removed and the Train Dispatcher notified that repairs have been completed.

50.3.7 Night work

When repairs have to be made after sunset or during weather conditions in which a Blue Flag cannot be plainly seen, a Blue Light must be displayed hung on the same staff.

50.4 Display Of Blue Signal

50.4.1 Each class of employee must display Blue Signals and the same class of employee are alone authorized to remove same.

50.4.2 Within each class of employee, the foreman or other responsible person as designated by the Supervisor in charge will display and remove Blue Signals.

50.4.3 Before removing Blue Signals, the responsible person must ensure himself that all employees working under the protection of his Blue Signal have completed their work and are made aware of the removal of this protection.

50.5 Blue Signal Requirements

Display the Blue Flag by day and the Blue Light by night at a height of five (5) feet above rail level on a steel frame secured to the rail; the day signal must be of rigid material of not less than eighteen (18) inches by twenty (20) inches, and preferably twenty-two (22) inches by twenty-eight (28) inches, with rounded corners, painted on both sides, royal blue with a border of white one and one-half (1½) inches in width.

50.6 Application Of Rules - Responsibility

Supervisors who assign employees to perform work under any of the circumstances outlined in the foregoing Rules must provide proper instructions to ensure that such employees comply with these regulations. All employees are required to adhere to these regulations and to give close personal attention to the protection of themselves and other employees.

50.7 Violation

Violation of the Blue Signal Rule or any action or condition that is likely to result in injury to anyone must be promptly reported to the Supervisor or other responsible person, so as to ensure maximum protection of all concerned.

RULE 51

MACHINISTS' CRAFT SPECIAL RULES

51.1 Machinists' Qualifications

Any person holding proof of an appropriate mechanical apprenticeship, or four years experience in a tradesman capacity in one of the appropriate mechanical trades, or the equivalents and who can demonstrate competence

in the trade will be recognized as a machinist and will be shown on the permanent machinist seniority list.

51.2 Machinists' Work

Machinists' work shall consist of all machine shop processes on metals used in maintaining or overhauling locomotives, tools or shop machinery. Wheel turning or truing, axle turning and wheel and gear pressing. All work on locomotive air brakes. air brake components including related locotrol air equipment and air compressors. Locomotive and diesel engine mechanical inspection work, and the removal, overhaul and reinstallation of all major locomotive components. Oxy-acetylene and electric welding work generally recognized as machinists' work. Track work and gears for locomotives, millwrighting, installing and repairing shop machinery mobile equipment and all other work generally recognized as machinists' work.

51.3 Machinist Apprentices

Includes regular apprentices in connection with the work defined by Rule 51.2.

51.4 Machinists' Helpers' Work

Machinists 'helpers' work shall consist of helping machinists and apprentices, attending tool room, fork lift truck and mobile crane operation in shop areas and all other work generally recognized as helpers' work.

51.5 Machinists Assigned To Running Repairs

Machinists assigned to running repairs shall not be required to do work on back shop at points where back shop forces are maintained.

51.6 Back Shop And Running Repair Forces

Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

51.7 Work At Wrecks

In case of wrecks where engines are disabled a machinist shall accompany the wrecker. A Helper if required (more if necessary) shall also accompany the wrecker. They will work under the direction of the wreck foreman. They will be paid for wrecking service as outlined in Rule 5 while working at wrecks or in charge of wrecked engines.

51.8 Machinist Helpers

51.8.1 A helper, when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

51.8.2 When vacancies occur under the classification of machinist helper (temporary or permanent), machinist helpers in the service will be given preference in promotion to positions paying either the same or higher rate at shop employed, seniority to govern.

51.9 Machinist Helpers Entering The Apprentice Training Program

51.9.1 Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of seven hundred and twenty-six (726) working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected, they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years

made up of six (6) terms of nine hundred (900) hours each or a total of five thousand four hundred (5400) hours. No other credits will be allowed. In the event two (2) or more applications are received, preference will be given firstly to applicants from the seniority terminal and secondly to applicants from the system, except as may be mutually agreed between the appropriate Officer of the Railway and The Business Manager.

51.9.2 A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to helper's status except in the case of reduction of staff, or if unsuitable as an apprentice, in accordance with Rule 27.6.

51.9.3 An apprentice who, due to a reduction in staff, is returned to a helper's status, will, when an increase in staff permits, be obligated to resume his apprentice training. A helper refusing to resume his apprentice training will retain his helper's seniority but shall not thereafter be permitted to re-enter the apprentice training program.

51.9.4 Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

51.10 Temporary Mechanics

51.10.1 In the event of not being able to employ journeymen qualified in accordance with Rule 51.1 and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified journeymen become available.

51.10.2 An employee from within the craft promoted to temporary mechanic may, after having accumulated four **(4)** years experience **as** a mechanic, be given a qualifying test and, if successful, will be placed on the machinists' permanent seniority list and will be credited with one (1) year's seniority **as** of the date he accumulated the four **(4)** years' experience, and will forfeit all seniority rights in the classification or classifications from which promoted **as of** that date.

RULE 52

BOILERMAKERS' CRAFT SPECIAL RULES

52.1 Boilermakers' Qualifications

Any person who has served an apprenticeship or who has had four **(4)** years' experience at the trade who can with the aid of **tools**, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner shall constitute a boilermaker.

52.2 Boilermakers' Work

Boilermaker's work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums: inspecting patching, riveting, chipping, caulking, flanging and flue work; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet iron or sheet steel work made of sixteen (16) gauge or heavier, (present practice between boilermakers and sheet metal workers on railroads to continue relative **to** gauge of iron), oxy-acetylene and electric welding, on work generally recognized **as** boilermakers' work, and all other work generally recognized as boilermakers' work on steam, electric **or** diesel locomotives. It is understood that

present practice in the performance of work between boilermakers and carmen will continue.

52.3 Boilermaker Apprentices

Includes regular apprentices in connection with the work as defined by Rule 52.2.

52.4 Boilermakers' Helpers' Work

Employees assigned to help boilermakers and their apprentices; operators of drill presses and bolt cutters in boiler shop, boiler washers and helpers, employees cutting only bar stock and scrap, flue cleaners. As far as practicable, regularly assigned helpers will be used on flange fires. Classified boilermakers' helpers will attend tool room in boiler shop where regular attendant is employed. Holding on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets, (except when performed by apprentices), and all other work properly recognized as boilermakers helpers' work.

52.5 Temporary Boilermakers

52.5.1 In the event of not being able to employ qualified boilermaker with four (4) years' experience, and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting helpers to temporarily fill such positions, until such time as qualified mechanics are available.

52.5.2 A helper promoted to temporary boilermaker may, after having accumulated four (4) years' service as a temporary mechanic, request to be given the qualifying test of the craft, and if successful, will be placed on the mechanics' permanent seniority list and will be credited with one (1) year's seniority as of the

date he accumulated the **four (4)** years experience and will forfeit all seniority rights in the helpers' classification **as** of that date.

52.6 Boilermakers Assigned To Running Repairs

52.6.1 Boilermakers assigned to running repairs may be used to perform other boiler work.

52.6.2 Boilermakers assigned to locomotive general repair work may be used to perform running repair work when the regular assigned running repair forces are unable to get engines out to meet service requirements.

52.6.3 Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

52.7 Protection Of Boilermakers, Apprentices And Helpers

52.7.1 An oxy-acetylene welding or cutting operator or electric operator will be furnished with a helper when necessary or when it is essential for personal safety.

52.7.2 Should it become necessary to send an oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

52.7.3 When necessary, boilermakers shall be furnished with experienced helpers when sent out on the road or called in to work.

52.8 Boilermaker Helpers Entering The Apprentice Program

52.8.1 Helpers who have worked in the craft on the Railway for not less than three **(3)** years consisting of a total of seven hundred and twenty-six (726) working

days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected, they shall be **given** a credit of one (1) year and **serve** an apprenticeship of three (3) years made up of **six (6)** terms of nine hundred (900) hours each **or** a total of five thousand **four** hundred (5400) hours. No other credits will **be** allowed. In the event two (2) or more applications are received, preference will be given firstly to applicants from the seniority terminal, and secondly to applicants from the system, except as may be mutually agreed between the appropriate Officer of the Railway and the Business Manager.

52.8.2 A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or, if unsuitable as an apprentice, in accordance with Rule 27.6.

52.8.3 An apprentice who, due to a reduction in staff, **is** returned to a helper's status, will, when an increase in staff permits, be obligated to resume his apprentice training.

52.8.4 Except as otherwise provided **for** herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

RULE 53

BLACKSMITHS' CRAFT SPECIAL RULES

53.1 Blacksmiths' Qualifications

Any person **who** has served an apprenticeship, or has had four **(4)** years varied experience at the blacksmiths' trade shall **be** considered a blacksmith. **He** must be able to take a piece of work pertaining to his

class, and with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

53.2 Blacksmiths' Work

Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering; springmaking, tempering and repairing, potashing, annealing, case and bichloride hardening; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; hammersmiths, drop hammermen, trimmers, rolling mill operators; automatic hammermen; spring plate operators, (except shearing and punching cold); bolt and nut makers; bending machine men; car brake gear repairers; operating punches and shears, doing shaping and forming in connection with blacksmiths' work; forging stay bolts, oxy-acetylene and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

53.3 Blacksmith Apprentices

Includes apprentices in connection with the work as defined by Rule 53.2.

53.4 Blacksmiths 'Helpers' Work

Employees assigned to helping blacksmiths and apprentices; heaters, hammer operators, machine helpers, drill press and bolt cutter operators, punch and shear operators (cutting only bar stock and scrap) in connection with blacksmiths' work; flue end piecers; **Rue** end cutters; flue saw operators; cold saw operators (rails and bar stock only); iron straighteners (scrap in dock and yard); iron choppers; and all other work generally recognized as blacksmith helpers' work.

53.5 Temporary Blacksmiths

53.5.1 In the event of not being able to employ qualified blacksmiths with four (4) years' experience, and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting helpers to temporarily fill such positions, until such time as qualified mechanics are available.

53.5.2 A helper promoted to temporary blacksmith may, after having accumulated four (4) years' service as a temporary mechanic, request to be given the qualifying test of the craft, and if successful, will be placed on the mechanics' permanent seniority list and will be credited with one (1) year's seniority as of the date he accumulated the four (4) year's experience, and will forfeit all seniority rights in the helpers' classification as of that date.

53.6 Rate To Be Maintained

When the performance of a certain class of work is transferred and performed by a different process, the rate established under this Agreement for the work being transferred shall be paid for the time occupied in the performance of the work under the new process.

53.7 Rates For Blacksmith Helpers Building Fires

Blacksmith helpers required to prepare heavy furnace or build fires on their own time shall be paid time and one-half on a minute basis with a daily minimum of twenty (20) minutes on that basis.

53.8 Heaters

53.8.1 Furnace operators (heaters) will be assigned to operate furnaces making or working material the

equivalent of *six* (6) inches square or over and heating it for hammersmiths.

53.8.2 Heaters will be assigned to operate furnaces used in connection with forging machines four (4) inches and over, or to heat any material the equivalent of four (4) inches square and over to be forged.

53.8.3 Heaters will be assigned to heavy blacksmith fires and drop hammer furnaces.

53.8.4 When heaters are required on other furnaces, helpers will be used.

53.9 Hammer Drivers

Competent steam hammer drivers will be furnished.

53.10 Blacksmiths Assigned To Road Work

Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by a helper when such work requires a helper.

53.11 Blacksmith Helpers Entering The Apprenticeship Program

53.11.1 Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of seven hundred and twenty-six (726) working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected, they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of nine hundred (900) hours each, or a total of five thousand four hundred (5400) hours. No other credits will be allowed. In the event two (2) or more applications are received, preference will be given firstly to applicants from the seniority terminal and secondly to applicants from the system, except as may be mutually agreed between the appro-

priate Officer of the Railway and the Business Manager.

53.11.2 A helper entering the apprentice training program will have his seniority **as** a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case **of** reduction of staff, **or** if unsuitable **as** a apprentice, in accordance with Rule 27.6.

53.11.3 An apprentice who, due to a reduction in staff, is returned to a helper's status. **will**, when an increase in staff permits, be obligated to resume his apprentice training.

53.11.4 Except **as** otherwise provided **for** herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

RULE 54

SHEET METAL WORKERS' AND PIPEFITTERS' CRAFT SPECIAL RULES

54.1 Sheet Metal Workers' And Pipefitters' Qualifications

Any person who has served an apprenticeship **or** has four **(4)** or more years' experience in the various branches of the trade, who is qualified and capable of doing sheet metal work or pipework as applied to buildings, machinery, locomotives (steam or diesel), cars, etc., whether it be tin, sheet iron or sheet copper, and capable of bending, fitting and brazing of pipe, shall constitute a sheet metal worker **or** pipefitter.

54.2 Sheet Metal Workers' Work

Sheet metal workers' work shall consist **of** silversmithing, tinning, coppersmithing, metal spray gun work in shops, yards, buildings, on passenger coaches, motor coaches and engines **of** all kinds including tenders; lead

burning; babbitting (not scrap reclaimer); the building, erecting, assembling, installing, dismantling (for repairs only), and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron, sheet aluminum of ten (10) gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron), including brazing, soldering, tinning, leading and babbitting (except car and tender truck journal bearings), the operation of babbitt fires (in connection with sheet metal workers' work); oxy-acetylene and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work.

54.3 Pipefitters' Work

Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives and engines of all kinds, tenders, motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water, or any liquids above or below ground; cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work.

54.4 Sheet Metal Worker And pipefitter Apprentices

Includes regular apprentices in connection with the work as defined by Rules 54.2 and 54.3.

54.5 Sheet Metal And Pipefitter Helpers' Work

54.5.1 Employees regularly assigned as sheet metal workers' helpers shall assist sheet metal workers and apprentices.

54.5.2 Employees regularly assigned as pipefitters' helpers shall assist pipefitters and apprentices.

54.5.3 In the event of not being able to employ qualified pipefitters with four (4) years' experience, and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting helpers to temporarily fill such positions until such time as qualified mechanics are available.

54.5.4 A helper promoted to temporary pipefitter may, after having accumulated four (4) years' service as a temporary mechanic, request to be given the qualifying test of the craft and, if successful, will be placed on the mechanics' seniority list, and will be credited with one (1) year's seniority as of the date he accumulated the four (4) years' experience, and will forfeit all seniority rights in the helpers' classification as of that date.

54.6 Sheet Metal Workers Assigned To Road Work

Sheet metal workers will be sent out on line and to outlying points when their services are required, but not for small, unimportant running repair jobs.

54.7 Assignment Of Running Repair Force To Dead Work

The assignment of running repair sheet metal workers and pipefitters to back shop work shall not be the recognized practice; but at points where no back shop sheet metal workers or pipefitters are employed, they may be so assigned if the needs of the service require it.

54.8 Assignment Of Dead Work Force To Running Repairs

Back shop forces will not be assigned to perform running repair work, except when the regularly assigned

running repair forces are unable to get engines out in time to prevent delay to train movement.

54.9 Sheet Metal Worker And Pipefitter Helpers Entering The Apprenticeship Program

54.9.1 Helpers who have worked in the craft on the Railway for not **less** than three (3) years consisting of a total of seven hundred and twenty-six (726) working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. **If** selected, they shall be given a credit of one (1) year and serve an apprenticeship **of** three (3) years' made up of six (6) terms of nine hundred (900) hours each, **or** a total of five thousand four hundred (5400) hours. No other credits will **be** allowed. In the event two (2) or more applications are received, preference will be **given** firstly to applicants from the seniority terminal and secondly to applicants from the system, except as may be mutually agreed between the appropriate Officer **of** the Railway and the Business Manager.

54.9.2 A helper entering the apprentice training program will have his seniority **as** a helper protected during his term of apprenticeship but shall not **be** permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 27.6.

54.9.3 An apprentice who, due to a reduction in staff, is returned to a helper's status, will, when an increase in staff permits, be obligated to resume his apprentice training.

54.9.4 Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

RULE 55
ELECTRICAL WORKERS' CRAFT
SPECIAL RULES

55.1 Electricians' Qualifications

Any person who can produce documentation showing proof that he has completed an electrical apprenticeship or that he ~~has~~ had four (4) years' occupational or on the job training equivalent to that of an electrician and is competent to execute the work to a successful conclusion will be rated as a journeyman electrician.

55.2 Electricians' Work

55.2.1 Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, and welding on work generally recognized as electricians' work. Locomotive remote control equipment, fire alarms, electric clocks, electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators. Inside and outside wiring of shops, buildings, yards and on structures, all electric wiring and conduit work in connection therewith, including steam, gas electric, diesel electric and electric locomotives, passenger trains, motor cars, electric tractors and trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electric control. Electric cable splicers, and all other work generally recognized as being electricians' work.

55.2.2 An electrician will not necessarily be an armature winder or lineman.

55.2.3 Includes regular apprentices in connection with electrical workers.

55.3 Electricians' Helpers

55.3.1 Helpers' work shall consist of helping electricians' and apprentices in regular electrician work, and such battery work as may be agreed upon. The helper will work under the direction of the electrician or apprentice when assigned to them by the supervisor concerned.

55.3.2 When no experienced electrical helpers are available or cannot be called, helpers from other classification, if available, will be used.

55.3.3 An electrical employee from within the craft promoted to temporary electrician may, after having accumulated four (4) years' experience as an electrician, be given the qualifying test of the craft and, if successful, will be placed on the electricians' permanent seniority list and will be credited with one (1) year's seniority as of the date he accumulated the four (4) years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

55.3.4 In the event that the foregoing does not provide enough electricians to meet the requirements of the service, other employees may be transferred or hired as temporary electricians in training subject to their ability to successfully complete the required entrance examination in accordance with the provisions of Rule 20.

55.3.5 Such employees shall have their names included on the electricians' helpers seniority list as of the date they became trainee electricians and will be subject to displacement as qualified electricians become available. Upon completion of four (4) years' service as an electrician, such employee will be

required to pass the craft qualifying test and, if successful, will have his name included on the permanent electricians' seniority list and will be credited with one (1) year's seniority from the date he accumulated the four (4) years' experience, and will forfeit all seniority in the helpers classification as of that date.

55.3.6 In the application of Rules 55.4 and 55.5, an employee shall within thirty (30) days after the date he accumulated the four (4) years' experience as an electrician be required to sign an option to either accept or decline permanent promotion as an electrician. In the event that such employee declines promotion or fails to pass the craft qualifying test, he shall be required to revert to the former classification from which promoted.

55.3.7 As the exigencies of the service dictate, an employee who previously declined promotion may be given the opportunity to sign an option to accept permanent promotion as an electrician. Such employee will be required to pass the craft qualifying test and, if successful, shall have his name included on the Electricians' permanent seniority list. He will be credited with one (1) year's seniority from the date he completed the test and will forfeit his seniority in the classification or classifications from which promoted as of that date.

55.4 Electrical Workers Assigned To Work At Wrecks

In cases of wrecks where electric or diesel electric locomotives are disabled, an electrician, if required, shall accompany the wrecker. They shall work under the direction of the wreck foreman. They will be paid as per Rule 5 while working at wrecks, or in charge of wrecked engines.

55.5 Protection Of Employees

55.5.1 Employees engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons. Employees who clean parts in lye vats will be supplied with gloves.

55.5.2 When it becomes necessary to work on live wires or apparatus in excess of three hundred (300) volts, an electrician shall not work alone. Where practicable, two (2) qualified electricians shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.

55.6 Electrical Workers Entering The Apprenticeship Program

55.6.1 Electrical workers who have worked in the craft for not less than three (3) years consisting of a total of seven hundred and twenty-six (726) working days may, if able to meet the other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected, they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of nine hundred (900) hours each, or a total of five thousand four hundred (5400) hours. No other credits will be allowed. In the event two (2) or more applications are received, preference will be given firstly to applicants from the seniority terminal and secondly to applicants from the system, except as may be mutually agreed between the appropriate Officer of the Railway and the Business Manager.

55.6.2 An electrical worker entering the apprentice training program will have his seniority protected in the classification from which promoted during his term of apprenticeship but shall not be permitted to return to his former classification except in the case of reduction

of staff or, if unsuitable as an apprentice, in accordance with Rule 27.6. An apprentice who due to a reduction in staff is returned to his former classification will, when an increase in staff permits, be obligated to resume his apprentice training.

55.6.3 Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

RULE 56

FULL-TIME FIRST AID ATTENDANTS' SPECIAL RULES

56.1 Full-Time First Aid Attendants

Full-time first aid attendants' work shall consist of first aid work commensurate with the Workers' Compensation Board First Aid Regulations. Full-time first aid attendants shall perform all clerical duties necessary to complete accident and first-aid reports and maintain the required records. Full-time first aid attendants are required to do all other work generally recognized as full-time first aid attendants' work, including duties related to safety.

56.2 Part-Time First Aid Attendants

Part-time first aid attendants exclusively engaged in first aid work may be employed by the Railway to work on an "as and when required" basis. Such part-time first aid attendants shall be paid the applicable rates as set forth in this Agreement for hours worked but shall not accumulate seniority as full-time first aid attendants. A "work week" for a part-time first aid attendant shall mean a period of seven (7) consecutive days starting with Sunday. Hours worked by part-time first aid attendants in excess of eight (8) hours in any one

day **or** in excess of forty (40) hours in a work week shall be paid at the appropriate overtime rate.

56.3 Applicable Rules

The following rules only **as** contained in the Collective Agreement shall apply to full-time "First Aid Attendants":

Rule 1 (Rules 1.1 to 1.2.5 inclusive)

Rule 2

Rule 3

Rule 4

Rule 5

Rule 6

Rule 12

Rule 13

Rule 14

Rule 15

Rule 16

Rule 18

Rule 19

Rule 20.3

Rule 24

Rule 25

Rule 26

Rule 29.3

Rule 30

Rule 31

Rule 32

Rule 33

Rule 35

Rule 42

Rule 43 (Rules 43.1 to 43.2.2 inclusive)

Rule 44

Rule 45

Rule 46

Rule 47

Rule 48
Rule 49
Rule 56
Rule 58
Rule 60
Rule 61
Rule 63
Rule 64

56.4 Seniority

In addition to the provisions contained in the above itemized Rules, the parties agree to revise and amend Rule 20, Seniority for the purpose of providing applicable seniority **rules** for full-time first aid attendants.

56.5 Reimbursement Of Course Fees

Full-time first aid attendants required to take certificate renewal courses **as** prescribed by the Workers' Compensation Board in order to maintain their certificates in good standing shall be reimbursed the fees for such courses. Full time first aid attendants will be paid eight hours at regular rates for each day required to attend a certificate renewal course, providing they successfully pass the course. Attending a certificate renewal course is subject to the prior approval of the appropriate officer of the company.

RULE 57

LABOURERS' SPECIAL RULES

57.1 Application

The subsections of this Rule will apply to the following classifications:

Steam Plant Operators
Degreaser Operators

57.2 Seniority

57.2.1 Should an employee enter the service in the classification of a steam plant operator, he shall be accorded a seniority date in the lower classifications according to such date of entry into service.

57.2.2 An employee promoted from a lower to a higher classification as outlined in Rule 57.1, shall retain and continue to accumulate seniority in the classification from which promoted.

57.2.3 Employees accepting promotion to the helpers' classification will have their names retained on the seniority list from which promoted and will continue to accumulate seniority. Upon accepting promotion to the helpers' classification, such employees will be obliged to continue in the helpers' classification **as long as** their seniority permits them and will only be allowed to revert and exercise their seniority for medical reasons or upon reduction of staff.

57.2.4 Labourers hired after January 1, 1982 and promoted to helpers' classification shall, after ninety (90) consecutive calendar days **as** a helper, forfeit their seniority as a labourer.

57.2.5 Labourers represented by the U.A. Local 170 in the Railway's Locomotive and Car Departments will be given the following protection:

- (a) they will not be replaced by labourer represented by any other constituent union of the Council.
- (b) their rates of pay will be maintained in accordance with the rates provided for in this Agreement.

57.3 With the exception of annual shop shut downs for maintenance and in cases when it is determined by the Railway that **shops** require general cleaning, **shop** cleaning, within the context of this agreement, will be performed by labourers.

Notwithstanding the above day-to-day maintenance will be performed by labourers when labourers are available to complete the work which is required. These duties include, however are not limited to the following:

- 1) steam cleaning
- 2) Degreaser Operator
- 3) Proceco Operator
- 4) switching **of** locomotives on shop tracks
- 5) cleaning of locomotives cabs
- 6) forklift operation when directly related **to** UA170 work requirements.

RULE 58

SCOPE OF GENERAL AND SPECIAL RULES

58.1 Except as provided for under the special rules **of** each craft, the general rules shall govern in all cases.

RULE 59

RAILWEST OPERATION

59.1 After the closure of the Railwest Manufacturing Company Plant, should the Railwest building be used by the Railway as a car repair facility or car manufacturing plant, the Collective Agreement between the Railway and the Council of Trade Unions **of** behalf of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United

States and Canada, Local No. 170, Metal Trades Division, will apply.

RULE 60

JURISDICTIONAL UNDERSTANDING

- 60.1** It is understood and agreed between the parties signatory hereto that any alterations or amendments herein proposed in work classification are for the purposes of clarification and rate fixing only, and shall not be interpreted as affecting or disturbing in any manner the jurisdictional understanding and practices between the signatory unions, parties to this Agreement, as now exists, or may hereafter be agreed between the unions themselves.

RULE 61

RECOGNITION OF UNION OFFICERS

- 61.1** For the carrying out of this Agreement, the Railway will deal only with the officers duly authorized to act on behalf of the Council of Trade Unions signatory to this Agreement. Grievances or the application or interpretation of the provisions of this Agreement will initially be handled by the officers duly authorized to act on behalf of the Council of Trade Unions signatory to this agreement.
- 61.2** The Railway will recognize shop stewards and not discriminate against them for lawful union activity, including grievance handling and other Union business on Railway premises.

RULE 62

CONTRACTING OUT

- 62.1** It is the Railway's intention to keep work within the Company provided the necessary facilities, licenses,

equipment and qualified personnel are available; and that the work can be done in a manner that is competitive in terms of cost and quality and within projected time limits.

62.2 Work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except:

- when the skills necessary are not available from within the Railway; or
- when sufficient employees, qualified to perform the work, are not available from the active employees or those placed on layoff by the Railway; or
- when essential equipment or facilities are not available and cannot be made available at the time and place required from Railway owned property or which may be leased from other sources at a reasonable cost without the operator, or
- where the nature, the volume, or the duration of the work is such that it does not justify the capital or operating expenditure involved or the undue fluctuations in employment; or
- the required time for completion of the work cannot be met with the skills, personnel or equipment on the Railway.

62.3 Except in cases of emergency or where time constraints make it unreasonable to do so, the Railway will consult with the Union in advance of the date contracting out is contemplated. The cost effectiveness of proposed contracting out will be documented by the Railway, disclosed to, and discussed in detail with the Union affected. The Railway will consider in good faith and give due consideration to any alternative to contracting out advanced by the Union and will meet and discuss

the alternative with the Union before making its decision as to whether the work will be contracted out.

- 62.4** It is understood that if a third party arbitrator finds that the Railway has not engaged in proper consultation pursuant to this Rule, the arbitrator may assess damages against the Railway.
- 62.5** The introduction of a contractor into a Railway operation will not result directly in the **loss** of employment of any permanent full-time employee except where justified by special circumstances.
- 62.6** Pursuant to Rule 62.5, should a dispute arise concerning the justifiable special circumstances, the parties agree to refer the matter to Umpire Vince Ready (or an alternative appointed by Vince Ready) on an expedited basis, for a final and binding resolution.

RULE 63

UNION-MANAGEMENT CONSULTATION

- 63.1** The Railway and the constituent members of the Council of Trade Unions recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of the collective agreement between the parties.

63.2 Objectives & Functions

The union-management consultation mechanism will provide a forum whereby representatives of the Railway and representatives of each of the constituent member unions of the Council will meet from time to time to discuss matters of concern to any of the parties.

Consultation is a process of seeking information, **pro**-viding advice and exchanging views on specific matters; it is a means of fostering each party's understanding of the other parties' problems and attitudes. The consulta-

tion process allows the parties the opportunity to develop meaningful dialogue, to bring forth their differing points of **view**, and, in a spirit **of** good faith, attempt to find solutions to concerns and problems raised by each other. The overall objective of union-management consultation is to provide an effective ongoing communication between union and management so **as** to develop a positive climate conducive to the discussion of problems, if not to their resolution.

Union-management consultation does not imply agreement on issues discussed nor does it in any way interfere with management's authority or obligation to manage or each union's legal rights under the Labour Relations Code of British Columbia or the applicable collective agreement.

63.3 Matters for Discussion

Since the purpose of the union-management consultation mechanism is to reduce tension and promote understanding between the parties, generally there shall be no limitation on the issues that may be raised in consultation, subject to the following:

- neither the content nor the intent of collective agreements may be subject to modification or amendment in the consultative process.
- the parties involved in the consultation process will not discuss matters which are subjects in the grievance procedure unless they are mutually agreed to do so.
- subjects will not be discussed in the consultation process if formal channels **of** communication are already established for discussion **of** such subjects.

63.4 Meetings

The Railway will meet separately in the consultation process with each of the seven constituent unions of the Council of Trade Unions. Meetings with each union will be held once every four months although more frequent meetings may be held if the parties are agreed that there are significant matters for discussion.

63.5 Participants In the Consultative Process

When the Railway meets with each of the unions, the total number of official union and Railway representatives will not exceed six, three each from the specific union and the Railway.

Other advisors, observers, visitors may attend the consultation meetings but only with the concurrence of both the union and the Railway; these persons will not be entitled to actively participate in the proceedings except with the agreement of both the union and the Railway.

Official union representatives who are active employees of the Railway will be protected against any loss of regular pay by virtue of their attendance at consultation meetings; they will also be reimbursed for reasonable, documented expenses incurred as a result of their attendance. These payments will not be made to advisors, observers or visitors.

63.6 Procedures

The Railway and each union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting, the parties may each submit matters for discussion. An agenda will be prepared and circulated at least 14 days in advance of each regular meeting; if there are papers, memoranda or

reports related to the item(s) on the agenda, they should be distributed at the same time as the agenda.

During the course of the meeting, a non-adversarial climate should be maintained; therefore, formal proceedings such as motions and votes will not be utilized.

Minutes will be distributed by the Railway to all participants following each consultation meeting. The minutes will show clearly what subjects were raised and by whom, the type of discussion that ensued, and any subsequent position(s) or decision(s) taken.

RULE 64

JOINT UNION/MANAGEMENT SAFETY ADVISORY COMMITTEE

INTRODUCTION

The Railway and the Council of Trade Unions recognize the importance of placing a high level emphasis on Occupational Health and Safety (OH&S) issues in the workplace. The Railway and the Council of Trade Unions also recognize the challenge of addressing the high cost in economic terms and more importantly in human suffering which results through a reactive approach to OH&S workplace matters.

With this in mind, the Railway and the Council of Trade Unions agreed to the establishment of a Joint Union/Management Safety Advisory Committee on OH&S to address safety throughout the BC Rail system. This document sets forth the terms of reference for that committee. The Railway and Council representatives recognize that terms of reference are necessary to guide the operation of the committee and the issues it may be required to review.

The challenge before this Committee is to ensure that the highest level of safety awareness is promoted throughout the Company.

THE COMMITTEE PARTICIPANTS

- The Committee will be comprised of one designate from each of the Constituent Unions **of** the Council of Trade Unions and Railway designates. The Committee will be chaired jointly with each party designating a co-chairman.
- The Council of Trade Unions shall designate an Advisor, from the unionized workforce, one additional employee who will attend all Joint Union/Management Safety Advisory Committee meetings on the same basis and with the same status **as** that of the Railway's Advisor **as** outlined below.
- The Railway's Advisor will attend all meetings with the committee **as** a non-voting member for the purposes **of** providing advice, guidance **as** well as acting **as** a research resource to the committee respecting issues discussed.
- The Railway will pay for the cost of the unions' representatives to attend at each of the three regularly scheduled meetings held each year. This cost will include lost wages (if appropriate), transportation expenses and other reasonable documented expenses in accordance with Railway policy. These payments will not be made to advisors, observers or visitors. The parties will meet their own costs for meetings in addition to the three regularly scheduled meetings referred to above.
- A quorum will consist of a total of eight members **or** alternates **as** may be assigned by the designate member(s) **of** the Committee.
- Voting will be accomplished through an equal number of votes between the Council and the Railway. **A** majority vote of the Committee will be required to progress issues to finalization. The provision under section "Process for Resolving issues before the Committee" will apply.

OBJECTIVES AND FUNCTIONS OF THE COMMITTEE

- **The** Committee is charged with addressing issues unresolved at the OH&S committee level and providing recommendations for their resolution and providing advice and guidance on issues referred to the Committee by OH&S Committees.
- Though a process involving meaningful dialogue and good faith, every attempt will be made to recommend practical solutions and implement these solutions through Committee involvement. The Advisory Committee will make recommendations respecting OH&S solutions to safety problems, good housekeeping and generally the issue of health and safety on the Railway.
- The committee will be charged with the responsibility of discussing general OH&S issues including but not limited to issues such as ergonomics, noise levels, first aid, training and education.

SPECIFIC RESPONSIBILITIES OF THE ADVISORY COMMITTEE

- To promote safety by providing advice and constructive feedback to the OH&S committees in an effort to create a positive "state of safety" throughout the workforce;
- To foster a positive climate for two-way communication by encouraging frank and free discussion in an effort to assist in the elimination of any existing safety problems;
- To act as a communication vehicle for disseminating information respecting issues discussed by the Advisory Committee;
- To ensure that joint OH&S Committees are established and functioning effectively on the Railway through the

discharge of their responsibilities and functions as outlined in applicable ministerial regulations;

- To ensure joint safety inspections are conducted on a regular basis through consultation with safety officers and local OH&S committees, and to review joint safety inspection reports completed after work site inspections have been carried out;
- To review issues which have been addressed at the local level but have been outstanding for an inordinate period of time; this will be accomplished by a review and discussion of comprehensive documentation provided to the Committee from the local OH&S committees;
- To inspect specific sites when there is appropriate justification for doing so as determined by the Advisory Committee consensus in compliance with the previous paragraph.

Note: These specific responsibilities will not detract from the normal line of communication between employees, local OH&S committees and their supervisors at specific work site locations. Rather, the Advisory Committee role is to enhance the effective functioning of local area safety committees through increased awareness and through the encouragement of timely attention to specific safety concerns.

PROCESS FOR RESOLVING ISSUES BEFORE THE COMMITTEE

- Local OH&S committees are charged with the responsibility of being proactive in addressing and resolving OH&S matters. The Advisory Committee will review issues which are unresolved and have been referred to this Committee through adherence to the following process:

- Unresolved issues brought forward to the Advisory Committee by local OH&S committees must be accompanied by comprehensive documentation by both parties after notice being given outline specifically:
 - the issues;
 - the efforts made to resolve the issue; and,
 - reasons why the issue remains outstanding
- The Advisory Committee will make a timely determination on the issues raised and will communicate the decision(s) back to the local OH&S for follow-up. The Advisory Committee will not address issues raised to this level in the absence of documentation which reflects reasonable efforts on behalf of the OH&S committees to resolve these issues.
- Action on the part of the Advisory Committee will be determined by a simple majority vote of the committee representatives. Where a simple majority cannot be reached within the Committee, the Committee co-chairmen will present a written brief within fourteen days complete with reasons supporting their respective positions to the executive committee on BC Rail. Briefs will be coordinated to the Executive Committee through the office of the Senior Vice-President, Human Resources and Strategic Planning. The Executive Committee will respond to the briefs presented without undue delay.
- In addition to the foregoing, when decisions of the Advisory Committee are not acted upon by line management within a reasonable period of time, the unresolved issues will be directed for action to the Senior Vice-president, Human Resources and Strategic Planning who will review the matter with the executive and the response will be issued without undue delay.
- Where after fourteen days an issue remains unresolved after the expiration of the process(s) noted above each party will submit a brief fully outlining the issue to the

Ministry responsible for Occupational Health and Safety regulations pertaining to BC Rail. Contained in each brief will be a request that the Ministry expeditiously review and report back to the parties outlining their views respecting the issue submitted.

MEETINGS AND MINUTES

Locations of meetings will be determined by the co-chairman. Either party can call a meeting with seven days notice.

Minutes will be kept and circulated to all Council Constituents following each meeting. The minutes will provide a brief summary of each party's position followed by the status of the issue. Minutes from the previous meeting will be reviewed at the commencement of the next scheduled meeting of the Committee for approval.

RULE 65

UNION EDUCATIONAL FUND

- 65.1** Effective January 1, 1994, the Railway will remit to the respective unions an amount of five cents (\$0.05) per employee hour worked, such amount to be deducted from the general wage increase. This amount will be allocated to the unions' educational leave or advancement funds.

RULE 66

AMENDMENTS TO THE COLLECTIVE AGREEMENT

- 66.1** Nothing in this Agreement prevents the addition, deletion ~~or~~ revision of any provision thereof during the term of the Agreement and the representatives of the Railway and of the employees shall meet within thirty **(30)** days at the request of either party ~~for~~ that purpose. If



mutual agreement cannot be reached on any addition, deletion or revision of any particular provision, consideration of the proposed change in the provision shall be deferred for the term of the Collective Agreement.

RULE 67
TERM OF AGREEMENT

- 67.1** This Agreement shall be in full force and effect from the first day of January, A.D. 1993 until the thirty-first day of December, A.D. 1995 and shall remain in full force and effect from year to year thereafter **PROVIDED** THAT either party may, not less than ninety (90) days and not more than one hundred twenty (120) days immediately preceding the thirty-first day of December, A.D. 1995 or immediately preceding any succeeding thirty-first day of December thereafter, by written notice to the other party:
- (a) require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new collective agreement.
 - (b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid; or
 - (c) terminate the Agreement on the next succeeding anniversary date thereof.
- 67.2** Except where an article indicates its effective date, all revisions from the previous agreement and all new **Rules** will become effective on the 23rd day of November, 1993.
- 67.3** Should either party give written notice to the other Party pursuant to 67.1 (a) hereof, this Agreement shall continue in full force and effect until the Council shall








give notice of strike, or the Railway shall give notice of lock out, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

**MEDIATOR'S RECOMMENDATIONS FOR
SETTLEMENT FOR THE PERIOD JANUARY 1, 1993
TO DECEMBER 31, 1995 INCLUSIVE**


It is understood between the parties that the recommendations for settlement dated April 22, 1993 provided by Mediator Jim Breckenridge form part of this current Collective Agreement, the term of which is noted above.

IN WITNESS WHEREOF duly authorized officers and/or representatives of the parties hereby affix their signatures to this Collective Agreement, this 19th day of January, 1994.




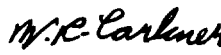
FOR THE COUNCIL OF
TRADE UNIONS ON BC RAIL:

 R.J. Callard	 R. Peterson
 R. Dhensaw	 R. Gatzka
 J. Ruddell	 C.S. Mulhall
 R. Hurren	

FOR THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA LOCAL NO. 170,
METAL TRADES DIVISION:


R.J. Callard

FOR BC RAIL:

 Eric Lush	 Bob Colquhoun
 David Cox	 Wayne Carkner

APPENDIX I

Dated: June 21, 1982

This has reference to discussions and agreement regarding the application of Rule 23.16 of the collective agreement on behalf of your Organization.

In the application of Rule 23.16 it is understood that an employee exercising seniority on the system must make his intentions known in sufficient time to allow the employee being displaced at least one full work day's notice.

It is further understood that the thirty (30) calendar day time limit provision in Rule 23.16 requires that **an** employee must have actually commenced working on a position to which seniority has been exercised within the thirty (30) calendar days.

Please indicate your concurrence to the above by signing in the space provided below.

SIGNED FOR THE RAILWAY: *T. Teichman*

SIGNED FOR THE UNION: *N.D. Farley on June 25, 1982*

APPENDIX 2

**LETTER OF UNDERSTANDING
BETWEEN
BC RAIL LTD.
AND
THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA LOCAL NO. 170, METAL TRADES
DIVISION**

The Parties agree that labourers who are transferred to other bargaining units will be allowed to return as per rule 20.15 of the collective agreement, with the following understanding:

If they are outside the bargaining unit for less **than** ninety (90) days, they can exercise their seniority to their original position, once they are released from their other bargaining unit.

Thereafter, they may exercise their seniority **as** per Local 170's collective agreement. Rule 20.15 may be applied **as** if they were employed under Local 170's collective agreement. This may only take place after they have been released from the other bargaining unit.

Dated: April 3, 1992

SIGNED FOR THE RAILWAY: *W.R. Carkner*

SIGNED FOR THE UNION: *R.J. Callard*

APPENDIX 3

**LETTER OF UNDERSTANDING
BETWEEN
BC RAIL LTD. AND
THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA LOCAL NO. 170, METAL TRADES
DIVISION**

This Letter of Understanding is to cover the agreement dealing with Locotrol.

- The Parties agree to hire and/or maintain one qualified Electronic Technician for the Prince George Electronic Shop (Locotrol Shop) and have the position classed as an Electrician under Rule 55 of the Collective Agreement, but with special skills.
- The Parties agree that no electrical positions presently filled by electricians in the Prince George Electronic Shop will be eliminated, as a result of this understanding.
- The Parties agree to train and promote any Electrician, in accordance with Rules 20.11.4 and 20.12, to this position who can display the desire and aptitude to learn these special skills. The desire and aptitude will be determined by work experience, previous electronics training, personal initiative and the passing of a basic electronics examination agreed to by the Parties.
- In addition to the training for all electricians on the basic electronics, the present electricians and any future electricians entering the Locotrol shop on a permanent bid, will be put on a training program in accordance with J.S. Biln's Letter dated March 12, 1992, which will include hands on training in the Locotrol shop. This will allow

them to reach the required level of proficiency required in the Locotrol as spelled out in three (3) above.

Dated: March 27, 1992

SIGNED FOR THE RAILWAY: *W.R. Carkner*

SIGNED FOR THE UNION: *R.J. Callard*