

# COLLECTIVE AGREEMENT NO. 52.1

SOURCE	Union		
EFF.	89	01	01
TERM.	91	12	31
No. OF EMPLOYEES	2400		
NOMBRE D'EMPLOYÉS	D. L.		

between

Canadian Pacific Limited

and the

**BROTHERHOOD RAILWAY  
CARMEN OF CANADA**

governing

**Rates of Pay  
and Rules of Service**

For Carmen, Helpers, and Apprentices  
in the Locomotive and Car Departments

Revised and updated to include amendments up to  
and including the Master Agreement of May 26, 1989

UNION CHANGE LAW.

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# Working Rules

Agreement between the following Railways:

CP Rail,  
Dominion Atlantic Railway,  
Quebec Central Railway,  
Esquimalt and Nanaimo Railway,

and the

Brotherhood Railway  
Carmen of Canada

in respect to rates of pay, work hours and conditions of service, for Carmen, Helpers and Apprentices in the Locomotive and Car Departments of the several Railways specified.

**Revised as of January 1, 1989.**

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**RULE 1**  
**HOURS OF WORK AND MEAL PERIOD**

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1.1 Except as otherwise provided herein eight (8) hours shall constitute a day's work. All employees coming under the provisions of this schedule, except as provided for in Rule 9, shall be paid on the hourly basis.

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**Work Hours for Main Shops**

1.2 Where one shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m., unless otherwise mutually agreed, working eight (8) consecutive hours, with an allowance of a 20 minute paid meal period within the limits of the fifth hour.

1.3 Where two shifts are employed the starting time of the shift other than the day shift shall be 4:00 p.m. of 12:00 midnight, working eight (8) consecutive hours, five (5) nights per week with an allowance of twenty (20) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

1.4 Where three (3) shifts are employed, for those employees working on three 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 twenty (20) minutes for lunch within the limits of the fifth hour.

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

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

- (ii) Day shifts shall be recognized as the second shift.
- (iii) Afternoon shifts shall be recognized as the third shift.

1.6 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

**Work Hours for Running Work**

1.7 Where three eight (8) 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.

1.8 At running points, shifts shall be designated within a twentyfour hour period as follows:

- (i) Midnight shifts shall be recognized as the first shift;
- (ii) Day shifts shall be recognized as the second shift;
- (iii) Afternoon shifts shall be recognized as the third shift. (See Appendix I)

1.9 Where one or two shifts per twenty-four (24) hours are worked: Day work - 8 hours between 7 a.m. and 5 p.m. Night work - 8 hours between 7 p.m. and 7 a.m.

1.10 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.

1.11 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four hours' notice,

1.12 Where one, two or three shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. By agreement between the

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representatives of the Railway and the recognized representatives of the employees, it may be arranged to extend the meal period to thirty (30) minutes or one (1) hour for the employees on the day shift, the period in addition to twenty (20) minutes to be without pay.

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

1.14 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 General Chairman and the proper officer of the Railway, be arranged to meet these local conditions.

## **RULE 2 OVERTIME**

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2.1 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.

2.2 Double time (except as provided in Rule 6 for wrecking service) shall **apply** after an employee has actually performed ~~16 hours' service~~ in any ~~24-hour~~ <sup>270</sup> period computed ~~from the time~~ the employee actually commenced work. In emergency ~~service~~ (Rule 6) and road work (Rule 8) straight-time rates will again become effective at the starting time of the employed's regular shift

2.3 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 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).

2.4 There shall be no overtime on **overtime**; neither shall overtime hours paid for other than hours not in *excess* of eight 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, dead heading, 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.

2.5 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.

**Work on Assigned Rest Days**

2.6 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.

2.7 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.

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

**RULE 3**  
**ASSIGNMENT OF REST DAYS**

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3.1 Except as may be provided in Rules 9, and 52.10 to 52.16 inclusive, employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive as far as 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 Company'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 3.3 the General Chairman 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, to 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 live **(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 General Chairman.

(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 men may **be** given nonconsecutive **rest** days.

(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 live **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 day at overtime rates and thus withhold work from additional relief employees.

**RULE 4**  
**RELIEF ASSIGNMENTS**

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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 General Chairman 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**  
**OVERTIME AND CALLS**

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**5.1** 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~~.

**5.2** Employees shall not be required to work more than two (2) hours ~~without~~ being ~~permitted~~ to go to meals. Time ~~taken~~ for meals will not terminate the continuous service period and will be paid for up to ~~twenty~~ (20) minutes at time ~~and one-half~~.

**5.3** Employees called or required to ~~report~~ for work and ~~reporting~~ but not used will be paid a minimum of three (3) hours pay at the prevailing overtime rate. *480,*

**5.4** Employees called or required to ~~report for work and~~ reponing will be ~~allowed~~ a minimum of three (3) hours at the prevailing overtime rate for three (3) hours work or ~~less~~, 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 force~~ in time to avoid delays in train movement.

**5.5** Carmen and their helpers, ~~including~~ coach cleaners, required to ~~attend~~ ~~schedule~~ passenger trains or sections thereof, for inspecting, icing, watering, cleaning, and ~~putting~~ on supplies, outside of regularly assigned working hours will be ~~allowed~~ a minimum of two hours at straight time rates.

**5.6** 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

5.7 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.

5.8 Should an employee continue ~~to~~ work for more than one (1) hour without going to 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 continue work ~~without~~ being ~~allowed~~ to go for a meal.

5.9 Employees called or ~~notified~~ to ~~return~~ for work in other than their regular assigned hours will, on responding to calls, be advised ~~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.

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

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

#### Work ~~on~~ Saturdays and Sundays

5.12 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.

### **Working During Meal Period**

**5.13** Employees required to work during meal period shall receive pay at the rate of time and one-half on the minute basis, but will be relieved the necessary time (without pay) to procure meal.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

### **Equalizing Overtime**

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

**5.15** At points where sufficient number of employees are employed, employees shall not (except as provided for in Rule 5.12) work two (2) consecutive rest days (holidays to be considered as rest days).

**5.16** Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally.

### **Changing Shift**

**5.17** Employees changing from one shift to another and commencing work within 24 hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work alternately on stated shifts, to employees changing positions under the exercise of their seniority rights, nor to employees in regular relief service.

**RULE 6**  
**EMERGENCY CALLS AND WRECKING SERVICE**  
(See Appendix II)

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6.1 Employees 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 home station until his return for all time worked, in accordance with the practice at home station, and all time waiting or travelling shall be paid for at straight time rates for straight time hours and time and one-half for overtime hours.

6.2 In no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the railway, actual necessary expenses will be allowed.

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

6.4 If required to leave home station, during overtime hours, they will be allowed one hour preparatory time at time and one-half.

6.5 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.

**6.6** Employees engaged in wrecking service shall be paid under this Rule 6, **except** that all time working, waiting or travelling 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 travelling on week days alter the recognized straight **lime** hours at home station shall also be paid for at the rate of time and one-half. Time working, waiting or travelling on a holiday which is **on** a regular work day shall be paid for under Rule 46. Their pay shall be continuous including meal period during **the first twenty-four (24) hours**.

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

**6.8** Wrecking service will commence at time called.

**6.9** This Rule 6 **also** applies to Carmen and other employees represented by the organization sent out on the road for other emergency work, except as to Carmen regularly assigned for road repair work as per Rule 8.

**6.10** Effective **June 1, 1989**, employees who are called for emergency or wrecking service and who, upon **reporting** for duty, are not **sent** out of terminal will be **paid a minimum of four (4) hours at straight-time rate**. **The** minimum of three (3) hours at overtime rates for a call as provided in **Rule 5** does not apply to emergency or wrecking service under this Rule 6.

## **RULE 7 TEMPORARY TRANSFERS**

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7.1 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 time ordered to leave home station to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and for all other time, whether waiting or travelling. 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.

7.2 While at such outlying point they 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.

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

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

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

**RULE 8  
ROAD WORK**

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8.1 Employees regularly assigned to roadcar repair work whose tour of duty is regular and who leave and return to *home station* daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting or travelling, exclusive of the meal period as follows.

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

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

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

8.5 Exception: Where the schedule of trains interferes with the starting time an agreement may be entered into by the Superintendent of the Department affected and the General Chairman.

8.6 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 Rule 2.1 and 2.2 and 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 point where work is performed, employees will ~~be paid~~ according to ~~Rule 6~~ until they reach lodging, home station or boarding car.

~~8.7~~ Roadcar repair employees sent out on the road will receive pay at straight time rates for ~~waiting~~ and travelling from time called until they reach the ~~first point~~ at which they have to work and will be compensated for any ~~additional~~ expenses ~~they necessarily~~ incur.

~~8.8~~ Employees sent out on road repair ~~work~~ under this Rule ~~8~~ on regularly assigned rest ~~days~~ shall be paid time and one-half for ~~working~~, waiting and travelling with a minimum of eight (~~8~~) hours at time and one-half.

~~8.9~~ Employees sent out on a holiday which is the employee's regular rest day shall ~~be governed by~~ Rule ~~46.2~~.

~~8.10~~ Employees ~~sent~~ out on a ~~holiday~~ which is the employees' regular ~~work~~ day shall be paid in accordance with Rule ~~46~~ with a minimum allowance of eight (~~8~~) hours at the appropriate rate.



**RULE 9**  
**ROAD WORK EMPLOYEES PAID 181.3 HOURS PER**  
**FOUR-WEEK PERIOD**

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**9.1** Employees regularly assigned to perform road work and paid on the basis of 181.3 hours per four-week period shall not be paid less than the minimum hourly rate established for the corresponding class of employee coming under the provisions of this Collective Agreement. The salary for the 181.3-hour, four-week period is arrived at by multiplying the hourly rate by 160 straight time hours and 21.3 hours at time and one-half. If required to work in excess of 181.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these 160 overtime hours worked exceed 63.9 (comprised of 21.3 hours x 3 four-week periods) such additional hours worked in excess of 63.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

**Note:** Should an employee take a position paid on the basis of this Rule 9.1, and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

9.2 Such employees shall be assigned one regular rest day per week. Sunday if possible, and service on such assigned rest day shall be governed by Rules 2.6, 2.7, 2.8 and 5.

9.3 Such employees shall be compensated for the general holidays specified in Rule 46.2 in accordance with the provisions of Rules 46.12 to 46.14 inclusive.

9.4 The regularly assigned road employees under the provisions of this Rule 9 may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

9.5 Where meals and lodging are not furnished by the Railway, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

9.6 If it is found that this Rule 9 does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries for these positions may be taken up for adjustment.

**RULE 10**  
**HOURLY RATED EMPLOYEES AWAY FROM HOME**  
**STATION OVER 30 DAYS**

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10.1 Hourly rated employees covered by Rules 7 and 8 assigned to perform road work away from their home station for an extended period, over thirty (30) days, will be allowed the reasonable opportunity to visit their home without loss of compensation, not to exceed eight (8) hours per month.

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RULE 11  
TEMPORARILY REPLACING OTHER EMPLOYEES

11.1 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 required to fill, temporarily, ~~the~~ place of another employee receiving a lower **rate**, his rate will not ~~be~~ changed.

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**RULE 12**  
**WORKING MASTER MECHANICS AND FOREMEN**

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

**RULE 13**  
**PROMOTION TO POSITION OF FOREMAN**

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13.1 Carmen in the service, if qualified, will be given preference for promotion to position as Foreman when vacancies occur.

**RULE 14**  
**PROMOTION TO POSITION OF LEADING HAND**

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**14.1** When vacancies occur in positions, such as a leading hand supervising the work of a gang - employees from the craft will be promoted and the Committee shall be consulted before any appointment is made.

**14.2 Duties and Responsibilities of Leading Hands**

A carman, having 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.

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.

**RULE 15**  
**LEAVE OF ABSENCE**

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**15.1** When the requirements of the service will permit, employees will *be* granted leave of ~~absence~~, not to exceed ~~90~~ days, with the privilege of ~~renewal~~ by consent of the ~~Management~~ and Committee.

**15.2** Any employee engaging in other employment whilst on ~~leave~~, except with consent of Management and Committee, shall be considered out of ~~the service~~.

**15.3** ~~The~~ arbitrary ~~refusal~~ of a reasonable amount of leave 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.



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**RULE 16**  
**ABSENCE FROM WORK**

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16.1 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 lima **so he can arrange for relief**, and in **all cases** employees **will make arrangements with the** foreman to lay off.

**RULE 17**  
**FAITHFUL SERVICE**

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

**RULE 18**  
**ATTENDING COURT**

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18.1 When attending Court as witnesses for the Railway, or a Coroner's Inquest in which the Railway is involved, employees will receive pay for all time lost at home station, with a minimum of 8 hours' time each week day and 8 hours at time and one-half for assigned rest days, whether at home station, away from home or travelling. On holidays specified in Rule 46 employees shall be paid a minimum of eight hours at the appropriate rate Time and one-half will be paid for travelling during overtime hours, where employees are unable to secure sleeping car accommodation. Actual expenses will be allowed when away from home station and necessary expenses will be allowed when at home When necessary the Company will furnish transportation, and will be entitled to Certificate for witness fees in all cases.

**RULE 19**  
**PAY PROCEDURES**

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

**19.2** 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.

**19.3** When an employee is short paid more than a half day's pay, a voucher will be issued within three working days of an employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturdays Sundays and holidays.

**19.4** Employees leaving the service of the Company will be furnished with a time voucher covering all time due within 24 hours at points where discharge checks are issued, and within 48 hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays Sundays and holidays.

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

**19.6** All overtime earned shall be shown as a separate item on the pay cheques of employees.

**RULE 20**  
**SHOP CLOSE DOWN**

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20.1 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 21**  
**DEDUCTION OF UNION DUES**

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**21.1** 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 Organization, subject to the conditions and exceptions set forth hereunder:

**21.2** The amount to be deducted shall be equivalent to the uniform regular dues payment of the Brotherhood Railway Carmen of Canada, covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Collective Agreement excepting to conform with a change in the amount of regular dues of the Organization in accordance with its constitutional provisions. The provisions of this Rule 21 shall be applicable to the Organization on receipt by the Railway of notice in writing from the Organization of the amount of the regular monthly dues.

**21.3** Employees filling positions of a supervisory or confidential nature not subject to all the Rules of the applicable Agreement, as may be mutually agreed between the designated officers of the Railway and of the Organization shall be excepted from dues deduction.

**21.4** Membership in the Organization shall be available to any employee eligible under the constitution of the Organization on payment of the initiation or re-instatement

fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

**21.5** Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

**21.6** 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.

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

**21.8** Only payroll deductions now and 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.

**21.9** 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 Organization as may be mutually agreed by the Railway and the Organization, not later than forty calendar days following the pay period in which the deductions are made.

**21.10** The Railway shall not be responsible financially or otherwise, either to the Organization 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 Organization, 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 Organization.

**21.11** The question of what, if any, compensation shall be paid the Railway by the Organization in recognition of services performed under this Rule 21 shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

**21.12** 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 Railways pursuant to Rule 21.1 of this Agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the



**21.12 Cont'd.**

Organization counsel fees are incurred these shall be borne by ~~the~~ Organization. Save as aforesaid, the Organization shall indemnify and save harmless the Railways from any **losses**, damages, costs, liability or expenses suffered or sustained by them **as** a result of **any** such deduction or deductions from payrolls.

**RULE 22  
EMPLOYEES REQUIRED TO WORK WHEN SHOP  
CLOSED DOWN DUE TO BREAKDOWN IN  
MACHINERY ETC.**

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**22.1** Employees required to work when shops are closed down due to breakdown in machinery, floods, tires, and the like, will receive straight time for regular hours, and overtime for overtime hours

**RULE 23**  
**SENIORITY**

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23.1 A new employee shall not be regarded as permanently employed until he has completed ~~65 working~~ <sup>8-2065</sup> days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company 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.

23.2 Basic seniority territory shall be as defined hereunder:

- CP Rail ~ Divisional Superintendent's Territory (See Note 1)
- Dominion Atlantic Railway ~ System
- Quebec Central Railway ~ System
- Esquimalt and Nanaimo Railway ~ System

**Note 1:** The Basic Seniority Territory for employees employed on the London Division is as described in the Memorandum of Agreement, dated February 25, 1987, attached as Appendix XVI.

23.3 (a) Seniority of employees covered by this Agreement shall, except as otherwise provided herein and in the craft special rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

Carmen (and other tradesmen represented by Carmen's Organization)

Carmen Helpers  
Coach Cleaners

Except as may be otherwise mutually agreed between the individual crafts and the Railway, the Main Shops will be regarded under this Rule 23.3 as separate seniority terminals for the purpose of seniority.

Note: The following shall be considered as main shops:

Angus  
Ogden  
Weston

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

(b) Establishment of seniority when two employees enter a classification with the same permanent seniority date will be as follows:

1. Date of entry in the classification within the Company.
2. Previous service within the Craft, within the Company,
3. Previous service under Collective Agreement No. 52.1 within the Company.
4. Previous company service.
5. Date on which application for employment was made.
6. If (5) is the same (occurs on the same date), the employees' names shall be placed on the seniority list as mutually agreed by the proper officer of the Company and the General Chairman.

23.4 Seniority lists shall be updated and posted at the headquarters locations of all employees concerned, on or before March 31, June 30, September 30 and December 31 of each year. A copy of said list shall also be furnished to the union representatives of the employees.

23.5 Seniority lists shall be open for correction for a period of sixty calendar days on presentation in writing of proof of error by the employee or his representative to the employee's immediate supervisor. Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

23.6 For employees on layoff, leave of absence, annual vacation, or absence because of illness or injury at the time of posting, the 60 calendar day period shall begin on the date of return to service.

23.7 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 is located who has jurisdiction over such outside points. If not working under the jurisdiction of an immediate supervisor they shall retain Seniority at the seniority terminal from which sent.

23.8 An employee temporarily set up as carman shall retain and continue to accumulate seniority on the helper's seniority list from which set up while working in the capacity of carman. Such a helper will not be recognized as holding any seniority as carman. A helper governed by this Rule 23.8 shall not be promoted to the permanent carmen's seniority list except as may be provided for in the craft special rules.

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

(b) A newly hired carman who fails to pass the qualifying tests (within a maximum of 65 cumulative working days) will be released from the service, or if the exigencies of the service so require such carman will be retained in the service up to 130 working days from date of last entry into service. If necessary, this 130-workingday period may be extended by mutual agreement between the proper officer of the Company and the General Chairman.

(c) "Fully Qualified Carman" shall mean a carman who has successfully completed the railway apprenticeship training program or a carman 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 carman who has not served a railway apprenticeship program in his craft has become a fully qualified carman as specified above.

23.10 (a) (i) An employee promoted to the classification of trainee carman, and who, under Craft Special Rules is engaging in a training procedure toward ultimate establishment on the permanent seniority roster of the craft 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 carman in accordance with the definition of a "fully qualified carman" as contained in Rule 23.9(c) he shall, subject to **Rule 23.10(b)** 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 carman with a view to becoming fully qualified. No employee who is not fully qualified shall be established on the permanent carmen's seniority list.

(ii) When necessary the Company **will** institute training programs after due consultation with appropriate officers **of** the craft.

The consent **of** the General Chairman to such training programs shall not be unreasonably withheld.

Employees shall not be promoted or hired to a trainee carman position in a craft prior to agreement being reached, **by** the parties concerned, for the implementation of a training program.

(b) Except as otherwise provided in the Craft 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 carman **if** necessary to meet operational requirements in accordance with **Rule 23.8**.

(c) Positions requiring considerable skills, **shall**, to the extent possible, be filled **by** fully qualified carmen. 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 the craft.

23.11.1 Effective June 1, 1989, except as provided in Rule 23.11.2 below, when vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification in the craft for an expected period of 90 calendar days or more such vacancies or new jobs shall be bulletined for a period of not less than 7 calendar day; to employees in the classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 23.29, the local committee to be consulted. (See Appendices III and IV)

23.11.2 Notwithstanding the foregoing, bulletins within the Main Shops - i.e. Angus Weston and Ogden, shall be posted for four (4) calendar days. Such bulletins will be posted on the Monday of any given week and awarded in the manner provided in Rule 23.11.1 above, on the following Friday of the same week. If there is a statutory holiday during the four day period, the period will be adjusted accordingly - i.e. statutory holiday on Monday, bulletined on Tuesday, awarded on the following Monday.

23.11.3 Within a Main Shop, successful applicants will be permitted to move within fifteen (15) calendar days of the close of the bulletin. This period may be extended to 30 days by mutual agreement with the General Chairman.

23.12 When vacancies occur or new jobs are created or additional staff is required in a classification, in the craft for an expected period of less than 90 calendar days, such vacancies or new positions may be claimed by the senior qualified employees from the respective point within the home seniority terminal desiring same: the local committee to be consulted in each case



Employees assigned to fill positions under this Rule 23.12 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 Clause, annual vacation relief, leave of absence, sickness, injury, etc., shall ~~be~~ positions coming under the scope of this Rule 23.12.  
(See Appendix IV)

**23.13** If a vacancy or ~~new~~ position of expected duration of 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 7 calendar days, firstly, to the employees holding seniority in the classification in the craft on the basic seniority territory and, ~~secondly~~, to such employees on the Region. Subject to qualifications, seniority will govern.

A running point employee who ~~bids~~ on a position at a Main Shop in accordance with this Rule 23.13 and is delayed in transferring to the Main Shop for a period of thirty days or ~~more~~ shall, on transferring to the Main Shop, be entitled to exercise his seniority on any position bulletined within the Main Shop during such delay.

Employees who transfer under this Rule 23.13 shall, ~~after~~ 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 23.13 without forfeiting ~~his~~ seniority at his home seniority terminal. ~~The~~ General Chairman shall receive a copy of ~~all~~ such bulletins.

For the purpose of this Rule ~~23.13~~ 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 General Chairman to meet the requirements of the Railway service. (See Appendices III, IV, V, VII)

~~23.14~~ 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. <sup>27E</sup>

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 Special Rules.

For the purpose of this Rule ~~23.14~~ the designated work area shall be as defined in bulletining positions in accordance with Rule ~~23.11~~.

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 hours. The affected employee shall make his intentions known within forty-eight hours of notification and subsequent displacement shall be made without undue delay. The Local Committee shall be consulted.

~~23.15~~ When it becomes necessary to layoff employees <sup>27</sup> for any reason, the force shall be reduced in reverse seniority order as per Rule ~~23.3~~ unless otherwise provided in the Craft Special Rules.

~~23.16~~ When it becomes necessary to make a reduction in staff at any seniority terminal, at least 4 working days' notice shall be given the employees affected before reduction is made, and lists shall be furnished to the Local Committee and General Chairman. <sup>28-DC</sup>

This does not apply in laying off employees who have been temporarily employed for a duration of **less** than 65 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 4 days' advance notice, a shorter notice may be given under this **Rule 23.16**. In reducing forces, the ratio of apprentices shall be maintained. (See Appendix til)

**23.17** When layoffs occur, an employee laid off from his respective classification at his seniority terminal, may, within **30** calendar days, displace the junior employee in his respective classification on his basic seniority territory carrying his seniority in that classification with him, **except** as may be provided in the Craft Special Rules. An employee who declines to displace the junior employee in his respective classification on his basic seniority territory under this **Rule 23.17**, shall be laid off subject to recall to his home seniority terminal.

**23.18** After an employee has complied with **Rule 23.17**, and has not taken laid-off status, he may, within 30 calendar days as mentioned in **Rule 23.17** displace the junior employee in his respective classification on his Region, carrying his seniority in that classification with him, or accept layoff with recall rights, **except** as may be provided in the Craft Special Rules.

**23.19** An employee who transfers in accordance with **Rules 23.17** and **23.18** shall hold seniority rights at only two seniority terminals on his basic seniority territory or Region, that is, at his home seniority terminal and at the seniority terminal to which he last transferred, **except** as provided in **Rule 23.20**.

**23.20** A laid-off employee who displaces another employee on his basic seniority territory or Region, shall retain his seniority rights at his home seniority terminal in accordance with Rules 23.17 and 23.18 and shall be subject to recall to his home seniority terminal in seniority order for vacancies of expected duration of 90 calendar days or more. An employee who declines to accept such recall within 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 recall to his home seniority terminal within 7 calendar days will return thereto within 15 calendar days from the date of his acceptance.

**23.21** Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the periods prescribed in Rules 23.17, 23.18 and 23.20, shall begin on the date of his return to service.

**27 PM**  
**23.22** 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.

**23.23** It shall be incumbent upon the employee on layoff, and the employee who has displaced on his basic seniority territory or Region in accordance with Rules 23.17 and 23.18, to register his current address with the appropriate officer at his home seniority terminal.

**23.24** A laid-off employee who has not displaced in accordance with Rules 23.17 and 23.18 shall retain his seniority rights in his respective classification at his home seniority terminal and shall be subject to recall to his home seniority terminal in seniority order. An employee shall, at the end of 7 calendar days, unless

satisfactory reason is given therefor, forfeit his seniority rights in the classification to which recalled at his home seniority terminal if he declines to accept recall to vacancies of an expected duration of 90 calendar days or more.

**23.25** When through an unusual development it becomes necessary to transfer work from a seniority terminal, Division or Region, to another seniority terminal, Division or Region, 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 proper officer of the Railway and the General Chairman shall co-operate to determine the number of employees who shall transfer. Employees who transfer, under this Rule 23.25, shall after 90 calendar days lose their seniority at the seniority terminal they left.

**23.26** 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 proper officer of the Railway and the General Chairman, transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after 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.

**23.27.1** An employee who on June 25, 1989, is filling an official or any position with the Railway which is excepted from any provision of this or any other Collective Agreement, will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed. The General Chairman shall be advised.

**23.27.2** An employee who subsequent to June 25, 1989, is promoted for a period of **one** continuous year to an official or any position with the railway which is excepted from any provision of this or any other Collective Agreement will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority on that seniority list. Following this one-year period, the employee shall no longer accumulate seniority but shall retain the seniority rights accumulated to that date. The one-year period may be extended by mutual agreement. The General Chairman shall be advised.

**23.27.3** If released from such official or excepted position, the employee must within 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 General Chairman shall be advised.

**23.27.4** An employee temporarily promoted to an official or excepted position will, within 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 Company shall advise the respective local representative of the crafts concerned of such promotions, including the expected duration thereof. (See Appendix XVII)

**23.28** For employees on leave of absence, annual vacation or absence because of illness or injury, the time limits specified in this Rule 23 shall begin on the date of the employees' return to service.

**23.29** An employee claiming a position in the exercise of seniority, who in the judgment of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 30 calendar days or less, shall not be denied such position by Management without prior consultation with the local representative

An employee exercising seniority, who, in the judgment of the Company can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the General Chairman and the proper officer of the Company, such period may be extended up to 90 calendar days, in order to demonstrate his ability to perform the work required.

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 proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his former position. This will not necessitate additional bulletins.

**23.30** An employee with more than 65 working days cumulative service shall not be discharged without being given a proper investigation.

**23.31** The present seniority territories shall not be changed except by mutual agreement between the Railway and the System General Chairman.

**RULE 24**  
**ASSIGNMENT OF WORK**

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**24.1** Carmen or apprentices regularly employed as such shall do Carmens' work as per special rules of the craft



**RULE 25**  
**LABOURERS PERFORMING HELPERS WORK**

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**25.1** Labourers or similar classes of workers should not **be** permitted to **do** Helpers' work as outlined in craft rules if regular **Helpers** are available, **but if so used one** hour or more, or **more** than once on a shift, they shall be paid at **Helpers** rate for **all time worked** in the Helpers classification. with a minimum of **one** hour's pay.

**RULE 26**  
**ELECTRIC AND OXYACETYLENE WELDERS**

26.1 Employees engaged on 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 Metal Trades Craft to perform all the work to be done by these processes.

**RULE 27**  
**TEMPORARY FOREMAN**

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**27.1** Should an ~~employee~~ undertake temporarily to fill the place of a Foreman ~~he~~ will be paid the rate and ~~work~~ under the conditions applying to the position.

**RULE 28**  
**INVESTIGATIONS AND GRIEVANCE PROCEDURE**

Investigation Procedure

**28.1** Except as otherwise provided herein, no employee shall be disciplined or discharged until he has had a fair and impartial investigation and his responsibility established. An employee may be held out of service pending investigation up to live working days, which can be extended by agreement with the General Chairman.

**28.2** Except as otherwise provided in this Rule, when an investigation is to be held, the employee will be given at least one day's notice of the investigation and will be notified of the time, place and subject matter of such investigation. This shall not be construed to mean that the proper officer of the Company, who may be on the ground when the cause for such investigation occurs, shall be prevented from holding an immediate investigation.

When employees are required to make statements on matters affecting the Agreement, Company working rules or compensation, a duly authorized representative of the employee shall be present except that when employees are required to make statements on matters not affecting the Agreement, Company working rules, or compensation, the employee may have a fellow employee or an accredited representative of the Union present.

Copies of statements, stenographic reports and all other evidence taken shall, if requested, be furnished to the employee and, if present, to his authorized representative.

**28.3** An employee will not be held out of service unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible but not later than 28 calendar days from the date the report of

the investigation is referred to the officers designated in Step II of the grievance procedure unless otherwise mutually agreed.

**28.4** When discipline is recorded against an employee he will be advised in writing and will acknowledge receipt. In the event a decision is considered unjust, appeal may be made in accordance with the grievance procedure starting by an appeal to the officer who issued the discipline. Where suspension or dismissal is involved, the appeal may commence at Step II of the grievance procedure.

**28.5** If it is found that an employee has been unjustly suspended or discharged such employee shall be reinstated with full pay for all time lost. In the event of an employee being otherwise employed pending settlement of his case by reinstatement any pay earned will be credited against time lost.

#### **Grievance Procedure**

**28.6** Should an employee subject to this Agreement believe he has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, he shall present his alleged grievance to his immediate supervisor for adjustment. If not so adjusted, and he wishes to have the matter progressed, he shall present it in writing to the authorized Local Union Representative(s) within 20 calendar days from the date of the alleged grievance, outlining all pertinent details and the date of the alleged grievance.

**28.7** The authorized Local Union Representative(s) may within 35 calendar days from the date of the alleged grievance progress the grievance in writing to either the

Supervisor, Foreman or General Foreman, or Assistant Works Manager, outlining all pertinent details and the date of the grievance.

**28.8** A written decision will be rendered within 28 calendar days from date of receipt of the grievance and a copy will be furnished to the employee and the authorized Local Union Representative

**28.9** A decision at each step of the grievance procedure shall be rendered in writing within 28 calendar days of receipt of appeal.

**28.10** Upon request from either party reasonable effort will be made to have meetings held within the allotted times.

**28.11** A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based only on a time claim, a decision is not rendered by the designated officer of the Company at Steps I or II within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.

**28.12** The time limits specified in Steps I and II may be extended by mutual agreement between the parties referred to in each such step.

**28.13** All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee members.

**28.14** The Company will not discriminate against any employees who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence when delegated to represent other employees

**28.15** If an authorized Union Representative should consider that a provision of this Agreement has been violated, he may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 28.

**Step 1 -**

Within 28 calendar days following receipt of the decision under Rule 28.8, the authorized Local Union Representative or General Chairman may appeal the decision in writing to the designated Railway officers on the respective Railway as follows:

**CP Rail:**

Line Points:

Authorized Local Union representative(s) and/or General Chairman to Divisional Superintendent - or such Divisional officer as he may designate.

**St. Luc Diesel Shop, Toronto Yard Diesel Shop:**

Authorized Local Union Representative(s) and/or General Chairman to Diesel Shop Manager.

**Weston, Ogdon and Angus Shops:**

Local Chairman and/or General Chairman to Works Manager.

Dominion Atlantic Railway:

General Chairman to Superintendent, St. John  
Division

**Quebec Central** Railway:

General Chairman to Superintendent, Quebec  
Division

step II -

Within ~~twenty-eight~~ calendar days following receipt of the decision under Step I, the System General Chairman or the General Chairman may appeal the decision in writing to the designated Railway officer as follows:

**CP Rail:**

**Line Points:** St. Luc Diesel Shop, Toronto Yard

Diesel Shop:

~~System~~ General Chairman or General Chairman to  
General Manager or such Regional officer **as he**  
may designate.

**Weston, Ogden and Angus** Shops:

~~System~~ General Chairman or General Chairman to  
Chief Mechanical Officer.

Dominion Atlantic Railway:

General Chairman to General Manager, Intermodal  
Freight Systems; CP Rail.

**Quebec Central Railway:**

General Chairman to ~~General~~ Manager, Intermodal  
Freight Systems: CP Rail.

**Note:** Each party will notify the other of any  
changes in designated officers.



**RULE 29**  
**FINAL DISPOSITION OF GRIEVANCES**  
(See Appendix VII)

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29.1 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal ~~by~~ an employee that he has been unjustly disciplined or discharged, and which is not settled through the grievance procedure may ~~be referred by either the~~ Railway or the Union herein defined as the parties to a single arbitrator for final and binding settlement without stoppage of work.

29.2 The party requesting arbitration must so notify the other party in writing within sixty calendar days following the date the decision ~~was~~ rendered at the last step of the grievance procedure

29.3 Within forty-five calendar days of date of receipt of a request for arbitration the parties shall endeavour to agree on the name of the arbitrator. If agreement is not then reached, the party requesting arbitration may then request the Minister of Labour to appoint an arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made no later than fourteen calendar days following the 45-day period referred to in this paragraph.

29.4 A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such joint Statement of Issue, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.

**29.5** The hearing shall be held **by** the Arbitrator **an** the **office** of the Railway unless otherwise mutually arranged, or unless the Arbitrator deems it advisable because of special circumstances to **hold** the hearings elsewhere.

**29.6** At the hearing before the Arbitrator, argument **may** be given orally and/or in writing, and each party may call such witnesses **as** it **deems** necessary

**29.7** Disputes arising out of proposed changes in rates of pay, work hours and conditions of **service**, modifications or additions to this Collective Agreement, are specifically excluded **from** the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify rescind or disregard any provision of this Collective Agreement.

His decision shall **be** rendered, in writing, together **with** his written reasons therefor, to **the** parties concerned within **30** calendar days following the conclusion of **the** hearing unless this time is extended with the concurrence of the parties to the dispute.

**29.8** Each party shall respectively bear any expenses each has incurred in the **presentation** of the case to the Arbitrator but any general **or** common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.

**29.9** The time limits **as** provided in this Rule 29, **may** **be** extended **by** mutual agreement **between** the parties.

**29.10** Prior to adjudication or **final** disposition of grievances by **the** highest designated authorities as herein provided, and while questions of **grievances** are pending there will be neither a shut down **by** the employer nor a suspension of work by the employees.

**RULE 30  
JURY DUTY**

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638-1

30.1 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 maximum of one 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 Company with a statement from the **court** of 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.

(d) Notwithstanding the provisions contained in the last sentence of paragraph (c) **above** an employee's annual vacation will, if **the employee so** requests, **be rescheduled** if it falls during a period of jury duty.

**RULE 31**  
**APPRENTICES**

256-1

31.1 Effective June 1, 1989, applicants must be able to speak, read and write the English language (or French in the Province of Quebec). They must be able to successfully pass Company entrance examinations, including a mechanical aptitude test.

31.2 Except as otherwise provided, regular apprenticeship in the craft shall be four (4) years, made up of eight (8) terms of 960 hours each or a total of 7,680 hours. Provided that other entrance requirements are met, applicants who have successfully completed training courses in recognized schools or institutes, or regular apprentices who on their own time successfully complete courses in outside related training programs during their apprenticeship may serve a reduced apprenticeship, if such training is equivalent to the training received in the craft under the Company apprenticeship program. The proper officer of the Company in consultation with the System General Chairman shall determine if such training is equivalent or comparable, but in no case shall the reduction in the length of apprenticeship exceed a total of one (1) year.

31.3 On completion of apprenticeship, employees shall be paid the basic rate of pay established for fully-qualified Carmen and they shall receive a certificate stating that they have successfully completed their apprenticeship. (See Appendix VI)

**31.4** The number of apprentices in the craft shall be determined by the number of fully-qualified carmen on the permanent seniority list on the Region, including Main Shops. The ratio, unless otherwise mutually agreed, shall not be more than one to every four fully-qualified carmen on the permanent seniority list.

**31.5 (a)** Apprentices hired subsequent to January 1, 1969 shall upon completion of their apprenticeship be placed on the Carmens' seniority list at the home seniority terminal at which they began their apprenticeship and be credited with seniority from date of entry into apprenticeship

**(b)** Apprentices hired prior to January 1, 1969 and who shall complete their apprenticeship by December 31, 1970 shall, upon completion, be placed on the Carmens' seniority list at the home seniority terminal at which they began their apprenticeship and be credited with two years' seniority as a Carman.

**(c)** Apprentices hired prior to January 1, 1969 and who complete their apprenticeship subsequent to December 31, 1970 shall, upon completion, be placed on the Carmens' seniority list at the home seniority terminal at which they began their apprenticeship and be credited with a seniority date of January 1, 1969 as a Carman in the order of their commencement of apprenticeship.

**31.6 (a)** Seniority of apprentices shall, except as otherwise provided herein and in the Craft Special Rules, be confined to the home seniority terminal and shall be established as of the last date of entry into the classification of apprentice

(b) Seniority lists will be prepared for apprentices.

(c) Apprentices shall only be permitted to exercise their seniority in the event of a reduction of staff in the classification of apprentice. An apprentice laid off at his seniority terminal may within thirty calendar days from date of layoff exercise his seniority to displace the junior apprentice, first on his basic seniority territory and if unable to displace on his basic seniority territory, he may within thirty calendar days from the date of layoff displace the junior apprentice on the Region.

(d) Apprentices may during the last six months of apprenticeship be permitted in seniority order to transfer to any point on the region providing that an completion of their apprenticeship their seniority will permit them to fill a permanent vacancy as per Rule 23.13 or displace an unqualified employee who is not on the permanent list. If by mutual agreement between the proper officer of the Railway and the System General Chairman this application is accepted, the apprentice shall complete his apprenticeship at the point to which he has been transferred and receive his seniority at that point and in accordance with the conditions as defined in this Agreement.  
(See Appendix VI)

31.7 The opportunity shall be provided for the apprentice to secure a complete knowledge of the trade as per the agreed upon apprenticeship training program. Such apprenticeship program shall not alter the jurisdictional understanding as per Rule 55.1. It will be compulsory for apprentices from line points to transfer to Main Shops and where practicable within the craft for apprentices at Main Shops to transfer to line points for the purpose of acquiring further experience.

**31.8** An apprentice must throughout his apprenticeship continue to display the desire and aptitude to learn the trade or he will not be retained as an apprentice.

**31.9** Apprentices will not be maintained at points where there are no adequate facilities for learning the trade, beyond the time that can be properly applied on their apprenticeship. The distribution of apprentices among shops where general repairs are performed on the Division, or Region shall be as nearly as possible in proportion to fully qualified carmen on the permanent seniority list employed therein.

**31.10** Effective June 1, 1989, apprentices shall not be assigned to work other than the day shift during their first six months of apprenticeship, except for special technical training. They shall not work on oxy-acetylene, electric or other welding processes until they have had proper training in the use of this equipment.

**31.11** Apprentices shall not displace Carmen or Helpers when sent out for experience with the wrecking gang or on emergency work, but will be in addition to the normal complement of the work gang sent out. Overtime hours shall not be credited to an apprentice's time.

**31.12** During their final year of apprenticeship, apprentices may work alone under the guidance of a carman, in order to increase their knowledge and experience in their trade.

**31.13** Apprentices shall not be permitted to work as partners.

**31.14** Apprentices given credit for technical training under the provision(s) of Rule 31.2 shall have their rates and terms adjusted in accordance with the credit allowed for such outside training.

**31.15** Regular apprentices serving a four-year apprenticeship shall be paid as follow?:

	Rates of Pay Effective			
	July 1, 1988	Jan. 1, 1989	Jan. 1, 1990	Jan. 1, 1991
	\$ (per hour)			
1st term (1 to 960 hours inc.)	10.874	11.363	11.818	12.350
2nd term (961 to 1920 hours inc.)	11.307	11.816	12.289	12.842
3rd term (1921 to 2880 hours inc.)	11.882	12.417	12.914	13.495
4th term (2881 to 3840 hours inc.)	12.310	12.864	13.379	13.981
5th term (3641 to 4800 hours inc.)	12.890	13.470	14.009	14.639
6th term (4801 to 5760 hours inc.)	13.320	13.919	14.476	15.127
7th term (5761 to 6720 hours inc.)	13.891	14.516	15.097	15.776
8th term (6721 to 7680 hours inc.)	14.325	14.970	15.569	16.270

**31.16** The hourly rates of pay for helpers entering the apprentice training program shall be as follow?:

Credit given for 1st and 2nd Terms	Rates of Pay Effective			
	July 1, 1988	Jan. 1, 1989	Jan. 1, 1990	Jan. 1, 1991
	\$ (per hour)			
3rd term - helpers' rate	12.811	13.387	13.922	14.548
4th term - helpers' rate	12.811	13.387	13.922	14.548
5th term - helpers rate	12.811	13.387	13.922	14.548



31.16 Cont'd.

Credit given  
for 1st and 2nd  
Terms

Rates of Pay Effective  
July 1, 1988, Jan. 1, 1989, Jan. 1, 1990, Jan. 1, 1991,  
\$ (per hour)

6th term - regular apprentice rate	13.320	13.919	14.476	15.127
7th term - regular apprentice rate	13.891	14.516	15.097	15.776
8th term - regular apprentice rate	14.325	14.970	15.569	16.270

**RULE 32**  
**HOURLY RATES OF PAY AND ~~SHIFT~~ DIFFERENTIALS**

**32.1 Basic Rates of Pay**

Starting Rates:

(a) Employees entering the service prior to March 1, 1988 are subject to the existing rates of pay and the rules and practices related thereto.

(b) Except as provided in Note 1 below, employees entering the service on or after March 1, 1988 will be compensated as follows:

1st 7 months of cumulative compensated service (CCS)	~ 85% of job rate
2nd 7 months of CCS	~ 90% of job rate
3rd 7 months of CCS	~ 95% of job rate
Thereafter	~ 100% of job rate

Note 1: This provision will not apply to Carmen apprentices and/or Carmen trainees.

Note 2: This provision will replace all existing step rate provisions.

(c) An employee subject to paragraph (b) above, except when moving to a classification that had step rate provisions prior to March 1, 1988, will, when entering a different classification in the same bargaining unit, be compensated at the same percentage of the job rate of the classification being entered as he was receiving in the classification being vacated. Service in the classification vacated will be counted as service in the classification entered for purposes of application of paragraph (b).

(d) An employee subject to paragraph (b) above entering a classification that had step rates prior to March 1, 1988, will be compensated in accordance with step rate provisions of paragraph (b) above.

**32.1(1) Employees Who Entered Service Prior to March 1, 1988** 5087

Class of Employee	Rates of Pay Effective			
	July 1, 1988	Jan. 1, 1989	Jan. 1, 1990	Jan. 1, 1991
	\$ (Per Hour)			
Lead Hand	15.737	16.445	17.103	17.873
Layout Men and Markers Off	15.737	16.445	17.103	17.873
Carmen Trainee covered by Rule 32.4(c)	14.166	14.803	15.395	16.088
Carman *	15.452	16.147	16.793	17.549
Carman's Helper	12.811	13.387	13.922	14.548
Coach Cleaners will be paid a minimum of	11.896	12.431	12.928	13.510

**32.1(2) Employees Who Entered Service March 1, 1988 or Thereafter**

Class of Employee	Rates of Pay Effective			
	July 1, 1988	Jan. 1, 1989	Jan. 1, 1990	Jan. 1, 1991
	\$ (Per Hour)			
Lead Hand				
85%	13.376	13.978	14.538	15.192
90%	14.163	14.801	15.393	16.086
95%	14.950	15.623	16.248	16.979
Job Rate	15.737	16.445	17.103	17.873
Layout Men and Marks Off				
85%	13.376	13.978	14.538	15.192
90%	14.163	14.801	15.393	16.086
95%	14.950	15.623	16.248	16.979
Job Rate	15.737	16.445	17.103	17.873

**32.1(2) Employees Who Entered Service March 1, 1988 or Thereafter (cont'd.)**

	Rates of Pay Effective			
	July 1, 1988	Jan. 1, 1989	Jan. 1, 1990	Jan. 1, 1991
	\$ (Per Hour)			
Carmen Trainee covered by Rule 32.4(c)	14.166	14.803	15.395	16.088
Carmen *				
85%	13.134	13.725	14.274	14.917
90%	13.907	14.532	15.114	15.794
95%	14.679	15.340	15.953	16.672
Job Rate	15.452	16.147	16.793	17.549
Carmen's Helper				
85%	10.889	11.379	11.834	12.366
90%	11.530	12.048	12.530	13.093
95%	12.170	12.718	13.226	13.821
Job Rate	12.811	13.387	13.922	14.548
Coach Cleaners will be paid a minimum of				
85%	10.112	10.566	10.989	11.484
90%	10.706	11.188	11.635	12.159
95%	11.301	11.809	12.282	12.835
Job Rate	11.896	12.431	12.928	13.510

\* Carmen's classification includes pattern maker, cabinet maker and carver; carpenter (coach, locomotive and bench); upholsterer; painter, varnisher (coach and locomotive); stencil cutter (metal); template maker (both metal and wood); glass cutter; beveller, and embosser; tile setter; wood layer out; saw filer; coach trimmer; buffer; locksmith; wood machinists; saw and borer; morticer; planer, matcher and shaper; passenger train steel car body builders and repairers; coach truck builders and repairers (passenger shop); triple aster (rackman); platers and buffers (silver and nickel); welders (oxyacetylene and electric).

Other Carman in car department, includes freight carpenters: freight train ~~steel~~ car body builders and repairers: stripper: freight car painter: stenciller (freight); plush dyer; car inspector; wheel inspector; air brake inspector: air brake tester: air brake adjuster: air brake cleaner; car repairer (both wood and steel); tender truck repairer except in main and back shops: hose bag ~~fitter~~; ~~portable~~ crane engineers; pilot man: burnisher and plater; oxidizer; dipper (acid); stove fitter: coupler ~~rivetter~~; spring tester; marker (drilling and steel car): steel carman, including ~~rivetter~~, reamer, punch operator, rotary edge planer, plate planer, cold saw operator: ~~metal~~ band saw operator: ~~plate~~ rolls operator, shear man, marker, ~~rivetting~~ machine operator; truck builder and assembler (freight).

**32.2** Wrecking crane operators will be paid the basic carman's rate when operating wrecking cranes.

**32.3** Carman actually welding on freight car work shall be paid the basic Carman rate.

**32.4 (a)** Effective from December 31, 1973 the thirty-cent (30) skill differential previously in effect has been incorporated into the basic rate of pay.

**(b)** An employee who is promoted to or hired in a carman or carman trainee position on or prior to January 1, 1968, shall, ~~until~~ such time as he becomes a fully ~~qualified~~ carman and is placed on a permanent ~~craft~~ seniority roster, be paid the basic rate of the carman's position or ~~positions~~ occupied. The basic rate of the position occupied shall continue to be paid to such employee during all periods that he occupies a position of carman subsequent to January 1, 1968.

(c) Effective January 1, 1968, a helper who is promoted in a craft for the first time to a Carman's position shall until qualified for a higher rate under the terms of this Agreement be paid at the trainee Carman's rate as shown in Rule 32.1 except as otherwise provided for in Special Craft Rules. Employees covered by Rule 23.10(b) shall be paid at the trainee Carman's rate.

(d) Employees governed by Rules 23.9(a) and 23.9(b) shall be paid the full rate of the Carman's position occupied.

(e) Apprentices temporarily promoted to fill Carman's positions in accordance with the provisions of this Agreement will receive the full rate of the Carman's position occupied.

32.5 Except as otherwise provided in Rule 32.1, other leading hands will receive an hourly rate calculated on the basis that a 10-cent per hour differential was included in the basic rate of pay in effect January 1, 1973.

32.6 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.

32.7 Rates of pay established in certain classifications or positions at each point for helpers in the craft and for wheel presser and belt men in excess of the rates specified above shall be maintained as the minimum rates of pay for such classifications at such points.

32.8 Carman regularly assigned as markers off or layout men shall be paid as per Rule 32.1.

**32.9.1 Shift Differentials**

Employees whose regularly assigned shifts commence ~~between 1400 and 2159~~ <sup>77906</sup> hours shall receive a shift differential of ~~thirty-five cents (35)~~ <sup>44-100035</sup> per hour and employees whose regularly assigned shifts commence ~~between 2200 and 0559~~ <sup>45-100040</sup> hours shall receive a shift differential of ~~forty cents (40)~~ <sup>4906</sup> 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. <sup>42</sup>  
<sup>45</sup>

**32.9.2** Effective June 1, 1989, employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of forty cents (40) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of forty live cents (45) 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.

**RULE 33**  
**CONDITIONS OF SHOPS, ETC.**

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

**33.2** 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 34  
PERSONAL INJURIES

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34.1 Employees injured while at work will not be required to ~~make~~ accident reports before they are given medical attention, if required, but will make them as soon as ~~practicable thereafter~~. Proper medical attention will be given at the earliest possible moment.

34.2 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight-time rates of pay, unless the employee receives Worker's Compensation benefits for the day of injury in which case the employee will be paid the difference between such compensation and payment for his full shift.

**RULE 35**  
**BULLETIN BOARDS**

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**35.1** A place will be provided at all **shops where** proper notices of direct interest to **employees** may be posted **by** shop committees,

**RULE 36**  
**SHOP TRAINS**

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36.1 Existing conditions in regard to shop trains will be maintained unless changed by mutual agreement, or until other reasonable facilities are available. The Company will endeavor to keep shop trains on schedule time, properly heated and lighted, and in a safe, clean and sanitary condition. This is not to apply to temporary service provided in case of emergency.

**RULE 37**  
**PROCEDURE**

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37.1 For the carrying out of this Agreement the Company will deal only with the duly authorized officers of the Brotherhood Railway Carmen of Canada. Grievances or the application or interpretation of the provisions of this Agreement will be initially handled between the Company and Committees of their employees comprising said Union and as herein provided.

**RULE 38**  
**PROTECTION OF EMPLOYEES**

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**38.1** 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.

**38.2** When it is necessary to make repairs, parts of engines, boilers, tanks and tank cars shall be cleaned before carmen are required to work on same. This will apply to cars undergoing general repairs. Tanks and tank cars will be purged when required by regulation.

**38.3** 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.

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

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

**RULE 39**  
**USE OF PRIVATE AUTOMOBILE**

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**39.1** Where an automobile mileage allowance is paid, such allowance shall be 28 cents per kilometer.

**RULE 40**  
**ADDITIONAL HELP**

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**40.1** Carmen 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.

**40.2** Material carriers responsible for the selection of special materials for carmen's use will be classified as helpers and receive minimum helpers' rate at point employed.

**RULE 41**  
**SCRAPPING WORK**

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41.1 Work of scrapping engines, boilers, tanks **and** cars or other machinery will be done by crews under ~~the~~ direction of a Carman. Torch work as ~~now~~ performed by carmen shall continue to ~~be~~ so performed.



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**RULE 42**  
**SIGNAL PROTECTION**

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**42.1** 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.

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**RULE 43  
EXHAUSTING OF STEAM & FUMES FROM  
LOCOMOTIVES**

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**43.1** 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.

**Lighting Equipment**

**43.2** At shops equipped with electricity, electric light globes and extensions will be kept in tool rooms and available for use.

**RULE 44**  
**CHECKING IN AND OUT**

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**44.1** At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out and making out service cards on their own time.

## **BEREAVEMENT LEAVE**

63 A-1  
45.1 Upon the di

5.1 Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, lather-in-law, mother-in-law, stepbrother or step-sister, the employee shall be entitled to three days' bereavement leave without loss of pay provided he has not less than three months cumulative compensated service. It is the intent of this article 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.

45.2 Effective June 1, 1989, upon the death of an employee's spouse, child, parent, brother, sister, grand-parent stepparent, lather-in-law, motherin-law, step brother or stepsister, the employee shall be entitled to three days' bereavement leave without loss of pay provided he has not less than three months' cumulative compensated service. It is the intent of this article 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.

### **Definition of Eligible Spouse:**

The person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human flights Benefit Regulations, so long as such parson is residing with the Eligible Employee.

**RULE 46**  
**GENERAL HOLIDAYS**

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46.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement:

46.2 (1) An employee who qualifies in accordance with Rule 46.4 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.

**All Provinces**

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

9 + 2  
53-110

**Nova Scotia**

Easter Monday

Remembrance Day

**New Brunswick**

New Brunswick Day (the first Monday in August)

Remembrance Day

**Quebec**

St. Jean Baptists Day (in substitution for Remembrance Day)

First Monday in August

Ontario, Manitoba, Saskatchewan, Alberta and  
British Columbia

Civic Holiday (the first Monday in August)  
Remembrance Day

(1) If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in the other provinces.

**46.3** Effective June 1, 1989, if, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefor in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized the dispute will be submitted to arbitration for final decision.

**46.4** In order to qualify for pay for any one of the holidays specified in Rule 46.2 an employee:

(a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Rule 46.4(a) does not apply to an employee who is required to work on the holiday;

(b) must be available for duty on such holiday, if it occurs on one of his work days, excluding vacation days, except that this 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, or who is in receipt of or who subsequently qualified for weekly sickness benefits because of illness on such holiday; when an employee is required to work on such general holiday he shall be given an advance notice of four 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 of duty immediately preceding such holiday that his services will be required; and

(c) must have rendered compensated service on at least 12 of the 30 calendar days immediately preceding the general holiday. This Rule 46.4(c) does not apply to an employee who is required to work on the holiday.

**Note:** Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (c).

**46.5** A qualified employee whose vacation period coincides with any of the general holidays specified in Rule 46.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday

**46.6** An employee qualified under Rule 46.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.

**46.7** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Rule 46.6, 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 hours for which three 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.

**46.8** Shifts or tours of duty 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

**46.9** Employees regularly assigned to work on holidays, 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.

**46.10** Holiday work shall only be required when absolutely essential to the continuous operation of the Railway,

**46.11** 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 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 shifts out of five as relieving supervisor, would be paid  $\frac{3}{5}$ ths of eight hours for the paid General Holiday or 4 hours 48 minutes.



Holiday Pay for ~~179.3~~ and ~~181.3~~ Hour Employees  
Qualified in accordance with the provisions of  
Rule 46.4:

**No Work Performed on General Holiday**

~~46.12~~ When a general holiday falls on other than a rest day (seventh day) and the employee who by agreement with the proper officer of the Railway is not subject to call and does not work on that day, such employee is credited with 8 hours for the holiday not worked, which time is included in making up the 4-week guarantee.

~~46.13~~ When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is subject to call and is available to work on that day, such employee is allowed 8 hours for the holiday not worked in addition to the 4-week guarantee

**Work Performed on General Holiday**

~~46.14~~ When a general holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with one and one-half times the actual hours worked with a minimum of four and one-half straight-time hours. Such hours shall be included in making up the four-week guarantee. In addition, the employee will be paid eight hours at the pro rata hourly rate for the holiday, which time is excluded in making up the four-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

**RULE 47  
ANNUAL VACATION**

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Section 1

0102

**47.1.1** An employee who, at the beginning of the calendar year, is not qualified for vacation under Rule 47.1.2 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days; until qualifying for further vacation under Rule 47.1.2 of this section.

**47.1.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative service, or major portion thereof, during the preceding 04 calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.3 of this section.

**Note 1:** An employee covered by Rule 47.1.2 of this section will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.1 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next

calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

**47.1.3 Subject** to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.4 of this section.

**Note 2** An employee covered by Rule 47.1.3 of this section will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he achieves 2,750 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.2 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

**47.1.4(a)** Subject to the provisions of Note 3, below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and has completed at least 4,750 days of cumulative service, shall have his vacation scheduled on the basis of one working

day's vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.5 of this section.

**Note 3:** An employee covered by Rule 47.1.4(a) of this section will be entitled to vacation on the basis outlined therein if, on his twentieth or subsequent service anniversary date, he achieves 5,000 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.3 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

**17.1.4(b)** Effective January 1, 1991, subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 18 years and has completed at least 4,500 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.5 of this section.

**Note 3:** An employee covered by Rule 47.1.4(b) of this section will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent

subsequent service anniversary date he achieves 4,750 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.3 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

**47.1.5** Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

**Note 4:** An employee covered by Rule 47.1.5 of this section will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.4 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

**47.1.6** In the application of Rule **47.1.5** the Company will have the option of:

- (i) scheduling an employee for live weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
- (ii) splitting the vacation on the basis of five weeks and one week.

**47.1.7** A year's service is defined as 250 days of cumulative service.

**47.1.8** In computing service under Rules **47.1.1**, **47.1.2**, **47.1.3**, **47.1.4**, and **47.1.5** of this Section 1, days worked in any position covered by similar vacation Agreements shall be accumulated for the purpose of qualifying for vacation with pay

**47.1.9** Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

**47.1.10** An employee who, while on annual vacation becomes ill or is injured shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge, and will complete his vacation if continuous with his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized local Union representative.

47.1.11 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

47.1.12 An employee who is entitled to vacation shall take same at the time scheduled. if however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least fifteen working days advance notice of such rescheduling and will be paid overtime rates for all work performed during his scheduled vacation dates and will be granted vacation with pay to which he is entitled at a later date.

Note: This Rule 47.1.12 does not apply where rescheduling is the result of an employee exercising his seniority to a position covered by another vacation schedule, nor to apprentices moving between Main Shops and running repair points.

#### Advance Vacation Pay

47.1.13 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4 per cent of the employee's previous year's earnings, less an appropriate amount (approximately 30 per cent) to cover standard deductions.

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

**47.1.15** In the application of this Section 1, employees on a monthly guarantee will be paid for vacation on the basis of such guarantee.

### Section 2

**47.2** (a) 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 Section 1, and, if not granted shall be allowed pay in lieu thereof.

(b) 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.

(c) An employee who leaves the service of his own accord or who is dismissed for cause and not reinstated in his former standing within two 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 Section 1.

### Section 3

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



(b) 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 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 Clause 3(b) may be changed by mutual agreement between the local committee and the proper officer of the Railway.

(c) 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 Company.

#### Section 4

47.4 (a) 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 expenses to the Company, 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 schedule rate applicable to such position.

#### Main Shop

(b) At the Main Shops the intention is to close the shops for the annual vacation period and the Management and duly authorized representatives of

the employees will agree prior to January 31st of each year the date on which the various shops will close for vacation period.

(c) The period of closedown for annual vacation at Main Shops will not exceed four weeks in each year.

(d) The Management 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.

(e) Employees in Main Shops who are entitled to a vacation of three 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.

(f) 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 for which they are fully qualified.

(g) The proper officer of the Company and the respective General Chairman will co-operate in an effort to ensure that as many Main Shop Carmen, apprentices, helpers and coach cleaners as possible, whose maximum vacation entitlement is one 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. (See Appendix VIII)

(h) 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.

(i) Employees working in Main Shops during vacation period will ~~be~~ compensated during regular shop hours at pro rata rates, except as otherwise provided in Rule 47.1.12.

#### Running Work

(j) At running points the recognized vacation period will ~~be from~~ March to November, ~~inclusive~~. When mutually arranged, vacations may ~~be~~ taken outside of the recognized period. Where additional relief is required and cannot ~~be obtained~~ and ~~the~~ requirements of the ~~service~~ make it necessary to extend the recognized vacation period, the foreman and local committee will ~~be~~ required to work ~~out~~ a practical arrangement. (See Appendix IX)

**RULE 48**  
**LIFE INSURANCE UPON RETIREMENT**

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48.1(a) An employee who retires from the service of the Company provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$4,000.00 life insurance policy, fully paid up by the Company.

(b) An employee who retires from the service of the Company subsequent to January 1, 1991 will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000.00 life insurance policy, fully paid up by the Company.

**RULE 49**  
**DENTAL PLAN AND EXTENDED HEALTH AND**  
**VISION CARE PLAN**

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Dental Plan

49.1 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated January 29, 1986, as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories

Extended Health and Vision Care Plan

49.2 The Extended Health and Vision Care Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement dated January 29, 1986 as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatories.

B, C, E, G, H, J

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all inferred from prev. agmt, ER

**RULE 50**

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**Job Security - Employment Security**

50.1 The provisions of the ~~Job Security Agreement~~ dated May 26, 1989, as may be revised, amended or superseded between Canadian Pacific Limited and **The** Organizations signatory thereto, to which the Company and the Union are signatories, shall apply to employees in positions covered by this agreement.

7  
23, 24  
3-3 (prev. agmt)

**RULE 51  
EMPLOYEE BENEFIT PLAN -- LIFE INSURANCE  
AND SICKNESS BENEFITS**

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**51.1** The provisions of the Employee Benefit Plan – Supplemental Agreement, dated January 29, 1986, as revised, amended or superceded by any Agreement between the Railway and The Brotherhood Railway *Carmen of Canada*. will apply to employees covered by this Agreement.



**RULE 52**  
**CARMEN'S CRAFTS SPECIAL RULES**

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**Carmen's Qualifications**

**52.1** Any person who has successfully completed a Railway Carmen's Apprenticeship or who has had four (4) years practical experience at Carmen's work through on-the-job training and who can demonstrate that, with the aid of tools, with or without drawings, he can lay out, build and perform the work of the occupations of this Craft in a mechanical manner, shall constitute a fully qualified Carman and as such shall be shown on the permanent Carmen's Craft seniority list.

**Carman's Work**

**52.2** Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering, tile setting, glass cutting, bevelling, embossing, and inspecting all passenger and freight cars, both wood and steel, motor coaches: planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, lender frames and trucks in main and back shops, and wood wagon wheels, hose bag fitter, and stove fitter, pipe and inspection work in connection with air brake equipment on freight cars, repairing and assembling car and coach triple valves, applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating,



lettering; cutting of stencils and removing paint, (not including use of sand blast machine or removing vats); all other work generally recognized as painter's work under the supervision of the Locomotive and Car Departments, except the application of blacking to lire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliances and train car repairers, on track auxiliary and hi-rail wrecking crane operator, oxyacetylene and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

It is understood that the present practice in the performance of work between the carmen and boilermakers will continue.

Carmen Apprentices and Carmen in Training

**52.3** Include Carmen Apprentices and Carmen in connection with the work as defined in Rule 52.2.

**Carmen Helpers**

**52.4** (a) Employees regularly assigned to help Carmen and Apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting. removing of paint on other than passenger cars preparatory to painting, stack keepers (Car Department), operators of bolt threaders. nut tappers, rivet heaters. drill presses, and punch and shear operators (cutting only bar stock and scrap), painters' helpers, triple cleaners, sand blasters. car oilers and packers, cleaners for painters. dip tank employees, dope and oil reclaiming, sterilizing drinking water tanks, thaw out men and all employees working with live steam except on trucks and undergear, supply and material carriers when required to select

materials, brass cleaners, wood machine helpers, upholsterers' helpers, seamstresses, car heater and ice men, including the icing of air-conditioned equipment at points where it originates (where work not now performed by helpers present practice to continue, but with intention of extending practice of using helpers as practicable), gas fillers, tool room attendants, holding on rivets, striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting Carmen in straightening metal parts of cars, cleaning journals, repairing steam and air hose, assisting Carmen in erecting scaffolds, crane slingers, and all other work generally recognized as Carmen Helpers' work, shall be classed as helpers.

**(b)** The assignment of work specified in this Rule 52.4(b) to helpers shall not be construed as restricting Carmen from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (a) will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (b) will any Carmen presently in the work force be laid off or have his rate of pay affected;
- (c) will not interfere routinely with the normal Carmen, helper, apprentice work gang team now in practice;
- (d) will maintain the ratio of Carmen to helpers now existing in the craft, locations and shops.

**Note:** The ratio in Clause (d) above means the number of Carmen in relation to helpers in existence as of January 16th, 1974.

Burning deck bolts and stripping decking.

Stripping interior lining, removing underframe components, trucks air brake equipment, draft gear and couplers.

Dismantling trucks.

Dismantling and cleaning two compartment air reservoirs, air brake cylinders.

All machine sanding operations.

Paint trucks, frames, steps, pilot and underframes.

Priming, putty, glazing and rubbing operations.

Huck gun operations.

Operating power saws in relation to the application of blocking, lining and decking.

Coupling and uncoupling hoses.

Repetitive Machine Operations

Operating shears.

Operating punches.

Wrecking Crews

**52.5** Carmen assigned to wrecking crews, including wrecking crane operators, shall be paid for such services as per General rules, from time called until return to their home station. Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

inspectors

**52.6** Employees assigned to inspecting must have the necessary knowledge of the A.A.R. rules and safety appliances laws, and be able to make the necessary reports in connection with interchange work.

### **Safety Appliance Employees**

**52.7** As far as practicable employees assigned to follow inspectors in yards to make safety appliances and light running repairs, shall not be required to work on cars taken from trains to repair tracks.

### **52.8 Protection for Inspectors and Repair Employees**

Switches of repair tracks will be kept locked with special locks, and employees working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

**52.9** Trains or cars while being inspected or worked on by train yard employees will be protected by blue flag by day and blue light by night. Employees covered by Rules 52.8 and 52.9 shall be governed by the regulations as approved by the Canadian Transport Commission.

### **Carmen One Man Points**

**52.10** A "one man point" is an outlying point where there is employed one Carman, day, and one, night, or where there is only one Carman employed

**52.11** Carmen stationed at one man points shall be allowed 179.3 hours per four-week period made up of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided in Rule 32.

**52.12** Where car inspectors including work train inspectors, or car repairs at one man points are required by order to work a total of more than

179.3 hours per four-week period, they shall be paid for all time worked in excess of 179.3 hours per four-week period in accordance with the following:

In the application of Rules 52.11 and 52.12:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period,

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four-week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

Note: Should an employee take a position paid on the basis of this Rule 52.12 and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

52.13 Employees covered by Rules 52.10 to 52.16 inclusive shall be assigned to work five days per week, their working hours shall be mutually arranged to suit conditions and less than 8 hours may be specified for certain days. The sixth day shall be considered as a standby day and employees must be available for Call for work of an emergency nature or for the maintenance of customer services on such day. The seventh day, Sunday if possible, shall be their regular assigned rest day.

**52.14** Carmen working under the provisions of Rules **52.10** to **52.16** inclusive, including those assigned to the combined duties of engine watchmen and car cleaners, will be subject to call on the sixth day for emergency work or for the maintenance of customer services. Routine service, ordinary maintenance and construction work shall not be considered as emergency work.

**52.15** Service on an assigned regular rest day shall be paid at the overtime rates as provided for in Rules **2** and **5**. Hours paid for on such rest day shall not be included in computing the 179.3 hours per four-week period.

**52.16** Such employees shall be compensated for the general holidays specified in Rule **46.2** in accordance with the provisions of Rules **46.12** to **46.14** inclusive.

#### Miscellaneous

**52.17** (a) Air hammers, jacks, and all other power driven machinery and tools, operated by Carmen or their Apprentices will be furnished by the Company and maintained in safe working condition.

(b) Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, auger cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Company.

(c) Carmen shall not be required to go out on track motor cars for road repair work unless car is in charge of a qualified operator:

**52.18 (E)** When necessary to repair cars on the road or away from the shops and/or repair tracks, Carman and helper in connection with Carmen's work, will be sent out to perform such work as putting in couplers, draft gear, truck repairs, putting cars on center, and wheels, and work of similar character, and wherever cars are set out for repairs on the road, facilities such as blocks, jacks, etc., will be provided. This will include Carmen assigned to road repair vehicles in connection with all work generally recognized as Carmen's work. Employees performing such work will protect themselves as per Rule 52.9.

**(b)** When it is necessary to send an employee out on the road to change a brass, a Carman will be used, except, when oiling and preparing cars in storage on the road, the helper oiling may change brass.

#### Carmen's Apprentices

**52.19** Regular apprenticeships will be established and Apprentices shall be governed by the General Rules covering Apprentices.

#### Advanced Promotion of Apprentices and Helpers

**52.20 (a)** In the event of not being able to employ fully qualified Carmen in accordance with Rule 52.1 and the Carman Apprentice program not providing employees enough to do the work, the force may be increased in the following manner:

**(b)** Carman Apprentice who have completed their sixth term may be advanced to Carmen at point employed in the order they commenced their Apprenticeship and will be paid the basic rate of the position occupied. They will continue to be governed by the Apprenticeship Rules.

(c) Advanced Apprentices will not be considered as having Carman seniority during their period of advancement, however, upon completion of 7680 hours, made up of hours worked as regular Apprentices, and of those worked as advanced Apprentices, will be granted seniority on the permanent Carman's seniority list as intended within the provisions of the Apprentices' rules.

(d) At certain locations and under certain conditions, where it is considered impracticable to institute on-the-job training, Carman Helpers or other employees may be promoted, transferred, or hired to Carman positions. Such employees will be governed by the conditions of Rule 52.22(i) for seniority purposes and will be subject to the qualifying tests for Carman.

52.21 The duly authorized committee at the point concerned will be consulted and mutual understanding arrived at prior to advancing Apprentices, promoting helpers, or transferring employees as Carman Trainees.

#### Carman Trainees

52.22 (a) Carman Helpers in their seniority order, or other employees, may be promoted, transferred or hired into Carman Trainee positions, subject to their ability to successfully complete a mechanical aptitude test and a suitable mathematical examination.

(b) Other qualifications being equal, employees under the jurisdiction of the Carman's Organization shall be given preference.

(c) Prior to the completion of 65 working days as a Carman Trainee, such employees will be required to undergo Craft tests related to the nature of the work to which they have been assigned. Such tests to be



**52.22 (c) Cont'd.**

derived from the mutually agreed Qualifying Tests for Carmen, and to be carried out in accordance with the conditions in the preamble thereof. Failure to qualify on this initial test will be sufficient to revert the employee to the last classification from which promoted. In the case of a newly hired employee, failure to qualify on such initial test will be sufficient to release him from service.

**(d)** An employee in the service on or prior to October 1, 1971 who qualifies on this initial test shall continue his training and must throughout his training continue to display the desire and aptitude to learn the trade or he will not be retained as a Carman Trainee and will revert to the last classification from which promoted. Such employee will not again be given the opportunity of promotion to Carman Trainee.

Employees, newly hired or transferred subsequent to October 1, 1971, who do not display the desire and aptitude to learn the trade shall not be retained in the Craft. Those employees who are retained as Carman Trainees will be required to undergo periodically the mutually agreed Qualifying Tests for Carmen: such tests to be related to the nature of the work to which they have been assigned, and to be carried out in accordance with the preamble thereof. Carman Trainees may be required when necessary or desirable to work on various work assignments and at other work locations within their seniority terminal or basic seniority territory, in order to further their training at Carmen,

**52.22 Cont'd.**

(e) An employee hired subsequent to **October 1, 1971** who fails to **qualify** on any of these tests will not be retained in the craft, and such failure shall be sufficient to release him from service.

**(9)** Carman Trainees will receive the hourly rate of pay as specified in Rule 32.

**(g)** Carman Trainees promoted from work classifications under the jurisdiction of this Craft will have their names continued on the seniority **list(s)** from which promoted, until they have **qualified as fully** qualified Carman and have established a seniority date on the permanent regular Carman's list, under the provisions of paragraph **(i)** of this Rule 52.22. These Carman Trainees who have not already established seniority as Coach Cleaner, shall be accorded a date on the Coach Cleaner's seniority list equivalent to their seniority as Carman **Helper**.

**(h)** Other employees hired as Carman Trainees, who have successfully **passed** the initial test outlined in paragraph **(c)** of this Rule 52.22, will have their names entered on the seniority **list(s)** in the **lower** classification(s) coming under the jurisdiction of the Carman's Organization, **at** the seniority terminal employed consistent with the date of entry as a Carman Trainee.

**(i)** A Carman Trainee will be required to **work** four years consisting of a total of **1044 days** of cumulative compensated service in the Trainee's classification as defined herein. Upon completion and on successfully passing all qualification tests, he will be **placed** on the Carman's permanent seniority list at the point at which ~~he~~ was promoted, with a date four years retroactive

**52.22 (l) Cont'd.**

from the date of such completion and shall have his name removed from the seniority lists of all lower classifications within the craft. Time of duty on account of bona fide illness and/or injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority data. However, all time lost shall be made up as training prior to the employee being allowed to establish fully qualified Carman status.

(j) Carman Trainees will be allowed to exercise their seniority in the lower classification as per the intent of Rule 23.14, only in the event that they are laid off as Carman and/or are unable to hold a Carman Trainee position at the seniority terminal employed, or in the event of compassionate grounds (i.e. illness) at which time they may be allowed to exercise their seniority by mutual agreement between the General Chairman and the proper officer of the Company.

(k) When it becomes necessary to reduce the force of Carman at any seniority terminal, Carman Trainees and advanced Apprentices will be reduced in reverse order of the date of entry into the Carman Classification. In the restoration of Carman forces, such Carman Trainees will be required in their seniority order to continue their training.

(l) Calculation of time shall commence from the date of first entry into the Carman Trainee classification for a continuous period of 90 days or more following his last day of entry into service.

(m) Carman Trainees who complete their accumulation of three years as Carman and have successfully passed the qualification tests during the period January 1, 1969 to December 31, 1970, inclusive, will

be granted a seniority date of January 1, 1969 on the permanent Carmen's seniority list at the seniority terminal employed in the same sequence as they complete such accumulation.

(n) Carman trainees who began their training prior to January 1, 1969 and who completed their training between January 1, 1971 and September 30, 1971 shall be granted a seniority date of January 2, 1969 in the sequence they completed their training.

(o) Carman Trainees who have not completed their three years' training as Carmen by September 30, 1971, will be required to serve a total of 1044 days of cumulative compensated service as Carman and will, upon completion of such accumulation, be granted a seniority date four years retroactive from the date of such completion. but in any case not prior to January 2, 1969.

(p) Employees hired or transferred into the Carmen's Organization with a view to becoming a Carman Trainee will, when considered desirable by the Company's officers concerned, be subject to such additional entrance requirements as may be mutually arranged between the proper officer of the Company and the General Chairman.

#### Carmen Helpers Entering Apprentice Training Program

**52.23 (a)** Carman Helpers who have worked as Carman Helpers in the craft for not less than three (3) years consisting of a total of 230 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 960 hours each or a total of 5760 hours. No other credits will be allowed. in the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal. secondly to applicants from the Division and then to the Region, except as may be mutually agreed between the proper officer of the Company and System General Chairman.

(b) A Helper entering the Apprentice training program will have his seniority as a Helper and/or Coach Cleaner protected during his term of apprenticeship, but shall not be permitted to revert to his former Helper or Coach Cleaner's status except in the case of reduction of staff, or if unsuitable as an Apprentice in accordance with Rule 31.8. An Apprentice who due to a reduction in staff reverts to Helper or Coach Cleaner's status will, when an increase in staff permits, be obligated to resume his Apprentice training.

(c) Except as otherwise provided for herein the Apprentice rules covering regular Apprentices shall also apply to these Apprentices.

#### Coach Cleaners

52.24 (a) The general rules and conditions of this Agreement will apply to Coach Cleaners. Coach Cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight-hour period of service.

(b) An outlying point is a point where not more than three Coach Cleaners are employed.

**52.24 Cont'd.**

(c) Coach Cleaners will be given preference in filling Carman Helpers' positions if, upon application, they can be reasonably expected to perform the work.

(d) Those accepting promotion to the Helper's classification will have their names retained on the Coach Cleaner's seniority list and will continue to accumulate seniority in the Coach Cleaner's classification. Upon accepting a position of Helper, Coach Cleaners will be obliged to continue in the Helper's classification as long as their seniority permits them, and will only be allowed to revert and exercise their seniority in the Coach Cleaner's classification for medical reasons or upon being laid off as Helpers.

Those Coach Cleaners who are promoted to Helpers and subsequently qualify and accept promotion to the position of Carman Trainee, will have their seniority protected in the Coach Cleaner's and Helper's classifications, as per the provisions of Rule 52.22 until qualifying for seniority on the Carman's regular seniority list, at which time their names will be removed from the seniority lists of Helpers and Coach Cleaners. This clause shall also apply to Coach Cleaners entering the Carman Apprentice training program.

**RULE 53**  
**SEMI-ANNUAL PLAN**

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53.1 Effective January 1 and July 1 each year the Company will provide a written report to each Union setting out in specific detail any plans that it has that involve displacement or lay-off of any employee represented by that Union or otherwise involve a permanent decrease in the work force. The report will be provided to the General Chairman of each union within 15 days of the commencement of the period.

53.2 The report will identify which changes will be of a ~~technological, operational or organizational~~ nature and which changes are expected to be made because of a permanent decrease in traffic, a normal reassignment of duties arising out of the nature of the work, or normal seasonal staff adjustments. Additionally, the report shall state the number of employees who are likely to be affected, their geographical location, when the changes will occur and the plans to preserve their employment including training or placement into vacant permanent positions.

53.3 The Company will meet with the General Chairmen within 30 days of the receipt of the report to discuss it and its implications for the work force. The purpose of the meetings is to convey and discuss information related to planned changes and not to negotiate the actual changes or restrict the entitlement of the Company to make changes to rationalize its work force or to displace or lay off employees consistent with collective agreement provisions.

53.4 No employee may be laid off or displaced as a result of a planned change of the nature contemplated in 53.2 unless and until the employer has substantially complied with the above provisions and a planned change has been included in a report.

53.5 If, during any six month period between report publishing dates the Company plans to initiate a change of the nature contemplated in paragraph 53.2 above which will have adverse effects on any employee, and that was not included in the current report, the appropriate General Chairman will be contacted and the change will be made if mutually agreed upon. If mutual agreement is not reached, the Company may place the issue at any time before the arbitrator at the Canadian Railway Office of Arbitration who shall be authorized to abridge the time limit feature and/or permit a special report to be delivered to the General Chairman in the event of an emergency. For Organizations signatory hereto who do not belong to the Canadian Railway Office of Arbitration, the issue or issues will be submitted to a single Arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.



**RULE 54**  
**CONTRACTING OUT**

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54.1 Effective February 3, 1988, work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except; 5-1

- (i) when technical or managerial skills are not available from within the Railway; or
- (ii) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (iii) when essential equipment or facilities are not available and cannot be made available at the time and place required (a) from Railway-owned property, or (b) which may be bona fide leased from other sources at a reasonable cost without the operator; or
- (iv) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (v) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (vi) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

54.2 The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

54.3 At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans

with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year,

**54.4** The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be not less than 30 days.

**54.5** Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the General Chairman, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.

**54.6** Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

**54.7** Where the Union contends that the Company has contracted out work contrary to the provisions of this Rule, the Union may progress a grievance commencing at the last step of the grievance procedure. The Union officer shall submit the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance

**RULE 55**  
**JURISDICTIONAL UNDERSTANDING**

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55.1 It is understood and agreed between the parties 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 as now exist between the Union party hereto and other craft unions.

**RULE 56**  
**INCIDENTAL WORK**

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**56.1** The purpose of this Rule is to provide for a procedure whereby under certain circumstances, work pertaining to one craft, as per the Special Craft Rules, may be performed by another craft.

**56.2** Except as is permitted by this rule, work will be performed by employees in the craft to which such work is now assigned. Notwithstanding any other rules to the contrary, in order to efficiently complete an integrated work assignment involving the work of two or more crafts, a tradesman in one craft may be required to do the work of another craft for short periods of time, provided that the tradesman is qualified to perform the work. Where that work is normally performed with a helper, the helper, likewise, may be required to do the work of the helper of the other craft. The work that may be required to be done under this Clause shall include the operation of any equipment or machinery necessary for the completion of the integrated work assignment.

**56.3** The maximum period of time that an employee in one craft may be assigned to do the work of another under paragraph 56.2 shall be limited to thirty (30) minutes in respect of any one such integrated work assignment.

**56.4** No employee shall be laid off as a direct result of the application of this incidental work rule.

**56.5** Within thirty (30) days of the signing of the Master Agreement the parties will meet to review the 67 integrated work assignments forwarded to the Unions on May 24, 1988. If thirty (30) days following the date the first such meeting there are any items that the parties are not in agreement constitute an integrated

work assignment within the meaning of this rule, either party may submit such item or items to binding arbitration. The arbitrator shall be such arbitrator as the parties may agree upon, or in the event agreement cannot be reached, as determined pursuant to Rule 29.3.

56.6 The agreed to changes will not be implemented until final resolution of those items progressed to arbitration. implementation will take place 30 days following receipt of the arbitrator's award.

56.7 In determining whether or not an integrated work assignment falls within the scope of this rule the arbitrator will be bound by the following:

- i) Safety.
- ii) The time limit of 30 minutes of incidental work per craft per integrated work assignment.
- iii) That the employee assigned to the integrated work assignment is qualified to perform the incidental work.
- iv) That the change in procedure is necessary in order to efficiently complete the integrated work assignment,

56.8 In addition to the items mentioned in paragraph 56.5 above, in the three-month period at the start of each succeeding calendar year, the Company will be free to present a list of further proposed integrated work assignments to the General Chairman involved. The same procedure of study, final resolution (if necessary) and implementation as provided for above will apply.

**RULE 57**  
**TRANSLATION OF AGREEMENT**

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**57.1** The Company will undertake the translation of this Collective Agreement No. 52.1 into French.

**RULE 58**  
**REVISION OF RULES**

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58.1 Should either the Company or *the employees* comprising the **Brotherhood** Railway Carmen of Canada ~~desire to revise these rules~~, a written statement containing the proposed changes shall be given and conference held within thirty (30) days.

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**RULE 59**  
**SCOPE OF GENERAL AND SPECIAL RULES**

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**59.1** Except as provided for under the Special Rules contained in Rule 52, *of this Agreement*. The general rules shall govern in all cases.



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**RULE 60**  
**PRINTING OF AGREEMENTS**

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~~60.1~~ The Company will undertake the responsibility for the printing of Collective Agreement No. 52.1 as may be required from time to time and will **absorb** the cost of such printing. This will include the cost of printing updated pages.

**RULE 61**  
**USE OF MASCULINE GENDER**

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**61.1** The use of the masculine gender in this agreement includes the feminine and vice-versa.

**RULE 62**  
**DURATION OF AGREEMENT**

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62.1 Except as otherwise provided herein, this Collective Agreement No. 52.1, and all mutually accepted **rulings** or interpretations related thereto is effective January 1, 1989 and will remain in effect until December 31 and thereafter subject to 3 months' notice in writing from either party **to this Agreement** of its **desire** to revise, amend or terminate it. Such notice may **be** served at any time subsequent to September 30, 1991.

**Signed at MONTREAL, Quebec. April 11, 1990.**

For Canadian Pacific  
Limited:

Manager  
Labour Relations

Labour Relations Officer

For The Brotherhood  
Railway Carmen of Canada.

System General Chairman  
Brotherhood Railway  
Carmen of Canada

National President  
Brotherhood Railway  
Carmen of Canada

**Miscellaneous  
Letters of Understanding  
and  
Memoranda of Agreement  
Which Remain In Effect for the  
Duration of this Agreement**

APPENDIX I

CANADIAN PACIFIC LIMITED

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Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This has reference to discussions held in 1975 concerning the application of Article VI(1) of the Master Agreement of December 11, 1974 with specific reference to the proposed amendment to Rule 1.8 of the Agreement.

For the purpose of the proposed amendment to Rule 1.8, it is agreed that the designation of the midnight shifts as the first shifts; the day shifts as the second shifts; and the afternoon shifts as the third shifts shall only be applicable in respect of designating shifts and rest days.

With respect to accounting and payroll procedures related to the above designation of shifts, such procedures **as** were in **effect** prior to the signing of the Master Agreement of December 11, 1974 shall **remain** in effect.

If you concur with the above, kindly affix your signature in the space provided below.

Yours truly.

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

I concur:

(Sgd.) S.A. Horodyski

APPENDIX II

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CANADIAN DIVISION BROTHERHOOD  
RAILWAY CARMEN OF THE UNITED STATES AND  
CANADA AND CANADIAN PACIFIC LIMITED WITH  
RESPECT TO EMERGENCY AND AUXILIARY  
SERVICE (CP RAIL)**

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1. At locations where Carmen are required to protect emergency services such as conventional auxiliaries, ~~hy-rail~~ cranes, wreck dozers and road repair vehicles, there shall be a regular list and a spare list for each such service. Where practicable, Carmen will be permitted to hold a position in only one such service at any one time
2. Vacancies in positions on the regular or spare list shall be bulletined to employees at the point where protection is required within the seniority terminal. The allotment of positions will be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. The officer of the company in charge shall be the judge, subject to appeal, which appeal be made in accordance with **Rule 28** of the Collective Agreement.
3. Carmen assigned to protect a position on a regular list or assigned to a spare list will be required, except as provided in Clauses 4 and 7 of this Memorandum

requirements will be indicated in the bulletin. A **standard** call procedure shall be established at each auxiliary location by agreement between local officers and the local committee, and such procedures will be similar to the attached Appendix "A".

4. In the event that a Carman assigned to protect a position on a regular list or on a spare list desires to be released temporarily from the requirements to be available, such an employee will be granted the release provided there are sufficient qualified employees available from the regular list and/or spare list concerned to adequately protect the service,

5. Carmen assigned to spare lists shall be called, for the respective emergency service, as required. In order to equalize overtime to the extent possible, such spare employees, when required, shall be called in rotation from the spare list, on a first-in first-out basis.

6. In the event that the wrecking crane is called for standby duty or other work apart from regular wrecking service outside the yard limits, the assigned crane operator shall accompany the crane, unless this would result in undue delay in the dispatching of the crane. In the event the crane is called for work within yard limits, the assigned crane operator will be used if he is on duty.

7. It is understood that an employee will not be subject to call after the termination of his last shift worked prior to vacation, until the commencement of the first shift worked following his vacation. Such an employee will advise the supervisor twentyfour hours in advance of his vacation commencement. Additionally, an employee whose work on the auxiliary or other emergency services carries him into his vacation period shall, provided relief is available, have the option of commencing his vacation or continuing to work in emergency service for the duration of that assignment. If he elects to commence his vacation he will do so as soon as he is relieved. If he elects to continue to work



on the assignment, he will not **be** entitled to ~~penalty~~ payments for his rescheduled vacation under the terms of Rule 47.1.12 of the Wage Agreement.

8. Carmen engaged in wrecking service shall not be required to work more than six hours after arriving at the Scene without being ~~permitted~~ to go to meals, ~~except~~ in cases where there is a danger to human life in which case the work will not be interrupted.

9. Carmen assigned to wrecking service will **be** entitled to five hours rest following the completion of the first twentyfour hours of duty on the wreck site, and in addition, such Carmen shall **be** entitled to five hours rest during each twentyfour hour period thereafter. It is understood that if the rest periods are staggered so as to carry on ~~the work~~, it may not ~~be~~ possible to ensure undisturbed rest.

10. Employees returning from ~~wrecking~~ service who commenced such wrecking service prior to the eight hour period immediately preceding the starting time of ~~their~~ regular assignment at their home location, and who because of such service has been unable to secure ~~five~~ hours rest immediately prior to the starting time of their regular ~~assignment at their home location~~, shall be accorded five hours rest without loss of pay before being required to report on their regular assignment at home location. Such five hours shall commence from the time employees are released from emergency service at their home location except that time allowed for rest while ~~travelling~~ with the auxiliary shall be included in the calculation of rest time under this Clause

11. Upon completion of wrecking service, Carmen who have been on continuous duties for ten hours or more shall be allowed up to five hours rest prior to being required to drive a motor vehicle to home point.

12. it is understood that this agreement does not guarantee that all employees assigned to wrecking service at any point will be called in each instance. Only sufficient number of employees to meet the particular needs of any emergency will be called, in accordance with the usual practice at the terminal.

13. This memorandum shall remain in effect until December 31, 1979, after which it may be renewed by mutual agreement between the parties.

Signed at MONTREAL, Quebec, this 23rd day of March, 1979.

For the Company:

For the Union:

(Sgd.) J.A. McGuire  
Manager  
Labour Relations

(Sgd.) E.W. Tandy  
General Chairman

## APPENDIX "A"

### CALLING PROCEDURE

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1. A wall-mounted calling board, similar to the ~~employee~~ shift board, shall be installed in ~~the~~ designated ~~calling~~ office.
2. The names, addresses and telephone numbers of the regular auxiliary crew members to be printed on ~~cardboard~~ slips and arranged in plastic ~~tracks~~ in seniority order ~~on~~ the top half of the board.
3. The ~~bottom half of~~ the board, designated spare list, shall contain ~~the same information of~~ the ~~spare crew~~ members.
4. in the event that a regular crew member is absent due to ~~sickness~~, vacation or leave of absence, his name is to be removed from ~~the~~ list and ~~replaced~~ by the ~~first-named~~ employee indicated on the spare list.
5. It would be the responsibility of each crew member to ~~ensure~~ that his name is returned to the board upon his return to service.

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April 17, 1980

File 130.7

Mr. E.W. Tandy  
System General Chairman  
Brotherhood Railway Carmen  
of the U.S. and Canada  
141 Laurier Avenue West  
Suite 810  
Ottawa, Ontario  
K1P 5J2

Dear Mr. Tandy:

This has reference to our exchanges in connection with the Memorandum of Understanding in respect of Emergency and Auxiliary Service signed March 23, 1979 which expired December 31, 1979.

It is suggested that the Understanding be extended to December 31, 1980, or until otherwise amended by mutual agreement prior to that date. If you are in agreement, would you please so indicate in the space provided below.

Yours truly,

(Sgd.) J.A. McGuire  
**Manager**  
Labour Relations

I concur:

(Sgd.) E.W. Tandy  
System General Chairman  
Brotherhood Railway Carmen

APPENDIX III

INTERPRETATION OF RULES 23.11, 23.13 and 23.16

Rule 23.11

Discussions between the Railway and the Canadian Division Brotherhood Railway Carmen of the United States and Canada with regards to Rule 23.11 have resulted in the Railway issuing Instructions to the supervisor staff in the instance of the transfer of employees from one section (department) of the shop to another for a period of over 90 days where there is no change in the rate and no change in hourly or rest days and where no overall increases in total staff was involved. The Union representatives claimed that such situations were covered by Rule 23.11 and, consequently, the new positions would have to be bulletined and awarded to the Senior qualified employees making application.

The Railway contended that this rule was only intended to apply in respect of staff additions when there were additions being made in the craft in a shop proper and not to addition in a section (department) of a shop with equivalent reductions in another section (department) of the shop with no overall increase taking place.

The union representatives were not adamant that bulletins would be issued in every case if this were unnecessary, especially at small points, so long as Senior qualified employees desiring to transfer were given the opportunity to do so. The Railway stated that without prejudices to their interpretation of the meaning of the rule, they would advise all concerned that in such circumstances, senior employees desiring to

transfer will be allowed to do so subject to qualifications, of course, that this does not apply in respect of staff adjustments within a section (department) of a shop but only to transfers between sections (departments) of a shop where no overall change occurs in total employment in the shop. This understanding does not prejudice the interpretation of the Union concerning 23.11.

**Rules 23.13 and 23.16**

These rules require that the General Chairman received copies of all Division and Regional bulletins and lists of employees being laid off at a seniority terminal. As this is apparently not being done in all instances, will you please instruct the personnel concerned on your Region to so arrange in future. The Union also requested, and we agreed, that where bulletins are issued simultaneously to the Region, it be shown on such bulletins that qualified applicants from the Area will receive preference.

Various rules provide that under certain circumstances the local committee shall be consulted. The Union alleged that these consultations are frequently taking place after the fact rather than before. If this is true, will you please point out the correct procedure to your officers as rules providing for consultation with local committee intend that this will be done before the fact except, of course, in certain isolated situations where emergency requirements make this impossible.

APPENDIX IV

**CP RAIL**

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Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This will confirm our understanding of the application of Rules 23.11, 23.12, and 23.13 of Wage Agreement No. 52.1 in respect of a temporary position which is subsequently **bulletined** as a permanent position.

Unless such temporary position has been **filled** by the Senior employees entitled to it under **the** provisions of the agreement, the permanent vacancy will be bulletined pursuant to paragraph 1 of Rule 23.13.

**If** this meets **with your** understanding **would you** please **so** indicate in the space provided below.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

**I concur:**

(Sgd.) S.A. Horodyski

APPENDIX V

CP RAIL

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This will confirm the understanding reached to the effect that in the application of Rule 23.17 of Wage Agreement No. 52.1 the following will apply.

in the event of a reduction in staff at a shop involving more than one ~~employee~~, the **employees** at the shop affected by such reduction in staff shall be permitted to exercise their seniority in accordance with the provisions of Rule 23.14 at the point to which they transfer on their basic seniority territory. Such displacement shall **only be** amongst those employees displaced by the reduction. The employees from the shop affected by the reduction in staff shall be given an opportunity to displace in seniority order and in the order of their preference on those positions directly affected by the staff reduction. The employees laid off at the main shops will state their ~~intention~~ to displace at the time of the lay-off.



This letter of understanding shall remain in effect until **December 31, 1986** and will be subject to renewal by mutual agreement **between** the parties hereto.

If you concur with the foregoing, kindly affix **your signature** in the space provided.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

i concur:

(Sgd.) S.A. Horodyski

CP RAIL

---

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This will confirm the understanding reached during the discussions held in 1975 that in the application of Rule 31 of Wage Agreement No. 52.1 the following would also apply.

1. Except as otherwise provided in the Craft Special Rules, apprentices shall on completion of their apprenticeship be permitted to exercise their seniority at their home seniority terminal to displace the junior employee in their Craft in the designated work area of their choice with the shift, days off, hours of work and rate of pay of their choice in accordance with the provisions of Rule 23.14 of Wage Agreement No. 52.1.
2. By mutual agreement between the proper officer of the Company and the General chairman concerned, an apprentice may at any time during his apprenticeship be permitted to transfer to any location on his Region with a view to remaining at that location on completion of his apprenticeship. Such apprentice shall during the

lest six months of this apprenticeship be required to make formal application to remain at that point. Such application shall be accepted provided that on completion of this apprenticeship his seniority will permit him to fill a permanent vacancy in accordance with Rule 23.13 or displace an unqualified mechanic. Should his application be accepted, he will have his name placed on the mechanics' permanent seniority list at that point with a seniority date established in accordance with Rule 31.5.

in the event his application is not accepted, such employee will be required to return to the point at which he commenced his apprenticeship in order to protect his seniority rights under Rule 31.5.

If you concur in the foregoing, kindly affix your signature in the space provided, returning the original and one copy for our records.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

I concur:

(Sgd.) S.A. Horodyski

CP RAIL

---

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This has reference to the application of Rules 29.1, 29.2, 29.3, 29.4 and 29.9 of Wage Agreement No. 52.1.

Rule 29.1 defines the parties as Canadian Pacific Limited and the Canadian Division Brotherhood Railway Carmen of the United States and Canada.

In respect of the application of the abovementioned rules, it is agreed that in any dispute progressed to arbitration in accordance with the provisions of Rule 29, the parties referred to in the above-mentioned rules shall be the Canadian Division Brotherhood Railway Carmen of the United States and Canada and the Headquarters Labour Relations Department of the Railway.

If you concur in the foregoing, kindly affix your signature in the space provided below.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

I concur:

(Sgd.) S.A. Horodyski

CP RAIL

---

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This letter cancels and supersedes letter dated May 21, 1974 with respect to those Main Shop employees whose maximum vacation entitlement is one week or more less than the period of shop closedown for vacation purposes, being permitted to transfer temporarily to running service.

With respect to the above, it is agreed that the co-operation referred to in Rule 47.4(g) will include the principle of granting additional running point mechanics, apprentices, helpers and coach cleaners vacations during the period of the closedown at Main Shops, so that the employee referred to in paragraph 1 may be permitted to temporarily transfer to line shop as vacation relief. The granting of such additional vacations will only be considered to the extent that there are mechanics, apprentices, helpers and coach cleaners fully qualified to immediately and adequately perform the work on the vacancies thereby created.

It is understood by the parties that agreement to the above does not mean that all employees referred to in paragraph 1 would be given the opportunity of transferring temporarily to line shops, but only that number required to ensure efficient operation of the line shop. The parties will also take cognizance of the fact that although a mechanic may be fully qualified in his trade, he will not necessarily be familiar with line work and, therefore, it would not be feasible for the Company to release line shop employees for vacation purposes to the extent that line shop operations would be affected because of these vacation relief employees being unfamiliar with line operation.

It is also understood that to ensure efficient vacation planning at line shops, those Main Shop employees wishing to transfer shall make their intention known by February 28th. An employee whose application for transfer has been accepted will only be permitted to withdraw such application for just cause as provided for in Rule 47.4(h), or by agreement between the employee and the Company.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

CP RAIL

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

Referring to discussion held in 1971 Clause 5(d),  
Vacations, of the Memorandum of Settlement signed at  
Montreal on April 8, 1971 which provides for extension of  
the recognized vacation period from March to November.

This will confirm the understanding given that it is not  
the intention of the Companies to utilize this new rule  
unnecessarily and the extended period provided for will  
be used in whole or in part to the extent necessary to meet  
the Companies' operational requirements and subject  
to the Companies' decision on their need to supply relief.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations



CP RAIL

Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

The following letter will be sent to line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlor Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their

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tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorm.

The nature of work in which the Running Trades and Sleeping, Dining and Parlor Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the collective agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

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APPENDIX XI

December 15, 1985

Mr. J.M. Kearns  
National President, Canadian Division  
Brotherhood Railway Carmen  
of the United States and Canada  
1729 Bank St., Room 306  
Ottawa, Ontario  
K1V 7Z5

Dear Sir:

This is in connection with the recently concluded negotiations wherein the parties agreed to implement an employment security program covering employees with eight or more years of service affected by Company-initiated Article VIII changes. As part of the settlement, the parties also agreed to closed period discussions with respect to implementation of certain features of the employment security program.

In the discussions leading up to this closed period commitment, the Associated Railway Unions reiterated a point that had been made to the Company throughout the negotiations. This was the belief of the Shopcrafts that Article VIII notices are not being served in instances where they should be. In this respect, the Unions alleged that situations arise where individuals are laid off as a result of non-Article VIII changes with some expectation of recall, but then are not recalled since in the interim, technological, operational or organizational changes are effected at the work place, the result of which is that their old positions become permanently redundant. Because such individuals were

not adversely affected in the first place by an Article VIII change and were never given a notice, they would not then be covered by the employment security provisions.

During the discussions, the Company stated that it was prepared to look at the above concerns of the Unions as they relate to an employment security program covering solely Article VIII changes. The Unions, in their turn, did not object ~~per se~~ to an employment security program so oriented. However, they did request the establishment of **some** means of investigating the types of situations identified in the paragraph above.

As a result of this, the Company agreed that the closed period discussions would also encompass this concern of the Unions. The Company therefore stated that where the Unions could identify specific situations where they felt that individuals would have been recalled to work, except for an intervening Article VIII change, the parties would so investigate. It was agreed that such investigations would be conducted by Company and Union officers at the System level.

**I**f following such investigation it is determined that there are employees continuing on layoff directly as a result of an intervening Article VIII change of the nature described above, then the parties agree that **all** the rights and benefits accruing to employees adversely affected by an Article VIII change will apply to such individuals. Likewise, to the extent relevant, the employment security provisions will also apply.

If the parties, following an investigation, are unable to agree that the employees are continuing on layoff directly as a result of an intervening Article VIII change, then the Union may pursue the issue in the manner provided for in Article 3.8 of the **Job** Security Agreement.

If you concur with the above, please so signify.

Yours truly,

(Sgd.) D.V. Brazier  
Assistant Vice-President  
Industrial Relations

I concur:

(Sgd.) J.M. Kearns  
National President  
Canadian Division  
Brotherhood Railway Carmen  
of the United States and Canada

**APPENDIX XII**

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December 15, 1985

Mr. J.M. Kearns  
National President, Canadian Division  
Brotherhood Railway Carmen  
of the United States and Canada  
1729 Bank St., Room 306  
Ottawa, Ontario  
K1V 7Z5

Dear Mr. Kearns:

This has reference to our discussions with respect to the inspection and testing of air brakes on freight and passenger cars and is further to the letter to you of today's date from Messrs. Brazier and Bartley.

During these discussions you expressed concern that, in a number of instances in the past, the Company had permanently reassigned the above duties resulting in adverse effects on employees whom you represent. You further indicated concern that there had not been any discussion between representatives of your organization and Company Officers prior to such changes being implemented. You also expressed a desire to establish a forum to discuss with senior Mechanical Department Officers matters of general interest to the employees you represent.

After carefully considering your comments, this is to advise you that, without prejudice to any such transfers which occurred in the past, any such transfers in future which result in adverse effects on employees which you

represent, will be subject to a notice pursuant to Article 8.1 of the **Job Security Agreement**. As you know, an 'Article 8' notice must **be** served at least three months in advance of a particular change. This advance notice period will provide an ample opportunity for discussions pursuant to Article 8.4 of that Agreement prior to the effective date of the change.

In addition, senior Mechanical **Officers** will **be** pleased to meet **with** senior **Officers** of your organization in March and September each **year** for a general discussion on matters related to the Carmen's organization. This will not preclude meetings at other times if necessary and is subject only to mutual agreement on the actual dates and time.

Finally, I continue to be available to discuss labour relations issues affecting your organization with you at any time.

Yours truly,

(Sgd.) D.V. Brazier  
**Assistant Vice-President**  
Industrial Relations

Montreal, April 27, 1989.

Mr. B.R. McDonagh  
System General Chairman  
Brotherhood Railway Carmen  
of Canada  
Suite 2  
2634 Shaughnessy St.  
Port Coquitlam, B.C.  
V3C 3G6

Dear Mr. McDonagh:

This has reference to our discussions concerning the letter contained as Appendix XIII in the Collective Agreement.

With regard to that portion of the letter which relates to Demands Nos. 2 and 3 served on the Company by your organization on April 8, 1985, it is understood that the following will apply at the locations listed in Appendix 'A' for the period from April 27, 1989 to December 31, 1991:

Carmen will be maintained as certified car inspectors at those locations where presently employed as such, pursuant to Section 7(1)(a) of the Schedule, entitled 'Railway Freight Car Minimum Inspection and Safety Standards': as attached to Order No. 37228 issued by the Railway Transport Committee on September 26, 1984.



It is further understood that **these** certified car inspectors will continue **to** perform the related **No, 1** air brake tests on freight trains as are presently **being** performed by them.

Any proposed changes in the designated locations in Appendix 'A' that **are** subsequently **filed** by the Company with **the** Railway Transport Committee shall also **be** furnished *to* the Union.

If the foregoing meets with your concurrence, will you please so indicate in **the** space provided

Yours truly,

(Sgd) D.V. Brazier  
**Assistant Vice-President**

(Sgd) G.W. Bartley  
Chief Mechanical Officer  
Industrial Relations

I concur:

(Sgd) B.R. McDonagh  
System General Chairman  
Brotherhood Railway Carmen  
of Canada

APPENDIX "A"

of letter dated April 27, 1989.

Eastern Business Unit	
Kentville, N.S.	Schreiber, Ont. (Kimberley
Saint John, N.B.	Clark Woodchip only.)
St. Luc, Que.	White River (Woodchip)
Toronto, Ont. (see Note 1)	Sault Ste. Marie, Ont.
Sudbury, Ont.	London, Ont. (Interchange)
Windsor, Ont.	Chatham, Ont. (Interchange)
Chapleau, Ont.	North Bay, Ont.
(Originating trains only)	

Western Business Unit	
Thunder Bay, Ont.	Sutherland, Sask.
Winnipeg, Man.	Moose Jaw, Sask.
Brandon, Man. (local	Lethbridge, Alta.
Hydro cars)	Cranbrook, B.C.
Edmonton, Alta.	Nelson, B.C.
Calgary, Alta.	(Woodchip cars only)
Golden, B.C. (South Yard)	Coquitlam, B.C.
Vancouver (E&N traffic	
and transfer)	

Note 1: For the purposes of this letter, Toronto, Ont. includes Agincourt Yard, Obico and Lambton.

It is not the intent that the foregoing will result in Certified Car Inspectors at the aforementioned locations being assigned any duties in addition to those which they were performing at each of those locations on the date of this letter.

April 27, 1989.

APPENDIX XIV

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Montreal, Quebec, March 11, 1987

Mr. S.A. Horodyski  
National President  
Canadian Division  
Brotherhood of Railway Carmen  
of the United States and Canada  
Suite 306  
1729 Bank St.  
Ottawa, Ont.  
K1V 7Z5

Dear Mr. Horodyski:

This has reference to discussions during 1982 contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Craft concerned will meet to see if arrangements can be made to provide employment to the employee concerned within the existing work force. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that he is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able bodied employee ~~so long as~~ he remains on that position except when a Senior employee is otherwise unable to hold a position within his seniority terminal.

Should *the* disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise Seniority rights. When a senior able bodied employee believes that ~~the~~ provisions of this letter will result in undue hardship, ~~the~~ General Chairman may discuss ~~the~~ circumstances with the Company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,

(Sgd.) I.J. Waddell  
Manager  
Labour Relations

I concur:

(Sgd.) S.A. Horodyski

CP Rail

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**Subject:** Protection of Employees Working on or about Trains, Locomotives or Cars in Yards or on Repair Tracks

**Issue:** Road and Shop Employees

**Regulation:** G-2-1

**Date:** July 1983

**Supersedes:** April 1983

**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, locomotives or cars in yards or on repair tracks.

**2. Responsibility**

It is the responsibility of the Regional Mechanical Officers/Works Managers to whom this regulation is issued to ensure compliance with its provisions.

**3. General**

This regulation conforms to the requirements of General Order No. 0-8 of the Canadian Transport Commission and to Rule 26 of the Uniform Code of Operating Rules.

**4. Application of Blue Signals**

a) Regular Repair Tracks

- 1) Where repair tracks are coupled up at both ends, a standard Blue Flag suspended from a staff clamped to 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 men commence work.

2) Where repair tracks are coupled up at one end only, the same protection is required at the end of each track that is coupled to the lead.

3) Foreman or other assigned responsible employee 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 locks and Blue Signals 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, and must re-apply locks and Blue Signals immediately after switching is completed and before work is resumed. For United States locations see Item 9 for additional rules.

#### **b) Shop Tracks**

1) 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 4(a).

2) 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.

c) Flat Traffic Yards (Manually operated switches)

1) Employees before making inspection or performing minor repairs on or about cars or locomotives on tracks equipped with manually operated switches, must display the Blue Flag by day and the Blue Light by night at a reasonable distance but no less than 4.5 metres (15 feet) in advance of both ends of such cars or locomotives until all work is completed, after which Blue Flags and Lights must be removed.

2) Employees expecting to be placed in a hazardous position while servicing, loading, unloading or cleaning cars and cabooses, on tracks equipped with manually operated switches, must display the Blue Flag by day and the Blue Light by night at a reasonable distance but no less than 4.5 metres (15 feet) in advance of both ends of such @ or cars and locomotives, until all work is completed, after which Blue Flags and Lights must be removed.

3) All equipment requiring extensive repairs which make 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 so, workmen required to make extensive repairs must ensure switches are lined so as to prevent movement onto the track. The workmen must personally apply a special lock; Blue Signals must be displayed, and in addition to this the Yard Foreman or Yardmaster, if any, must be notified of the action taken. After the completion of repairs the Blue Signals and locks must be removed by the workmen and the Yard Foreman or Yardmaster, if any, must be advised that repairs have been completed and track is released.

**d) 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.

**e) Hump and Flat Traffic Yards (Equipped with remotely controlled power switches)**

The supervisor or other designated responsible person who assigns workmen to work on cars or locomotives 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.

**f) Sidings or Other Tracks at Other Than Terminal Points**

Employees making repairs to cars, locomotives or other units of work equipment, on a siding or other track, at other than terminal points, must first display a Blue Signal on lead end of dead-end tracks and at both ends of sidings and take any other precautions deemed necessary to ensure their maximum safety. Before undertaking this work they must notify operator, where practicable, or Train Dispatcher and secure assurance that any instructions to train crews which may be necessary have been issued. Upon completion of the work, Blue Signals must be removed and operator or Train Dispatcher notified that repairs have been completed.



#### **g) 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 same staff,

#### **5. Display of Blue Signal**

##### **Class of Workmen**

- 1)** Each class-of-workmen must display Blue Signals and the same class-of-workmen are alone authorized to remove them.
- 2)** Within each class-of-workmen the foreman or other responsible person as designated by the Supervisor in charge will display and remove Blue Signals.
- 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.

#### **6. Blue Signal**

##### **Requirements**

- 1)** Display the Blue Flag by day and the Blue Light by night at a height of 1.5 metres (5 feet) above rail level on a **steel** frame secured to the rail; the day signal must be of rigid material of minimum dimensions of 55 cm. (22 in.) by 70 cm. (28 in.), with rounded corners, painted on both sides, royal blue with a border of white 40 mm. (1 1/2 in.) in width.
- 2)** Details of the Blue Flag to be used on CP Rail are shown on Drawings B-10-B-405 and B-10-B419A.

## 7. 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.

## 8. Violation

### Reporting

Violation of 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,

## 9. U.S. Application in Addition to the Foregoing

At terminals located in the United States, the following **Federal Railroad** Administration regulations apply:

- 1) FRA No. 218.23 (4b). Blue Signals must be displayed **by** each craft or group of workers and may only be removed **by** the same **craft** or group that displayed them.
- 2) FRA No. 218.25(b). On a main track, if locomotive(s) are included in equipment being protected, a blue signal must be applied to control stand of controlling locomotive. Refer to CP Rail drawing No. B-10-B-634.
- 3) FRA No. 218.29(a4) and (b3). At diesel service and car repair tracks instead of closing the full track, a portion of the track may be protected with derails **if**

speed is restricted to not more than 8 km/h (5 MPH). Derail must then be 15 m. (50 ft.) from end of equipment being protected, locked in derailing position and a Blue Flag displayed at the derail.

4) FRA No. 218.29(c). ~~At~~ other than locomotive service track, car shop repair track or main track, section (3) above applies except that the distance from the end being protected to the derail must be 45 m. (150 ft.).

5) FRA No. 218.30(a). After the operator of the ~~remotely~~ controlled witches has received the notification required, he must line each remotely controlled switch against movement to that track and apply an effective locking device to the level, button, or other device controlling the switch before he may inform the employee in charge of the workmen that protection has been ~~provided~~.

FRA No. 218.30(b). The operator may not remove the locking device unless he has been informed by the person in charge of the workmen that it is ~~safe~~ to do so.

FRA No. 218.30(c). Operators of remote control Switches must maintain for 15 days a written record of each ~~notification~~ which contains the following information:

- 1) The ~~name~~ and ~~craft~~ of the employee in charge who ~~provided~~ the ~~notification~~;
- 2) The number or other designation of the track involved;
- 3) The date and time the operator notified the employee in charge that protection had ~~been~~ provided in accordance with paragraph (a) of this section: and
- 4) The date and time the operator ~~was~~ informed that the work had ~~been~~ completed and the name and ~~craft~~ of the ~~employee~~ in charge who ~~provided~~ this information.

WITHOUT PREJUDICE

**MEMORANDUM OF AGREEMENT BETWEEN  
CANADIAN PACIFIC LIMITED (CP RAIL), TORONTO  
HAMILTON AND BUFFALO RAILWAY COMPANY  
(T.H. & B.) AND THE CANADIAN DIVISION,  
BROTHERHOOD RAILWAY CARMEN OF THE U.S.  
AND CANADA, (THE UNION) REGARDING  
INTEGRATION OF THE TORONTO, HAMILTON AND  
BUFFALO RAILWAY COMPANY EMPLOYEES INTO  
CP RAIL (LONDON DIVISION)**

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It is agreed:

1. Effective January 1, 1987, Rule 23.2 of Wage Agreement No. 51, as it applies to the Union, is amended to delete the words "Toronto, Hamilton and Buffalo Railway" and "System":
2. The Basic Seniority territory pursuant to Rule 23.2 of Wage Agreement No. 51 for employees represented by the Union employed on the former T.H. & B. territory on December 31, 1986 will remain unchanged.
3. The Basic Seniority territory, pursuant to Rule 23.2 of Wage Agreement No. 51 for employees represented by the Union employed on the London Division of CP Rail on December 31, 1986, will remain unchanged.
4. The Basic Seniority Territory pursuant to Rule 23.2 of Wage Agreement No. 51 for an employee commencing work subsequent to January 1, 1987 on the London Division will be the entire Division including the former T.H. & B. territory.

5. The entire London Division (including the former T.H. & B. territory) will be the applicable seniority territory pursuant to Rule 23.2 of Wage Agreement No. 51 for an employee covered by paragraph 2 or 3 above who exercises his seniority pursuant to Rule 23.13, to another basic seniority territory subsequent to January 1, 1987. Notwithstanding the foregoing, such an employee who exercises his seniority pursuant to Rule 23.18 and subsequently accepts recall to his home seniority terminal pursuant to Rule 23.20 shall retain all rights pursuant to this Memorandum of Agreement.

6. The Basic Seniority territory for Job Security purposes for employees represented by the Union formerly employed on the former T.H. & B. and London Division of CP Rail respectively, as of December 31, 1986, will remain unchanged. For employees moving from one territory to another or commencing work on or subsequent to January 1, 1987, the Basic Seniority territory for Job Security purposes will be the entire London Division.

7. All references to the Toronto, Hamilton and Buffalo Railway in Wage Agreement No. 51, as it applies to the Union, are deleted.

8. Eligible T.H. & B. employees covered by this Memorandum of Settlement will be allowed to buy back service prior to January 1, 1966 for pension purposes, subject to the provisions in Appendix "A" (See Note 1).

9. It is agreed by the parties that since the provisions of this Agreement are intended to integrate employees of the T.H. & B. Railway Company with CP Rail on a fair

and equitable basis, the provisions of Section 144 of the Canada Labour Code will not be invoked by any of the signatories hereto and such provisions are hereby expressly waived by said signatories.

Signed at MONTREAL, Quebec. this 25th day of February 1987.

For the Company:

For the Union;

I.J. Waddell  
Manager  
Labour Relations  
CP Rail

B. McDonagh  
System Deputy  
Brotherhood Railway  
Carmen

R.A. Decicco  
(for) General Manager  
T.H. & B. Railway Company

S.A. Horodyski  
National President  
Brotherhood Railway Carmen

Note 1: Appendix "A" does not, pursuant to paragraph 7 of that Appendix, form part of this Wage Agreement.

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**APPENDIX XVII**

Montreal, May 26, 1989

Messrs.: G.W. Bartley  
E.S. Cavanaugh  
J.M. White

This has reference to the recently concluded negotiations with the Associated ~~Shopcraft~~ Unions.

One of the demands submitted by the Unions proposed changes in the existing seniority protection provisions for employees holding ~~official~~ or excepted ~~positions~~. The demand read:

"For those organizations so desiring, removal of employees holding ~~official~~ or excepted positions from the seniority list'

As you know, the Master Agreement of August 24, 1988 between the Company and the ~~IAM, IBEW, SMWIA, UAP~~ and ~~IBF&O~~ contained revised seniority protection provisions for promoted ~~employees~~ represented by those organizations. In the Master Agreement signed today, the same provisions have been extended to the BRC and ~~IBB~~ in resolution of the demand.

During the discussions, the Unions expressed strong concerns with respect to the word "~~continuous~~" contained in the first sentence of the second part of the Rule. This is the sentence that reads:

"An employee who subsequent to September 25, 1988 is promoted for a period of one continuous year to an ~~official~~ or any position with the railway which is excepted ~~from~~ any provision of this or any other

Collective Agreement will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority on that seniority list."

The Unions claim that the Company could circumvent the application of the Rule by returning an employee to the bargaining unit shortly before the completion of a year outside of the bargaining unit. Shortly thereafter, the employee could be re-promoted but with no freezing of seniority inasmuch as the employee has not been promoted for a "continuous year".

We advised that while we do temporarily promote employees and subsequently return them to the bargaining unit in keeping with operating needs, it would be counter to the intent of the Rule to return an employee to the bargaining unit to, simply neutralize the provision. We indicated to the Unions that we would review any specific examples which they may have of such claims.

A second concern of the Unions relates to the fourth part of the Rule which deals with temporary promotion. The Rule requires, in part, that, "... the Company shall advise the respective local representative of the crafts concerned of such promotion, including the expected duration thereof." The Unions claim that such advice is not always being given.

The whole issue of seniority protection for promoted employees is of much concern to the Unions involved in these negotiations. It was only following protracted discussion and my assurance that their concerns would be brought to your attention that the matter was resolved.



**Please** ensure that each of your officers responsible for application of these provisions are aware of the concerns outlined above and that they are applying them in the manner intended.

I have advised the Unions that should any of them be of the view that the Rule is not being properly administered in future, I will be prepared to meet with them in an effort to resolve any difficulties.

Please contact me if you have any questions.

(Sgd) I.J. Waddell  
Manager  
Labour Relations

**c.c.:**

Mr. S. A. Horodyski

**APPENDIX XVIII**

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May 26, 1989.

Mr. S. A. Horodyski  
Chairman  
Associated Shopcraft Unions  
1729 Bank Street  
Ottawa, Ontario  
K1V 7Z5

Dear Mr. Horodyski:

This has reference to the Unions' demand concerning Rule 23.12. The demand reads:

"Clarify and if necessary modify to reflect the proper intent of the Rule."

Notwithstanding the fact that there was protracted discussion during the negotiations with respect to the above demand, we were unable, because of the number of local practices and arrangements, to conclude the matter, on a system-wide basis, in a mutually agreeable manner prior to signing the Master Agreement today.

Accordingly, it was agreed that the application of the Rule at any seniority terminal identified by one of the Unions concerned would be discussed during the closed period between local officers and representatives

of that Union. The objective of the discussions is to develop mutually satisfactory staffing arrangements involving the application of **Rule 23.12** at the terminals so identified.

Please indicate your concurrence in **the** space **provided**.

Yours truly,

(Sgd) I.J. Waddell  
Manager  
Labour Relations

**Concur:**

(Sgd) S.A. Horodyski  
Chairman