

# COLLECTIVE AGREEMENT

Between

ALSTOM TRANSPORT SERVICES

CALGARY, ALBERTA

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And

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION  
AND GENERAL WORKERS UNION,  
CAW LOCAL 101

In respect of  
Rates of pay, work hours and conditions of service,  
For all classifications represented by the  
CAW-TCA Canada, Local 101.

EFFECTIVE: JANUARY 1, 2006 THROUGH APRIL 30, 2011  
TO BE UPDATED AND REVISED IN LINE WITH THE CAW/CPR  
COLLECTIVE AGREEMENT AS NEGOTIATED FROM TIME TO TIME

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## TABLE of CONTENTS

<u>Rule</u>	<u>Description</u>	<u>Page</u>
Rule 1	Hours of Work and Meal Period . . . . .	1
	Work Hours for Ogden Shops . . . . .	1
Rule 2	Overtime . . . . .	1
	Work Assigned Rest Days/Time off in Lieu of Overtime . . . . .	2
Rule 3	Assignment of Rest Days . . . . .	2
Rule 4	. . . . .	2
Rule 5	Overtime and Calls . . . . .	2
	Work on Saturdays and Sundays . . . . .	3
	Work During Meal Period . . . . .	4
	Equalizing Overtime . . . . .	4
	Changing Shift . . . . .	4
Rule 6	. . . . .	5
Rule 7	Temporary Transfers . . . . .	5
Rule 8	Intentionally Left Blank . . . . .	5
Rule 9	Intentionally Left Blank . . . . .	5
Rule 10	Intentionally Left Blank . . . . .	5
Rule 11	Temporarily Replacing Other Employees . . . . .	5
Rule 12	Working Foremen . . . . .	6
Rule 13	Promotion to Position of Foreman . . . . .	6
Rule 14	Promotion to Position of Leading Hand . . . . .	6
Rule 15	Leave of Absence . . . . .	6
Rule 16	Absence From Work . . . . .	7
Rule 17	Disabled Employees . . . . .	7
Rule 18	Attending Court or Coroner's Inquest . . . . .	8

<b>Rule</b>	<b>Description</b>	<b>Page</b>
Rule 19	Pay Procedures . . . . .	8
Rule 20	Shop Close Down . . . . .	8
Rule 21	Deduction of Union Dues . . . . .	8
Rule 22	Employees Required to Work When Shop Closed Down Due to Breakdown in Machinery. etc . . . . .	10
Rule 23	Seniority . . . . .	10
Rule 24	Assignment of Work . . . . .	18
Rule 25	Labourers Performing Helpers' Work . . . . .	18
Rule 26	Employee Parking . . . . .	18
Rule 27	Temporary Foreman/ Supervisor . . . . .	19
Rule 28	Investigations and Grievance Procedure . . . . .	19
Rule 29	Arbitration . . . . .	23
Rule 30	Jury Duty . . . . .	23
Rule 31	Trades Modernization/Skilled Trades . . . . .	24
	Apprenticeship Training . . . . .	24
	Manager of Training . . . . .	25
	New Technology . . . . .	25
	Apprentice Program	
	Apprenticeship Standards . . . . .	25
	Purpose . . . . .	26
	Definitions . . . . .	25
	Application . . . . .	26
	Apprenticeship Eligibility Requirements . . . . .	26
	Credit for Previous Experience . . . . .	27
	Term of Apprenticeship . . . . .	27
	Probationary Period . . . . .	27
	Hours of Work . . . . .	27
	Ratio . . . . .	27
	Discipline . . . . .	27
	Wages . . . . .	28
	Academic Training . . . . .	28

<b>Rule</b>	<b>Description</b>	<b>Page</b>
	Left Blank . . . . .	28
	Seniority . . . . .	29
	Certificate of completion of Apprenticeship . . . . .	29
	Schedule of Work Process . . . . .	29
	Journeyman/Woman . . . . .	29
	Contractual Journeyman/Woman . . . . .	30
	Canadian Skilled Trades Council Lines of Demarcation– Disputes Mechanism . . . . .	30
	Left Blank . . . . .	31
	Left Blank . . . . .	31
	Payment of Skilled Trades Committees . . . . .	31
	Apprenticeship Hours . . . . .	31
	Helpers and Trainees . . . . .	31
	Left Blank . . . . .	31
Rule 32	Hourly Rates of Pay and Shift Differentials . . . . .	31
	Basic Rates of Pay . . . . .	31
	Shift Differentials . . . . .	34
	Labourer Lead Hand . . . . .	34
Rule 33	Moved to Rule 44	
Rule 34	Moved to Rule 44	
Rule 35	Bulletin Boards . . . . .	34
Rule 36	Medical Examinations and Reports . . . . .	35
Rule 37	Procedure . . . . .	35
Rule 38	Moved to Rule 44	
Rule 39	Use of Private Automobile . . . . .	35
Rule 40	Additional Help . . . . .	35
Rule 41	Scrapping Work . . . . .	35
Rule 42	Moved to Rule 44	
Rule 43	Human Rights . . . . .	35
	Union Handling of a Complaint Under Rule 43 investigation . . . . .	37
		37

<b>Rule</b>	<b>Description</b>	<b>Page</b>
Rule 44	Safety and Health	38
	Company Duties	38
	Protection of Employees	38
	Joint Health, Safety and Environment Committee	38
	Union, Safety, and environment Committee Co-Chair	40
	Dangerous Circumstances	40
	Right to Refuse	41
	No Disciplinary Action	41
	Whistleblower Protection	42
	Education and Training	42
	Personal Injuries	42
	Accident and Incident Investigations	42
	Disclosure of Information	43
	Monitoring	43
	Toxic Substances and Waste Reduction	44
	Right to Accompany Inspectors	44
	Access to Workplace	44
	National Day of Mourning	45
	Ventilation	45
	Noise Abatement	45
	Vibration	45
	Heat Stress	46
	Ergonomics	46
	Visual Display Terminals	46
	Conditions of Shop, etc.	46
	Protective Clothing and Equipment	46
	Equipment Lockout	47
	Protection of Employees working on or about Trains, Locomotives, or Cars in Yards or on Repair Tracks	47
	Confined Space Entry	50
	Hand Protection Policy	51
	First Aid Attendants	51
	Health and Safety Policy Committee	52
	Complaint Procedure	53
	Safety Program	53
	System Health & Safety Coordinator	53
Rule 45	Bereavement Leave	54
Rule 46	General Holidays	54
	No Work Performed on General Holiday	56
	Work Performed on General Holiday	57

<b>Rule</b>	<b>Description</b>	<b>Page</b>
Rule 47	Annual Vacation . . . . .	57
Rule 48	Employee Benefit Plan. . . . .	60
Rule 49		
Rule 50		
Rule 51		
Rule 52	.....To be amended when Skilled Trades is finalized.....	
Rule 52A	Carmen's Craft Special Rules . . . . .	
Rule 52B	Machinist's Craft Special Rules . . . . .	
Rule 52C	Sheet Metal Workers' Craft Special Rules . . . . .	
Rule 52D	Boilermakers & Blacksmiths Craft Special Rules . . . . .	
Rule 52E	Electrical Workers' Craft Special Rules (Including Road and Terminal Electricians).....	
Rule 52F	Pipefitters' Craft Special Rules . . . . .	
Rule 52G	Diesel Service Attendant. . . . .	
Rule 53	Contracting Out. . . . .	84
Rule 54	Intentionally Left Blank	
Rule 55	Incidental Work. . . . .	87
Rule 56		
Rule 57	Revision of Rules. . . . .	87
Rule 58	Scope of General And Special Rules . . . . .	88
Rule 59	Printing and Proof Reading of Agreements . . . . .	88
Rule 60	Use of Masculine Gender . . . . .	88
Rule 61	Duration of Agreement. . . . .	88
Signing Page	.....	89

<b>Appendix</b>	<b>Description</b>	<b>Page</b>
1	Qualification for working Overtime	Nov 15, 1996 . . . . . 83
2	Interpretation of Rules 23.11, 23.13 and 23.16	Nov 15, 1996 . . . . . 84
3	Application of Rules 23.11, 23.12 and 23.13	Nov 15, 1996 . . . . . 85
4	Intentionally Left Blank	. . . . . 86
5	Application of Rule 31	Nov 15, 1996 . . . . . 87
6	Annual Vacation in Main Shop	Nov 15, 1996 . . . . . 88
7	Annual Vacation	Nov 15, 1996 . . . . . 89
8	Unable to Report / Snow Conditions	Nov 15, 1996 . . . . . 90
9	Annual Vacation Table	Feb 11, 2005 . . . . . 92
10	Development of a Benefits Booklet	Feb 11, 2005 . . . . . 93
11	Certified Car Inspectors (& Attachment I)	July 24, 1995 . . . . . 94
12	Disabled Employees	Nov 15, 1996 . . . . . 96
13	Intentionally Left Blank	. . . . . 98
14	Seniority - Excepted Positions	May 26, 1989 . . . . . 99
15	Intentionally Left Blank	. . . . . 101
16		. . . . . 102
17		. . . . . 103
18	Duly Authorized Representatives	Feb 11, 2005 . . . . . 104
19	Annual Vacation	Feb 11, 2005 . . . . . 105
20	Work Life and Family Balance Issues	Feb 11, 2005 . . . . . 106
21	Diesel Service Attendants	Feb 11, 2005 . . . . . 107
22	Seniority Lists. Rule 23.5	Feb 11, 2005 . . . . . 108
23	Equalizing Overtime	Dec 11, 2003 . . . . . 110
24	Intentionally Left Blank	. . . . . 112
25	Intra Transfer Road Electricians	Dec 13, 1976 . . . . . 113
26	Human Rights Training	July 24, 1995 . . . . . 115
27	Health and Safety Coordinator	Mar 12, 2001 . . . . . 116
28	Seven day operation of Ogden and Ogden Shops	May 4, 1995 . . . . . 118
29		
30	Conducting of Job Safety Analysis	Sept 8, 1998 . . . . . 121
31	Employment Equity - Mechanical Services Group	Sept 1, 1998 . . . . . 122
32	Human Rights/Employment Equity (HR/EE) Committee	Sept 8, 1998 . . . . . 124
33	CAW Representatives	Mar 12, 2001 . . . . . 125
34	Intentionally Left Blank	. . . . . 126
35	Cumulated Compensated Service for Union Officers	Sept 8, 1998 . . . . . 127
36	Cumulated Compensated Service	Mar 12, 2001 . . . . . 128
37	Overtime Levels	Mar 12, 2001 . . . . . 129
38	CAW Trainers Policy	Feb 11, 2005 . . . . . 130
39	Union Concerns in Regard to Contracting Out	Mar 12, 2001 . . . . . 131

<b>Appendix</b>	<b>Description</b>	<b>Page</b>
40	Driver's License Training Policy	Mar 12, 2001 . . . . . 133
41	Rule 27.1	Mar 12, 2001 . . . . . 134
42		135
43		136
44	Alternate Shift Schedules	Feb 11, 2005 . . . . . 138
45	Trades Modernization- Skilled Trades	Jun 11, 1996 . . . . . 140
46	Skilled Trades	Feb 11, 2005 . . . . . 149
47	Establishing an Employee LTD Plan	Feb 11, 2005 . . . . . 151
48	Mutual Benefits Opportunities Program	Feb 11, 2005 . . . . . 152
49	Diesel Service Attendants and Labourers	Feb 11, 2005 . . . . . 157
50	Employees on Leave of Absence	Sept 8, 1998 . . . . . 161
51		
52		
53	Paid Union Reps at Ogden	June 14, 2002 . . . . . 164
54	Possible Roving Crew Development	.....165
55	The Establishment of Core Alstom Work	.....166
56	Jurisdiction of Ogden – (Federal)	.....167
57	Application of CP Rules and Committees	.....168
58	Ration of Apprentices to Trades Persons	.....170
59	Integration of work – How done	.....171
60	Regarding Supplemental Help	.....173
61	Winding work Agreement	.....174
62	Protected employee in Winding Shop	July 11, 2002 . . . . . 175
63	Contracting out as it relates to Alstom	.....176
64	First Consideration-CP Employees	.....178
65	Definition of Alstom Work	December 12, 2002...179
66	Settlement Agreement (CIRB)	October 23, 2006 . . . . . 180



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

**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 shall be paid on the hourly basis.

### **WORK HOURS FOR OGDEN 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. or 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** 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.

## **RULE 2 OVERTIME**

**2. 1** All overtime continuous with regular hours or regularly assigned or 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 shall apply after an employee has actually performed 16 hours' service in any 24-hour period computed from the time the employee actually commenced work.

**2. 3** Except as otherwise provided, 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.

**2. 4** There shall be no overtime on overtime; neither shall overtime hours paid for or credited, other than hours not in excess of eight paid for or credited on holidays or for changing shifts, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

**2. 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/TIME OFF IN LIEU OF OVERTIME**

**2. 6** Employees may elect time off for overtime worked in lieu of payment at time and one-half. A maximum of 32 hours at the time and one-half rate may be accumulated at any given time for the purposes of time off and a maximum of 40 accumulated straight time hours may be taken as time off in any given instance. While the accumulation and taking of time off in lieu to payment at the overtime rate must be mutually agreed to between supervisors and employees, the final determination will be at the discretion of the supervisor according to the requirements and exigencies of the service.

Employees shall not be entitled to receive payment from banked overtime for absences where mutual agreement has not been reached.

Requests for time off under this rule shall not be arbitrarily refused and may be appealed by the Regional Representative of the Union to the appropriate District Manager.

An employee who accumulates overtime to be taken as time off may later elect to be paid for such overtime rather than take it as time off

**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 Company.

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

**3. 1** Except as may be provided herein employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive. Preference shall be given to Saturday and Sunday.

### **RULE 4 Intentionally left blank:**

### **RULE 5 OVERTIME AND CALLS**

**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.

**5. 4** Employees called or required to report for work and reporting 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. 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. 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.

#### **5.8 Moved into Rule 5.7**

**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 shall not be required to attend formal investigations outside their regular working hours except in extenuating circumstances and not even then if the employee has advised, in advance of such formal statement, of his/her inability to remain beyond regular working hours.

**5. 11** Insofar as practicable helpers shall not be employed or advanced temporarily to do mechanics' work -- when mechanics are available -- to avoid the necessity of payment for overtime.

#### **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 double time 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 therefore.

#### **EQUALIZING OVERTIME**

**5. 14** When it becomes necessary for employees in a classification to work overtime they shall not be laid off during regular working hours to equalize the time.

Employees shall not work two (2) consecutive rest days (holidays to be considered as rest days).

All overtime shall be distributed equally. (see Appendix 1). The Company shall keep records of all overtime worked and by whom it was worked. Such records of overtime worked shall be updated on a weekly basis, using a computerized spread sheet program or other means where not available. These records shall be provided to the duly authorized local union representative.

In situations of overtime the need for immediately qualified employees is recognized by the parties. Employees will not be denied overtime opportunities in situations where very little familiarization is required.

All hours worked on a general holiday, (except when regular position(s) or otherwise required to protect the holiday), and general shop/terminal overtime shall be included in the equalization of overtime.

At the end of each calendar year, overtime hours worked as recorded on the equalization lists and supplementary overtime board(s) shall be rationalized in the following manner:

(a) the employee with the lowest hours shall have his/her hours reduced to zero

(b) all other employees shall have their total recorded hours reduced by an amount equal to the amount reduced in (a) above.

Employee(s) temporarily promoted to an official or expected position will have all hours over 80 hours per pay period charged against their respective name(s) on the overtime equalization list upon returning to the bargaining unit.

The Company and the Union Representatives shall jointly investigate situations or circumstances where employees have been denied overtime opportunities and arrange for mutually satisfactory solution where required.

## **CHANGING SHIFT**

**5. 15** 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) shifts 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.

**5. 16** Where there are temporary vacancies of more than three days, the Company must call laid off employees who are qualified and are laid-off in the terminal where such vacancies exist. For the purpose of this provision a laid-off employee is an employee who is not working at that time. This provision applies to planned overtime only.

## **RULE 6 INTENTIONALLY LEFT BLANK**

## **RULE 7 TEMPORARY TRANSFERS**

**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 ship 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 traveling. If on

arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

**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 lodgings 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 traveling 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 INTENTIONALLY LEFT BLANK**

#### **RULE 9 INTENTIONALLY LEFT BLANK**

#### **RULE 10 INTENTIONALLY LEFT BLANK**

#### **RULE 11 TEMPORARILY REPLACING OTHER EMPLOYEES**

**11. 1** When employees covered by this Agreement are required to fill the place of another employee for more than one hour, or more than once on a shift, they shall receive the higher rate, if applicable, for all time worked with a minimum of one hour's pay, but if required to fill, temporarily, the place of an employee receiving a lower rate, their rate will not be changed.

#### **RULE 12 WORKING FOREMEN**

**12. 1** Official, managerial or supervisory employees shall not be allowed to perform the work of bargaining unit members when the latter are available.

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

**13. 1** Employees in the service, if qualified, will be given preference for promotion to position as foremen when vacancies occur.

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

**14. 1** When vacancies occur in positions, such as leading hand supervising the work of a gang, such positions shall be bid within the classification in accordance with Rule 23.11 and/or 23.12 of this Collective Agreement. Local Union Representative to be consulted in each case.

**14. 2** A Leading Hand is an employee, having the necessary qualifications and experience in his trade to be able to direct and supervise the work of a group of employees under the supervision of a recognized Assistant Foreman or departmental Foreman. The duties of such Leading Hands are; to carry out instructions of his immediate supervisor as to workmanship on the tasks involved; to supervise tools and other equipment for the gang working under him; to assist his immediate supervisor in the ordering and seeing that material is made available for the

work; and where necessary and practicable, to 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 a Leading Hand will not be required to initiate or assess any disciplinary action.

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

**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 the duly authorized Local Representative of the Union.

**15. 2** Any employee engaging in other employment while on leave, except with consent of Management and the duly authorized Local Representative of the Union, 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.

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

**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 prior to the commencement of his/her shift.

Should an employee be required to leave work prior to the end of his/her shift, permission shall not be unreasonably denied.

#### **RULE 17 DISABLED EMPLOYEES**

**17. 1** The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

**17. 2** Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.

**17. 3** Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely.

**17. 4** In consideration of accommodating a disabled employee the following shall apply in the order listed below:

First, the disabled employee's present position shall be considered for modification,

Second, positions within the disabled employee's classification shall be considered,

Third, positions within the bargaining unit shall be considered,

Fourth, positions outside the bargaining unit shall be considered,

**17. 5** Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties. In situations involving lay-off or recalls from layoff, the provisions of Rule 23 will have priority over any special arrangements that may have been established to accommodate disabled employees.

**17.6** It shall be the responsibility of the Facility Manager and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

## **RULE 18 ATTENDING COURT OR CORONER'S INQUEST**

**18. 1** When attending Court as witnesses for the Company, or a Coroner's Inquest in which the Company is involved, employees will receive pay for all time lost at the home location, 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 location, away from home or traveling. 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 traveling during overtime hours, except that there shall be no pay for time spent sleeping when lodging is provided by the Company. Actual expenses will be allowed when away from home location and necessary expenses will be allowed when at home, including transportation when required. In such cases, witness fees or other allowances shall go to the Company.

## **RULE 19 PAY PROCEDURES**

**19. 1** Employees will be paid bi-weekly.

**19. 2** When an employee is short paid more than a half day's pay, a direct deposit 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. 3** 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. 4** All overtime earned shall be shown as a separate item on the pay cheques of employees.

## **RULE 20 SHOP CLOSE DOWN**

**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.

**20. 2** Positions assigned to shop maintenance shall be bulletined in accordance with Rules 23.11 and 23.12 of this Collective Agreement.

## **RULE 21 DEDUCTION OF UNION DUES**

**21. 1** The Company shall deduct on the payroll for the pay period which contains the 1st 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 monthly Union dues of the Organization, subject to the conditions and exceptions set forth hereunder.

**21. 2** The amount to be deducted shall be calculated as a factor of the rate of pay as dictated by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-TCA Canada), covering the position in which the employee concerned is engaged. 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 Company of notice in writing from the Organization of the basis of the regular monthly dues.

**21. 3** There shall be provision for an annual Skilled Trades premium deduction from the wages due and payable to each employee coming within the scope of that program.

**21. 4** 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 Company and of the Organization shall be excepted from dues deduction.

**21. 5** Membership in the Organization shall be available to any employee eligible under the constitution of the Organization on payment of the initiation or reinstatement 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. 6** Deductions for new employees shall commence on the payroll for the first pay period which contains the 1st day of the month.

**21. 7** If the wages of an employee payable on the payroll which contains the 1st 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 Company in such month. The Company 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.

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**21. 9** Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.



**21.10** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Organization as may be mutually agreed by the Company and the Organization not later than the 14th day of the month following that in which the dues are deducted.

**21. 11** The Company 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 Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Organization, the Company shall adjust the amount in a subsequent remittance. The Company'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. 12** The question of what, if any, compensation shall be paid the Company 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. 13** 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 Companies pursuant to Rule 21.1 of this Agreement, the parties shall cooperate 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 Organization counsel fees are incurred these shall be borne by the Organization. Save as aforesaid, the Organization shall indemnify and save harmless the Company from any loses, 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.**

**22. 1** Employees required to work when shops are closed down due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours and overtime for overtime hours.

## **RULE 23 SENIORITY**

**23. 1** A new employee shall not be regarded as permanently employed until he has completed 65 working 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:

Ogden Shops

**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: **(TO BE AMENDED ACCORDINGLY AS NEW TRADES ARE ESTABLISHED)**

Blacksmiths  
Boilermakers  
Trades Helper  
Coach Cleaners  
Crane Operators (Rule 52)  
Electrical Industrial/Construction  
Electricians  
Labourers  
Machinists  
Pipefitters  
Metal Fabricator/Welder (Rail Car Mechanic/Welder)  
Sheet Metal Workers  
Stationary Firemen

(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. INTENTIONALLY LEFT BLANK**
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 Regional Union Representative.

**23. 4** Seniority lists shall be updated and posted at the locations of all employees concerned, on or before June 15 and December 15 of each year. A copy of such list shall also be furnished to the duly authorized local representative, the respective Regional Vice-president and the President of Local 101.

**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.

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**23. 8** An employee temporarily set up as mechanic shall retain and continue to accumulate seniority on the helper's seniority list from which set up while working in the capacity of mechanic. Such a helper will not be recognized as holding any seniority as mechanic. A helper governed by this Rule 23.8 shall not be promoted to the permanent mechanics' seniority list of his craft except as may be provided for in the craft special rules.

**23. 9** (a) Should it be necessary to hire a mechanic who is not fully qualified, or should it be found after a mechanic is hired that he is not fully qualified, such mechanic shall be discharged

from the service immediately he can be replaced by a qualified mechanic or a suitable helper is available to be promoted to the position of mechanic in training.

(b) A newly hired mechanic 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 mechanic will be retained in the service up to 130 working days from date of last entry into service. If necessary, this 130-working-day period may be extended by mutual agreement between the proper officer of the Company and the Regional Union Representative.

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

**23.10(a)** (i) An employee promoted in the craft to the classification of trainee mechanic, 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 mechanic in accordance with the definition of a "fully qualified mechanic" 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 mechanic with a view to becoming fully qualified. No employee who is not fully qualified shall be established on the permanent mechanics' seniority list in the craft.

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

(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 mechanic 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 mechanics. In following this principle, both parties will give full recognition to operational requirements of the Company and to any employee training arrangements that may be mutually agreed upon in respect of the craft.

**23.11.1** 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 4 calendar days to employees in the

classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 23.28, the Local Union Representative to be consulted.

Bulletins will state the primary duties or/and designated work area of the position. However, this will not limit in any way the ability of the Company to assign other duties to the position, as and when required.

**23.11.2** Bulletins 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** 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 Regional Union Representative.

**23.11.4** The posting periods for bulletins identified above may be adjusted through mutual agreement of the parties in order to meet the operating requirements of the service with the objective being the filling of the initial and all subsequent vacancies within 10 working days.

**23.11.5** When positions are bulletined, employees desiring such advertised positions shall place their bids in Bid Boxes provided for the purpose. Bid Boxes shall be opened in the presence of a duly authorized local representative of the Union and shall be verified by him/her prior to the positions being awarded.

**23.11.6** All job bulletins shall be kept in a book or electronic file, for reference when an employee returns from illness or leave of absence

**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 within the home seniority terminal desiring same; the local Union Representative 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.

**23.13** When a vacancy in the Helper's classification is not filled after the provisions of this Agreement are exhausted, first opportunity shall be given to the senior Labourer at that seniority terminal who, in the opinion of management, is qualified for the promotion. The Company will retain right of selection, however, the Local Representative will be consulted prior to the promotion being made.

**23.14(a)** The exercising of seniority within a seniority terminal to displace a junior employee shall not be permitted except when positions are abolished, or rate of pay or hours of work or days off are changed.

The affected employee shall have the right to displace the junior employee in the designated work area of his choice with the shift, days off, hours of work and rate of pay of his choice except as may be provided in the Craft 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 Union Representative shall be consulted.

**Note 1:** When not assigned to training, a Carman Trainee will be permitted to exercise seniority in that classification pursuant to the second paragraph of Rule 23.14. However, a senior Carman Trainee may not displace a junior Carman Trainee when the latter employee is assigned to a formal training assignment as contained in the Carman Trainee training program.

**Note 2:** When Carman Trainees are assigned to the same training, such Carman Trainees shall be permitted to exercise seniority pursuant to the second paragraph of Rule 23.14 provided that in so doing it does not interfere with the formal training assignments as contained in the Carman Trainee training program of any of the employees concerned.

**23. 14(b)** By mutual agreement of the parties, the above provisions may be amended to permit displacement of any junior employee rather than the junior employee providing that all subsequent moves are accomplished within 10 working days. The time period may be extended where the complexity or number of displacements dictate.

**23.15** When it becomes necessary to layoff employees 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 least one week (5 working days) notice shall be given the employees affected before reduction is made.

Whenever possible, longer periods of notice will be given and lists shall be furnished to the Local Union Representative and Regional Union Representative.

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 5 days' advance notice, a shorter notice may be given under this Rule 23.16. In reducing forces, the ratio of apprentices shall be maintained.

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**23. 21** In the restoration of forces, employees laid off shall be given preference of reemployment 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. Regional Vice-president shall be furnished with a list of employees to be restored to service,

**23. 22** It shall be incumbent upon the employee on layoff to register his current address with the appropriate officer at his home seniority terminal.

**23. 23** A laid-off employee shall retain his seniority rights in his respective classification and shall be subject to recall in order of seniority. An employee shall, at the end of 7 calendar days, forfeit his seniority rights in the classification to which recalled if he declines to accept recall to vacancies of an expected duration of 90 calendar days or more. An employee shall, at the end of 7 calendar days, unless satisfactory reason is given therefore, (ie: Working at an outside job while other laid off employees are available) forfeit his seniority rights in the classification to which recalled if he declines to accept recall to vacancies of an expected duration of less than 90 calendar days.

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**23. 26. 2** An employee who is promoted for a period of one continuous year to an official or any position with the Company which is excepted from any provision of this Collective Agreement will have his name continued on the seniority list of the group from which promoted 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 Regional Union Representative shall be advised.

**23. 26. 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 or exercise his seniority to a vacancy or a newly created position; if he fails to do so he shall forfeit his seniority. The Regional Union Representative shall be advised.

**23. 26. 4** An employee temporarily promoted to an official or excepted position will, within 7 calendar days of release from such temporary employment, revert to his/her bargaining unit position in the classification from which promoted and if such position is not available, exercise his/her seniority in his/her craft. The appropriate officer of the Company shall advise the Local Union Representative concerned of such promotions, including the expected duration thereof.

**23. 26. 5** Supervisors who no longer accumulate seniority in accordance with Rule 23.26.2 shall have their seniority date adjusted accordingly on their respective seniority list.

**23. 27** 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. 28** 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 Union 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 Regional Union Representative 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. 29** An employee with more than 65 working days cumulative service shall not be discharged without being given a proper investigation.

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**23. 32** An employee in the Labourer's classification who voluntarily occupies a position in a lower classification when there is a position in a higher classification in his seniority terminal to which his seniority would entitle him shall forfeit his seniority in such higher classification unless under extenuating circumstances, it is mutually agreed otherwise between the proper officer of the Company and the Regional Union representative.

**23. 33** In the event of a reduction of staff, labourers who may be senior to Stationary Firemen or Engine Attendants will not displace such Stationary Firemen or Engine Attendants unless qualified and mutually agreed between the proper officer of the Company and the Regional Vice-president of the Union.

**23. 34** Should an employee enter the service in the classification of stationary fireman, he shall be accorded a seniority date as labourer according to such date of entry into service.

**23. 35** An employee working in a Labourer's classification promoted from a lower to a higher classification within the scope of this collective agreement shall retain and continue to accumulate seniority in the classification or classifications from which promoted.

**23. 36** An employee working in a Labourer's classification promoted to a higher classification not considered part of the Labourer's classification shall retain and continue to accumulate seniority in the classification or classifications in which such employee held seniority at the time promoted until such time as the employee has been employed in the higher classification for two consecutive years. When the two consecutive-year period has elapsed, the employee shall immediately revert to the Labourer's classification and assume his former seniority date on the

Labourer's seniority list, except that such employee may, at the discretion of the proper officer of the Company, be permitted to remain in the new classification, in which event the employee shall forfeit all seniority rights in the Labourer's classifications. The Local Union Representative shall be consulted when such promotions are made and shall be issued the names of employees reduced.

### **23. 37 Engine Attendants**

An employee assigned to a regular position of engine attendant from other than the ranks of labourer shall be granted a seniority date as labourer which shall be the date assigned to the position of engine attendant.

**23. 38. 1** Positions of Engine Attendant and Engine Attendant Helper will be bulletined to the extent that such positions are required on a continuous basis.

**23. 38. 2** When unexpected requirements occur for Engine Attendant Helpers, the Company may assign a qualified available Labourer. In such circumstances, Labourers so assigned will, in addition to the rate applicable to the classification of Labourer, be compensated as provided for in Article 23.36.

**23. 38. 3** Engine Attendant Helpers may be assigned to perform Labourers' duties as required. In such circumstances, the provisions of Rule 11.1 will apply.

**23. 39** The Labourers' group includes Classified and Unclassified Labourers as follows:

#### **Classified Labourers**

Engine Cleaners - Supplymen (Sandhouseman, Filter Cleaners, fueling, sanding and watering diesel engines, Oil Pumpers, Fuel Oil Attendants)

Labourers engaged full time in cleaning diesel locomotives

Lyle Vat Attendants

Water Softening Plant Attendants

Engine Attendants' Helpers

#### **Unclassified Labourers**

Car Yard Labourers

Main Shop Labourers

Power House Labourers

Labourers - cleaning shops, shop pits and moving material, etc.

Diesel Shop Labourers

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## **RULE 24 ASSIGNMENT OF WORK**

**24. 1** Tradespersons or apprentices regularly employed as such shall do tradespersons' work as per special rules of the trades.

## **RULE 25 LABOURERS PERFORMING HELPERS' WORK**

**25. 1** Labourers or similar classes of workers should not be permitted to do Helpers' work as outlined in trades 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 the Helpers rate for all time worked in the Helpers classification, with a minimum of one hour's pay.

## **RULE 26 EMPLOYEE PARKING**

**26. 1** Employee parking at mechanical facilities, where presently available, shall be provided free of charge to bargaining unit employees.

**26. 2** The Company shall cover all costs associated with snow clearing, up-keep and administration. In addition, the Company will absorb regular periodic electrical utility costs and fees where electrical outlets were available as at September, 1994 or where, at some future date, electrical outlets are supplied and installed at no expense to the Company.

**26. 3** There is no obligation upon the Company to provide additional parking facilities or electrical outlets than currently available.

## **RULE 27 TEMPORARY FOREMAN / SUPERVISOR**

**27. 1** Should an employee undertake temporarily to fill the place of a Foreman or Supervisor he will be paid the rate and work under the conditions applying to the position.

Employees from the bargaining unit set-up to fill these temporary vacancies shall not be allowed to work their trade position within the same calendar day, except in extenuating or emergent situations. (See Appendix 41)

## **RULE 28 INVESTIGATIONS AND GRIEVANCE PROCEDURES**

**28. 1** No employee shall be disciplined or discharged until he/she has had a fair and impartial investigation and his/her responsibility established. An employee may be held out of service pending investigation up to five working days, which can be extended by agreement with the Regional Union Representative. Employees shall not be held out of service unnecessarily.

**28. 2** Except as otherwise provided in this rule, when an investigation is to be held, the employee and his/her duly authorized union representative will be given at least two days notice of the investigation and will be notified of the time, place and subject matter of such investigation. The notice will be in writing, when practicable. 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.

All known existing evidence to be used in the investigation shall be furnished to the employee at the commencement of the statement.

Copies of statements, stenographic reports and all other evidence taken shall be furnished to the employee and, if present, to his/her 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 officer(s) designated in the grievance procedure unless otherwise mutually agreed.

**28. 4** When discipline is recorded against an employee, he/she will be advised in writing and will acknowledge receipt. In cases involving the assessment of discipline a copy of the written advice shall be supplied to the duly authorized local representative. 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 2 of the grievance procedure.

In cases of dismissals or other termination of employee relationships, the Company shall provide the Regional Vice-president of the union a copy of the advice given the employee along with a letter outlining the reasons upon which the decision to terminate was based. Time limits for progression of a grievance under the provisions of Rule 28.8 shall begin with the date of such advice.

**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/her case by reinstatement any pay earned will be credited against time lost.

**28. 6** Should an employee believe he/she has been unjustly dealt with, or that any of the provisions of the agreement have been violated, he/she may orally present the alleged grievance to his/her immediate supervisor for adjustment. The employee may be accompanied by his/her duly authorized local union representative.

This verbal presentation shall outline all pertinent details and the date of the alleged grievance. If at the completion of this consultation the grievance is adjusted to the satisfaction of both the employee and the supervisor they shall jointly complete and sign the grievance resolution form provided for that purpose.

If not so adjusted, they shall likewise complete such form indicating that the matter has not been resolved, and the Company Officer shall outline the reason for the denial of grievance. If the employee wishes to have the matter Progressed, he/she shall present it in writing on the grievance resolution form to his/her duly authorized local union representative 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 duly authorized local union representative may within thirty-five (35) calendar days from the date of the alleged grievance progress the grievance resolution form to the Facility Manager.

The Facility Manager shall within twenty-one (21) calendar days from date of receipt of the grievance resolution form have a formal consultation with the duly authorized local union representative pertaining to the grievance.

Following the consultation, the parties shall jointly complete and sign the grievance resolution form. If there is no resolution of the grievance within the aforementioned twenty-one (21) days, the Facility Manager and the duly authorized local union representative shall sign the no-resolve form.

**28. 8** The Regional Vice-president of the Union may within twenty-eight (28) calendar days from the signing of the no-resolve form in Rule 28.7, submit the grievance in writing to the equivalent Company officer outlining all pertinent details and the date of the grievance. Within twenty-one (21) calendar days of receipt of the grievance the Area Manager or equivalent Company officer and the Regional Vice President of the Union shall enter into and have concluded formal consultation pertaining to the grievance.

Consultations referred to in this Rule 28.8 may be held by telephone.

A written decision shall be rendered by the equivalent Company officer within twenty-eight (28) calendar days from the conclusion of the consultation process.

**28. 9** In the event a no-resolve form or the grievance is not submitted within the time limits prescribed in this Rule 28 the grievance shall be considered as withdrawn and 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 within the time limits specified in such steps, the time claim will be paid.

In the event, the no-resolve form is not signed **by** both parties in the consultation process, the no-resolve form may be progressed to the next step of the grievance procedure.

**28. 10** The time limits specified in this Rule may be extended by mutual agreement between the parties.

**28. 11** All consultations between Company officers and duly authorized Union representatives will be held by appointment and concluded during regular working hours without loss of earnings to the duly authorized Union representatives.

**28. 12** The Company will not discriminate against any employees who, as duly authorized Union representatives represent other employees and will grant them leaves of absence when delegated to represent other employees.

**28. 13** All Company and Union officers referred to in the Rule may assign a designate to represent them.

**28. 14** If a duly authorized local Union representative should consider that a provision of this Agreement has been violated, he/she may initiate a consultation as described in Rule 28.6 and/or Progress a grievance commencing at Rule 28.7.

**ALSTOM TRANSPORT SERVICES/CAW-TCA CANADA, LOCAL 101**  
**RULE 28-GRIEVANCE RESOLUTION FORM**

DATE OF OCCURRENCE: \_\_\_\_\_ TIME \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_

OUTLINE OF  
COMPLAINT/GRIEVANCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFIC RULE VIOLATION, IF KNOWN: \_\_\_\_\_

DATE DISCUSSED WITH IMMEDIATE SUPERVISOR: \_\_\_\_\_

RESOLUTION REACHED AND REASONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO, WE HAVE NOT RESOLVED THIS MATTER: \_\_\_\_\_

IF NO, REASON WHY GRIEVANCE IS BEING DENIED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

SIGNATURE OF LOCAL UNION REPRESENTATIVE: \_\_\_\_\_

DATE OF PROGRESS ION TO STEP 1: \_\_\_\_\_

RESOLUTION REACHED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO, WE HAVE NOT RESOLVED THIS MATTER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF STEP 1 MANAGER: \_\_\_\_\_

SIGNATURE OF LOCAL UNION REPRESENTATIVE: \_\_\_\_\_

**RULE 29 ARBITRATION**

**29. 1** A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he/she has been unjustly disciplined or discharged, and which is not settled through the grievance procedure may be referred by the designated representative of either party 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 (60) calendar days following receipt of the decision rendered at the last step of the grievance procedure or the due date of such decision if not received.

**29. 3** The Party requesting arbitration shall submit with its request the name of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in turn submit, within fourteen (14) calendar days, a further list of three arbitrators. The party requesting arbitration then has fourteen (14) calendar days to either agree to one of the nominees proposed or to request the Minister of Human Resources Development to appoint an arbitrator.

**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 where it is alleged that the agreement has been violated, shall be jointly submitted to the Arbitrator at least thirty (30) days 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 at least thirty (30) days in advance of the date of the hearing and at the same time provide a copy of such statement to the other party.

**29. 5** 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. 6** Disputes arising out of proposed changes, 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.

The Arbitrator's decision shall be rendered, in writing, together with his/her written reasons therefore, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

**29. 7** 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 remuneration and expenses of the Arbitrator, shall be divided equally.

### **RULE 30 JURY DUTY**

**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 TRADES MODERNIZATION/ SKILLED TRADES AMENDMENTS JOINT SKILLED TRADES COMMITTEE**

**31. 1** There is hereby established a Joint Skilled Trades Committee which is responsible for two related functions of Apprenticeship Training and New Technology. The Committee shall consist of 3 members from the Union and 3 members from Management which will include the Manager of Training. The Committee may establish Sub-Committees as required to provide assistance on specific matters under the responsibility of the Joint Skilled Trades Committee.

The Joint Committee will meet as frequently as required.

#### **APPRENTICESHIP TRAINING**

**31. 2** In matters pertaining to Apprenticeship Training, the responsibility of the Committee shall be to:

(a) establish minimum eligibility requirements for apprentices consistent with current trade needs, general Company standards pertaining to all employees and legal requirements.

(b) establish recruiting process standards and to ensure that all recruitment at locations is conducted to that standard.

(c) review and approve educational materials for classroom training and testing.

(d) establish workplace assignments/tasks and qualifying exercises to ensure apprentices perform tasks to standard.

(e) ensure that apprentices are evaluated as required regarding their academic (85%) and on-the-job performance (75%) and to review each evaluation that does not meet the required standard.

(f) develop a method to ensure apprentice hours are correctly recorded and wage adjustments for Progressive terms are made.

(g) in general, to be responsible for the successful operating of the apprenticeship standards in the facilities and the successful completion of the apprenticeship by the apprentice under these standards.

(h) provide an Apprenticeship Certificate to each apprentice who has successfully completed the "Standards of Apprenticeship".

(i) modification may be made to the processes or policies established by the Committee, subject to final approval by the Company.

## **MANAGER OF TRAINING**

**31. 3** The Management Training Representative is the principle company officer responsible to manage the technical training function. The Management Training Representative is authorized to move apprentices to a different task to ensure that each gains the practical experience in accordance with the pre determined schedule of work training. The Joint committee will be advised of all occasions where the apprentice fails to demonstrate proficiency in academic studies or specific tasks.

The Management Training Representative, in consultation with the committee, shall prepare adequate record forms to be submitted by the Manager under whom the apprentices receive direction, instruction and experience. A report shall be made at least every ninety (90) days or sooner if the apprentice changes work process assignments. The report will be sent to the Management Training Representative. Reports with unusual comments or grades shall be reviewed by the Committee.

## **NEW TECHNOLOGY**

**31. 4** The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs, and training required.

The Company will assume the cost of "on-the-job" training to afford bargaining unit employees who have the basic knowledge and ability to be trained to keep current with the restructured, modernized trades, new methods, tools, machines and technology affecting their assigned work and job security.

Senior employees assigned to jobs requiring training in the new technology will, based on operational requirements, be given preference under this clause.

## **APPRENTICE PROGRAM**

### **31. 5 APPRENTICESHIP STANDARDS**

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the Union.

### **31. 6 PURPOSE**

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

### **31. 7 DEFINITIONS**

**a)** The term "Company" shall mean Alstom Transport Services. (Ogden Shops).

**b)** The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-TCA Canada) and its Local Union 101.

- c) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which she has been assigned under these standards.
- d) "Committee" shall mean the Joint Skilled Trades Committee organized under these standards.
- e) "Management Training Representative" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards.
- f) These "Standards of Apprenticeship" shall mean this entire document, including these definitions and shall include the schedule of instruction and related work tasks as outlined by the Joint Skilled Trades Committee.

### **31. 8 APPLICATION**

The Committee will establish pre-employment minimum requirements and standards for entry into the apprenticeship program. The Company Human Resources Department will review job applications and provide a list of all eligible applicants. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

It is understood that, subject to prior experience and employment equity standards, employees in the bargaining unit will receive preference in the apprenticeship program.

### **31. 9 APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

In order to be eligible for apprenticeship, the applicant must meet the qualifications prescribed in the standards as established by the Joint Skilled Trades Committee.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

### **31. 10 CREDIT FOR PREVIOUS EXPERIENCE**

- a) Through the criteria established by the Committee, credit for academic and/or work experience in the applicable trade may be given after evaluation only after completion of the apprentice probationary period for a maximum of 2000 hours.
- b) Prior registered apprentices may be picked up by the Company in the year and month of his/her apprenticeship in the same identified trade.
- c) Other employees of the bargaining unit will be reviewed by the Committee as to an extension of accredited hours based on the work record with the Company and its relationship to the trade applied for.
- d) The Company may recruit other employees of the Company and give accreditation under (c) above.

### **31. 11 TERM OF APPRENTICESHIP**



The terms of apprenticeship shall be as established by the Standards of Apprenticeship in this agreement and in accordance with the schedule of work processes and related instruction as outlined by the Joint Skilled Trades Committee.

### **31. 12 PROBATIONARY PERIOD**

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. In the mean time, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date s/he entered the classification in the craft and, shall be regarded as coming within the terms of this Agreement.

### **31. 13 HOURS OF WORK**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company.

### **31. 14 RATIO**

The ratio of apprentice to journeyman/woman shall not exceed one apprentice to each eight (8) journeymadwoman in the trade in which s/he is apprenticed subject to forecasted operational requirements and approved by the Committee. This ratio will be determined on a system basis. (Alstom/CPR employees at Ogden considered system under this Agreement)

### **31. 15 DISCIPLINE**

In assessing an apprentice's progress and any possible penalties up to termination, the Company may take into account the following (In addition to any culpable behaviour):

- (a) inability to learn;
- (b) unreliability;
- (c) unsatisfactory work;
- (d) lack of interest in his/her work or education;
- (e) failure to attend classroom instruction regularly.

Prior to any penalty being assessed, the apprentice shall be entitled to an interview and to union representation as per the provisions of Rule 28.

### **31. 16 WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours - not less than 65% of the journeyman/woman's wage rate
- 2nd 1000 hours - not less than 70% of the journeyman/woman's wage rate
- 3rd 1000 hours - not less than 75% of the journeymadwoman's wage rate
- 4th 1000 hours - not less than 80% of the journeyman/woman's wage rate
- 5th 1000 hours - not less than 85% of the journeymadwoman's wage rate
- 6th 1000 hours - not less than 90% of the journeyman/woman's wage rate
- 7th 1000 hours - not less than 95% of the journeymadwoman's wage rate
- 8th 1000 hours - not less than 95% of the journeymadwoman's wage rate

In the application of the above schedule an apprentice promoted from within the company shall maintain the rate of pay of his/her former classification (including any increases) until the above schedule exceeds this rate. The above schedule will then apply.

For the purpose of calculating accumulated time, all hours worked shall be at straight time hours. Annual vacation will not be calculated as hours worked.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has fulfilled the standards of the apprenticeship s/he shall be awarded a journeyman/woman's certificate of the craft. They will receive not less than the minimum rate to skilled journeyman/woman in the trade in which s/he has served the apprenticeship and shall exercise seniority as per the Collective Agreement.

### **31. 17 ACADEMIC TRAINING**

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions. The schedule of work processes and related instructions are attached to this apprenticeship plan. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

### **31. 18 Intentionally Left Blank**

### **31. 19 SENIORITY**

Apprentices will exercise their seniority in their own group, only in the event of staff reductions, subject to provisions in the collective agreement. For example if there are four apprentices in the trade such as "carman" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be placed on the respective craft seniority list at the home terminal where they began their apprenticeship and be credited with seniority from date of entry into the apprenticeship.

Notwithstanding the provisions of the Collective Agreement between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted, if affected by layoff during the first five hundred (500) hours of apprenticeship, to return to his former job classification with the same seniority date that s/he held immediately prior to becoming an apprentice. After five hundred (500) hours of apprenticeship, apprentices shall have as his/her seniority date established as to the date s/he commenced as an apprentice.

### **31. 20 CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon successful completion of the Apprenticeship under these Apprenticeship Standards, the Management Training Representative will prepare an apprenticeship completion certificate. Each

apprentice certificate will bear the signatures of the Management Training Representative and the President of Local 101.

### **31. 21 SCHEDULE OF WORK PROCESS**

The schedule for work processes and related training shall be established by the Committee. All trades to be determined by the Trades Modernization Committee.

The Company will notify the Committee when it is prepared to consider additional apprenticeship trades. The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices.

When an apprentice has been qualified in specific tasks or during the final year of their apprenticeship, they may work alone under the guidance of a journeyman/woman on such tasks in order to increase their knowledge and experience in the trade.

### **31. 22 JOURNEYMAN/WOMAN**

When it is required by the Company to hire journeymen/women to perform work coming under the terms of this Collective Agreement, Journeymen/women will be hired as per the provisions of said Collective Agreement

A journeyman/woman in any designated trade shall mean any person who:

- (a) has served a bona fide apprenticeship and possesses proof of such apprenticeship service or,
- (b) holds a recognized CAW journeyman/woman card in the trade in which he claims recognition or,
- (c) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he claims journeyman/woman status and possesses ample proof of such experience.

Entry into the trades shall be restricted to persons,

- (a) who qualify as journeymen/women under the provisions set forth in the immediately preceding paragraph
- (b) who qualify for journeyman/woman status through any apprenticeship program which may be negotiated by the parties
- (c) who provide documents prior to the date of hire proving their claim to journeyman/woman status both to the Company and the Union Trades Representative.

### **31. 23 CONTRACTUAL JOURNEYMAN/WOMAN**

It is understood that all trades presently working for the Company shall be considered as Journeymen/women for the purpose of the Collective Agreement.

### **31. 24 CANADIAN SKILLED TRADES COUNCIL**

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

### **31. 25 LINES OF DEMARCATION – DISPUTES MECHANISM**

If matters involving the appropriateness of the work assignment of employees in skilled trades classifications are not resolved, the Union shall present the matter in writing to the Skilled Trades Committee, setting forth all the facts and circumstances surrounding the case and the position taken.

The Skilled Trades Committee shall attempt to resolve the matter. If unable to resolve the case within thirty (30) days of the appeal, the case shall be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be familiar with trades issues.

### **31. 26 INTENTIONALLY LEFT BLANK**

### **31. 27 Intentionally Left Blank**

### **31. 28 PAYMENT OF SKILLED TRADES COMMITTEES**

The Company will pay wage continuance without loss of benefits and necessary expenses of employee members.

### **31. 29 APPRENTICESHIP HOURS**

This has reference to the discussion and concerns raised during the recently-concluded negotiations concerning the skilled trades issue.

It is agreed that the bona fide apprenticeship as referred to in the Skilled Trades Agreement is to reflect training of eight thousand hours or somewhat less, as determined by the joint committee, that is, the current seven thousand six hundred and eighty hours. Notwithstanding this, it is agreed that the Joint Skilled Trades Committee will develop standards that may be required in order to take into consideration any specific case where the term of apprenticeship is less than the required hours, and for which special circumstances may apply.

### **31. 30 INTENTIONALLY LEFT BLANK**

### **31. 31 INTENTIONALLY LEFT BLANK**

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

### **32. 1 BASIC RATES OF PAY**

### Starting Rates:

(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 apprentices and/or 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, 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, will be compensated in accordance with the step rate provisions of paragraph (b) above. **(SKILL TRADE CLASSIFICATIONS IDENTIFIED HEREIN TO BE AMENDED AS THEY ARE ESTABLISHED IN ACCORDANCE WITH APPENDIX 45)**

### CAR AND LOCOMOTIVE DEPARTMENTS

#### HOURLY RATES OF PAY EFFECTIVE

	JAN.1, 2005	JAN.1, 2006	JAN.1, 2007
Rail Car Mechanic/Welder – Metal fabricator/Welder			
Job Rate	\$24.442	\$25.175	\$25.930
Trades Helpers			
Job Rate	\$20.400	\$21.012	\$21.642
Coach cleaners will be paid a minimum of			
Job Rate	\$18.918	\$19.490	\$20.080
Coal Passers			
Job Rate	\$19.094	\$19.670	\$20.260
Crane Operators - Less than 40 tons			
Job Rate	\$23.120	\$23.814	24.530
Industrial Electrician			
Job Rate	\$24.442	\$25.175	\$25.930
Electrical Technician			
Job Rate	\$24.442	\$25.175	\$25.930

Engine Attendant			
Job Rate	\$21.360	\$22.000	\$22.660
Engine Attendant Helper			
Job Rate	\$18.584	\$19.142	\$19.716
Labourers			
Job Rate	\$18.771	\$19.334	\$19.914
Engine Attendant Certified Labourers			
Job Rate	\$18.455	\$18.824	\$19.389
Layout Men and Markers Off			
Job Rate	\$24.885	\$25.631	\$26.400
Lead Hand			
Job Rate	\$24.885	\$25.631	\$26.400
Machinists			
Job Rate	\$24.442	\$25.175	\$25.930
Pipefitters, including coppersmith (pipe work) plumbers, Steamfitters, super-heater fitters; gas fitters and pipe Threaders			
Job Rate	\$24.442	\$25.175	\$25.930

HOURLY RATES OF PAY EFFECTIVE

	Jan 1, 2002	Jan 1, 2003	Jan 1, 2004
Sheetmetal Workers			
Job Rate	\$24.442	\$25.175	\$25.930
Stationary Firemen:			
Job Rate	\$21.560	\$22.210	\$22.880
Trainee Mechanics			
Job Rate	\$22.450	\$23.124	\$23.820
Unclassified Mechanics include frog and switch fitters, Rail saw operators and rail benders			
Job Rate	\$23.770	\$24.483	\$25.220

GENERAL HELPERS AND STATIONARY FIREMEN TRAINEES EMPLOYED AT WINDSOR STATION, MONTREAL, QUEBEC

Trades Helpers			
Job Rate	\$17.876	\$18.420	\$18.973
Stationary Firemen Trainees:			
Less than 1 year's service			
Job Rate	\$20.102	\$20.705	\$21.326
More than 1 year's service			

Job Rate	\$20.340	\$20.950	\$21.580
Coach Cleaner Job Rate	\$18.918	\$19.490	\$20.080

**32. 3** Carmen working as wrecking crane operators will be paid the basic carmen's rate when operating wrecking cranes.

**32. 4** Carmen actually welding on freight car work shall be paid the basic Carman rate.

**32. 5 (a)** A helper who is promoted in a craft for the first time to a mechanic's position shall until qualified for a higher rate under the terms of this Agreement be paid at the trainee mechanic's rate as shown in Rule 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 or Mechanic's rate.

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

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

**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** Carmen and Mechanic's regularly assigned as markers off or layout men shall be paid as per Rule 32.1.

**32. 9 SHIFT DIFFERENTIALS**

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of seventy-five cents (75 cents) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1.00) 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.

**32.10 LABOURER LEAD HAND**

Leading Hands paid on an hourly basis will receive Thirty Two (32) cents per hour above their regular rate of pay.

**RULE 33 MOVED TO RULE 44**

**RULE 34 MOVED TO RULE 44**

**RULE 35 BULLETIN BOARDS**

**35. 1** Lockable bulletin boards, covered with clear glass or Plexiglas, will be provided in adequate numbers for Union use, with the Union to have sole access thereto. The Facility Manager shall have a key.

**RULE 36 MEDICAL EXAMINATIONS AND REPORTS**

**36. 1** The cost of all medical examinations, tests or reports required by the Company and/or the Company insurance carrier shall be paid by the Company when such examinations, tests or reports are not paid for under a provincial health plan.

**RULE 37 PROCEDURE**

**37. 1** For the carrying out of this Agreement the Company will deal only with the duly authorized officers of the CAW-TCA Canada, Local 101. Grievances or the application or interpretation of the provisions of this Agreement will be initially handled between the Company and the duly authorized Local Representatives of the Union.

**37. 2** At the beginning of each year the President of Local 101 will furnish the designated Company officers with the names of the duly authorized Local Representatives of the Union to deal with at each Facility.

**RULE 38 INTENTIONALLY LEFT BLANK**

**RULE 39 USE OF PRIVATE AUTOMOBILE**

**39. 1** Where an automobile mileage allowance is paid, such allowance shall be 30 cents per kilometre.

**RULE 40 ADDITIONAL HELP**

**40. 1 INTENTIONALLY LEFT BLANK**

**40. 2** Material carriers responsible for the selection of special materials for tradespersons' use will be classified as helpers and receive helper's rate at point employed.

**RULE 41 SCRAPPING WORK**

**41. 1** Work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a tradesperson. Torch work as now performed by tradespersons shall continue to be so performed,

**RULE 42 INTENTIONALLY LEFT BLANK**

**RULE 43 HUMAN RIGHTS**



**43. 1** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

**43. 2** The Company and the Union recognize that Harassment or sexual Harassment is unacceptable behaviour and will not be tolerated in the workplace.

**43. 3** Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behaviour was unwelcome or inappropriate in **the** workplace. Harassment may take many forms, including:

- threats,
- intimidation,
- verbal abuse,
- unwelcome remarks,
- innuendo,
- offensive and inappropriate material,
- hate literature,
- offensive jokes

**43. 4** Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that:

**a)** is likely to cause offence or humiliation, or

**b)** might, on reasonable grounds, be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

An act may be considered sexual Harassment irrespective of the gender or sexual orientation of the offender and the person being harassed.

Sexual Harassment may include, but is not limited to;

- suggestive remarks, jokes, innuendoes or taunting in a sexual context
- unwarranted touching
- leering
- compromising invitations
- displaying of pornographic or other offensive or derogatory pictures, objects, or written material of a sexual nature
- sexually degrading words used to describe a person or a group
- derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one sex or one's sexual orientation
- sexual assault.

**43. 5** The Union shall advise the Company of the duly Authorized Human Rights Representative(s).

Each duly authorized Human Rights Representative shall be afforded training in Human Rights and Employment Equity. Such training will be jointly developed and presented to both the

Company and Union Representatives on the Committees. The duration of the training could be up to 5 days depending on the needs as indicated in the jointly developed training program.

#### **43.6 UNION HANDLING OF A COMPLAINT UNDER RULE 43**

When agreed to by the complaint, the Union Human Rights Representative will be afforded the opportunity to resolve a Harassment or discrimination complaint without a investigation as outlined in Rule 28. In such cases, the procedures set out below will be followed:

- i) The Union Human Rights Representative shall establish a confidential file on the complaint.
- ii) All files and facts gathered relating to the Harassment and/or discrimination complaint shall be considered strictly confidential and will be protected in a safe and private place.
- iii) The outcome of this approach shall be communicated to the complainant and the appropriate company officer.
- iv) If the complainant is satisfied with the resolution, the case will be closed and no further action will be taken.
- v) If the complainant is not satisfied with the resolution, the appropriate Company officer may require that other recourse be taken. Such recourse may include, but is not limited to, an investigation of the complaint in accordance with Rule 28 of the Collective Agreement. Rather than an investigation, where appropriate, other recourse such as counselling, training or mediation may be considered, The complainant may at any time decide to withdraw from the Union handling process and file a complaint under the Company's Discrimination and Harassment (including Sexual Harassment) Policy and Procedure.

#### **43.7 INVESTIGATION**

Should a formal investigation proceed under Rule 28 of the Collective Agreement, the duly authorized representative (Local Chairperson) shall be advised of the Company's intent to conduct a confidential investigation with respect to an alleged violation of Rule 43. In addition, the duly authorized representative (Local Chairperson) shall be advised of the final outcome of said investigation.

In investigations involving alleged violations of this Rule, Rule 28 is modified as follows:

All known existing evidence to be used in the investigation including but limited to: copies of statements, stenographic reports, and all other evidence taken shall be furnished to the employee and his/her duly authorized representative at the commencement of the statement.

In the case of an investigation being conducted as a result of an alleged violation of Rule 43 - Human Rights, the Union Human Rights Representative shall be the only duly authorized representative present at any and/or all statements taken in the course of such investigation. (Local Chairperson to be advised).

In order to maintain the strictest of confidentiality in the case of an investigation conducted as a result of an alleged violation of Rule 43, all know evidence used in the investigation including but not limited to: copies of statements, stenographic reports and all other evidence shall be returned to the Investigator upon completion of the taking of the statement until such time, if any, that discipline is issued against the employee(s) being investigated in regard to Rule 43.

At such time all evidence used in the investigation including but not limited to: copies of statements, stenographic reports, and all other evidence taken shall be furnished to the respective Union Regional Vice-president for the express purpose of the Union's required consideration in regard to the possible processing of a grievance on behalf of the employee(s) so disciplined at Step II of the grievance procedure. (Local Chairperson to be advised).

## **RULE 44 SAFETY AND HEALTH**

### **COMPANY DUTIES**

**44. 1** The Company shall institute and maintain all precautions to guarantee every employee a safe and healthy workplace and to protect the environment. The Company shall comply in a timely manner with the Canada Labour Code, Part II, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, code of practice and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following articles as the "Committee"

### **PROTECTION OF EMPLOYEES**

**44. 2** 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.

**(a)** When it is necessary to make repairs, parts of engines, boilers, tanks and tank cars shall be cleaned before tradespersons 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.

**(b)** 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.

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

**(d)** Emery wheels and grindstones installed in the shop will be kept true in order.

**(e)** All tools shall be maintained in good working order.

### **JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE**

**44. 3 (a)** The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committees in accordance with the Canada Labour Code Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The numbers of the members chosen by the Union to be dependent upon the size of the facility and the number of employees therein.

**(b)** Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member designated by the Union. The other co-chairperson shall be a Company member designated by the Company.

(c) Union co-chairpersons shall be given sufficient time to address health, safety and environmental issues. They shall be paid at the same rate of pay as they were paid prior to being chosen for the position, shall work Monday to Friday on the day shift, and shall have access to the workplace on all other shifts. They shall reclaim their former position when no longer holding the position of Union co-chairperson.

(d) During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union.

(e) The Committee shall assist in creating a safe and healthy place to work and one which does not of harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company shall comply with the recommendations of the Committee.

(f) Without limiting the generality of the foregoing, the Committee shall:

(i) Determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.

(ii) Evaluate all potential new equipment purchases or changes to the workplace including work processes and practices for potential hazards before implementation, except in emergency conditions. If the Committee determines that different equipment be purchased or work processes or practices be changed, the Company shall implement these decisions.

(iii) Write job safety analyses in conjunction with the employees concerned. The Company shall not jeopardize the effectiveness of job safety analyses by entering them into the disciplinary procedure.

(iv) Conduct jointly accident and incident investigations. The Union co-chairperson or alternate shall be involved where practicable.

(v) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.

(vi) The Union co-chairperson or alternate shall participate in and keep a record of all types of inspections and work refusals.

(vii) Solicit and consider recommendations from employees with respect to health, safety and environmental matters and recommend implementation where warranted.

(viii) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of

- reports of current accidents, industrial diseases, and environmental accidents and incidents, their causes and means of prevention.

- remedial action taken or required by the reports of investigations or inspections.
- any other matters pertinent to health, safety and the environment.
- regular meetings shall be conducted during the day shift and shall be suspended until the following work day when the shift ends and all business is not concluded.

(ix) Record the proceedings of the meetings of the Committee and forward the minutes (which shall be signed by the co-chairpersons after their accuracy has been determined) to the Company who shall make exact duplicates promptly available to all Committee members, post them on the bulletin boards and forward copies to the local Union and the National Health and Safety Legislative Coordinator.

(x) Have access to and promptly receive copies of all reports, records, and documents (including all correspondence to and from Labour Canada) in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.

(g) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of the collective agreement. This shall include all time spent out of the plant on health, safety and environmental matters.

#### **UNION, SAFETY, AND ENVIRONMENT COMMITTEE CO-CHAIRPERSON**

**44. 4** The Union co-chairperson shall be provided with access to an office and equipment as required, i.e., desk, 2 chairs, telephone, camera, computer, fax, and photocopy machine. Additionally, the Company will provide a file cabinet to each Union Co-Chairperson. The Company has made arrangements for three CCOHS subscriptions, access to be made available to Union Co-Chairpersons.

#### **DANGEROUS CIRCUMSTANCES**

**44. 5 (a)** The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

(b) If a Committee member or employee determines that a dangerous circumstance exists, the Committee member or other employee may direct the dangerous work to be stopped or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.

(c) If the Company receives a direction under 44.5(b), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

(d) The joint Committee shall immediately explore and implement remedial measures to facilitate resumption of the work.

#### **RIGHT TO REFUSE**

**44. 6 (a)** The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment and that signs are posted in the workplace advising them of this right.

**(b)** If an employee exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Committee. The employee will be removed from the alleged dangerous situation and can be assigned to other work. The employee shall participate fully in the investigation of the hazard.

**(c)** Prior to reassigning the work to another employee the Union and Company Health & Safety representatives will explain the nature of the work and the reason for the work refusal, as well as the individual employee's rights under the Canada Labour Code.

**(d)** The Union co-chairperson or designate shall fully participate in the investigation at every stage. The Union co-chairperson or designate may recommend a solution to the problem with the agreement of the refusing employee. Provided that the solution is reasonable, the Company shall agree; otherwise the matter shall be referred to Labour Canada for resolution as per Section 129 of the Code.

#### **NO DISCIPLINARY ACTION**

**44. 7 (a)** No employee shall be discharged, penalized, coerced, intimidated or disciplined for exercising their rights under rule 44.6 or acting in compliance with the Canada Labour Code Part II, its regulations and codes of practice and environmental laws, regulations or codes of practice.

**(b)** No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes, in good faith, that it would be unsafe or unhealthy to himself, herself, a fetus, another employee, the public, or the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.

**(c)** For the employee who refuses work under Rule 44.6 and all employees affected by the refusal, there shall be no loss of pay, seniority or benefits during the period of refusal.

#### **WHISTLEBLOWER PROTECTION**

**44. 8 (a)** It is the responsibility of the Company and its employees to notify the appropriate authorities if there is a release of hazardous substance to the air, land or water systems.

**(b)** No employee shall be discharged, penalized, coerced, intimidated, or disciplined for performing this duty.

#### **EDUCATION AND TRAINING**

**44. 9** A library of available training courses from various sources such as the CAW, the Company and Labour Canada, be compiled under the direction of the Policy Committee and that this library be made available to local Committees. In addition to training required by act or regulation, the Company will commit to providing each employee at least 8 hours training, practical in nature as opposed to theoretical, during the life of the collective agreement, as determined to be appropriate by the local Committees. Additionally, new Health & Safety

Committee members shall receive WHSC Level 1 (40 hours training) and existing members who after being in the position for at least 1 year, shall receive WHSC Level 2 (40 hours training) during the life of the collective agreement.

#### **44. 10 PERSONAL INJURIES**

**44. 10 . 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.

**44. 10 . 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 Workers' 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.

#### **ACCIDENT AND INCIDENT INVESTIGATIONS**

**44. 11 (a)** Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.

**(b)** The Union co-chairperson or designate and the Company co-chairperson or designate of the Committee shall investigate the accident or incident.

**(c)** The Company shall immediately notify the Union co-chairperson or designate and Labour Canada of all critical or serious injuries.

**(d)** The Company shall immediately notify the Union co-chairperson or designate and Environment Canada of all incidents involving a release of harmful substances to the air, land or water systems.

**(e)** Accident and Incidence Investigation Reports shall contain:

**(i)** the place, date and time of the accident or incident

**(ii)** the names and job titles of persons injured, where applicable. Names shall be omitted from published reports

**(iii)** the names of witnesses

**(iv)** a brief description of the accident or incident including the amount of the release to the air, land or water systems, if applicable

**(v)** a statement of the sequence of events which preceded the accident or incident

**(vi)** the identification of any conditions or procedures which contributed in any manner to the accident or incident

**(vii)** recommended corrective actions to prevent similar occurrences

**(viii)** the names of the persons who investigated the accident

#### **DISCLOSURE OF INFORMATION**

**44. 12 (a)** The Company shall notify all workers exposed to a particular toxic substances or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

**(b)** The Company shall provide the Committee with written information (MSDS) which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information (MSDS) shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

**(c)** The Company shall notify the Committee of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken prior to their introduction.

## **MONITORING**

**44. 13 (a)** The Company shall provide a trained resource for detecting and recording potential and actual hazards. The Company agrees with the concept of using employees first.

**(b)** Where monitoring equipment is available, training of employees in the use of this equipment will be undertaken. Monitoring equipment shall be maintained in good working order.

**(c)** The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct or the results of any monitoring by any governmental agency to the Committee and shall post the results in a conspicuous location.

## **TOXIC SUBSTANCES AND WASTE REDUCTION**

**44. 14** The Company shall, in consultation with the Committee:

**(a)** Ensure to the greatest extent possible the use of substances in work processes which will eliminate or minimize harm to the employees and to the environment.

**(b)** Evaluate all substances used or produced in the workplace to determine if a less hazardous substance can be substituted.

**(c)** Where a less hazardous effective substitute exists, use it in place of the more harmful substance.

**(d)** Endeavour to work with suppliers to have them develop less hazardous effective substances.

**(e)** When suitable less hazardous replacements cannot be found, proper protective equipment shall be provided and shielding will be arranged.

**(f)** All substances that cannot be substituted shall be evaluated and handled in the following manner in order of preference with the preferred method to be determined by the Committee:

**(i)** reused

**(ii)** recycled

**(iii)** disposed of in a manner to eliminate or minimize harm to the environment



(iv) stored in an environmentally sound manner according to established regulations or guidelines

#### **RIGHT TO ACCOMPANY INSPECTORS**

**44. 15 (a)** The Union co-chairperson or designate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour.

(b) The Company shall give a copy of the reports or any other written documents received from the inspector to the Union co-chairperson, to the Committee, and to the National Health and Safety Coordinator.

(c) The Company shall give a copy of any replies to such reports or documents to the Union Co-chairperson, to the Committee, and to the National Health and Safety Coordinator.

#### **ACCESS TO THE WORKPLACE**

**44. 16** Upon notification, the National Health and Safety Coordinator, Union staff or Union health and safety or environmental advisors or consultants shall be provided access to the workplace to attend meetings of the Committees; or for jointly inspecting, investigating or monitoring the workplace with the designated Company Accident Prevention Officer or designate. The workplace shall be defined as any location where bargaining unit employees are, or are anticipated to be working.

#### **NATIONAL DAY OF MOURNING**

**44. 17** Committees shall develop appropriate recognition of employees killed or injured on the job.

#### **VENTILATION**

**44. 18 (a)** The Company shall endeavour to ensure that adequate local exhaust ventilation systems exhausted outdoors are installed and maintained on all sources of hazardous airborne contaminants including but not limited to:

(i) machine tools to eliminate employee exposure to machining fluids,

(ii) open tanks to eliminate employee exposure to hazardous substances,

(iii) welding process to eliminate worker exposure to welding gases,

(iv) grinders to eliminate employee exposure to dust,

(v) spray paint booths to eliminate employee exposure to paint and solvent fumes,

(vi) plasma or carbon air arc.

(b) The Company shall endeavour to ensure that adequate general ventilation systems are installed and maintained.

(c) The Company shall install and maintain ventilation in accordance with the best available technology.

(d) The Company shall endeavour to ensure that airborne contaminants are not released to the environment.

#### **NOISE ABATEMENT**

**44. 19** This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **VIBRATION**

**44. 20** This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **HEAT STRES**

**44. 21** This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **ERGONOMICS**

**44. 22** This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **VISUAL DISPLAY TERMINALS**

**44. 23** This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **CONDITIONS OF SHOP, ETC.**

**44. 24. 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.

**44. 24 . 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.

#### **PROTECTIVE CLOTHING AND EQUIPMENT**

**44. 25 (a)** Employees whose work requires them to wear protective devices shall be provided with all necessary tools, equipment and protective clothing required, including, but not limited to:

- (i) eye protective devices
- (ii) specialized protective clothing required by the Company for a specific operation

(b) Types of protective clothing, tools and equipment shall be selected by the Committee.

(c) A reasonable variety of styles and models of protective clothing, tools and equipment shall be offered to employees so that they may individually select that which fits them best.

(d) It is recognized that protective clothing, tools and equipment are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

(e) Upon ratification of this Collective Agreement the company will pay for two pairs of safety boots for each employee. The employee will submit the receipts for the approved CSA safety boots (At least 6 inches high) to the appropriate Company Officers for reimbursement. The Company will pay 100% of the cost of the boots and taxes to a maximum of \$100.00 (one hundred dollars per pair). If the cost of the boots and appropriate taxes is more than \$100.00 (per pair) the employee will pay the difference.

The timing of purchase of the first pair of boots shall be within the first 18 months of active employment. Subsequent pairs can be purchased within each 18 months period thereafter.

### **EQUIPMENT LOCKOUT**

**44. 26 (a)** The parties recognize the need for a lockout and blue flag procedure.

(b) Lockout and Blue Flag procedures and a training program shall be developed by the Policy Committee.

(c) Employees who may be at risk because they are required to set up or repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training.

(d) The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment is locked out before equipment is repaired, maintained, or set up.

(e) No supervisor or employee shall remove another person's lock. However, the personal lock may be removed when inadvertently left on if all reasonable precautions are taken to ensure employees are no longer working on the equipment.

(f) Lockout training shall be completed within six (6) months of the effective date of the collective agreement.

### **44. 27 PROTECTION OF EMPLOYEES WORKING ON OR ABOUT TRAINS, LOCOMOTIVES OR CARS IN YARDS OR ON REPAIR TRACKS**

#### **1. Purpose**

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

#### **2. Responsibility**

It is the responsibility of the Manager of Ogden Shops, to ensure compliance with its provisions.

#### **3. General**

This section conforms to the requirements of CROR. Both parties recognize the need for a lockout and blue flag procedure.

## **4. Application of Blue Signals and Personal Locks**

### **a) Yard and Repair Tracks**

i) Where yard and repair tracks are coupled up at both ends, a standard Blue Flag suspended from a staff clamped to the rail or ties 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 personal lock other than the standard switch lock, before employees commence work.

ii) Where repair or yard 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. 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.

iii) A Manager 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.

### **b) Shop Tracks**

i) 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 44.27(4)(a).

ii) Within buildings it is the responsibility of the Manager 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) Hump and Flat Traffic Yards (Equipped with remotely controlled power switches)**

i) The Manager or other designated responsible person who assigns employee to work on cars or locomotives on any track must determine with the yard manager that the switches are lined away so as to prevent movement into 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. Added procedures may be agreed to by the Local Committee.

### **d) Sidings or Other Tracks at Other Than Terminal Points**

i) 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 and personal lock 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 the Rail Traffic Controller, where practicable, and secure assurance that any instructions to train crews which may be necessary have been issued, Upon completion of the work, Blue Signals and personal locks must be removed and Rail Traffic Controller notified that repairs have been completed.

### **e) Night Work**

i) 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.

### **f) Locomotive Disability Unit**

i) Trains which are being repaired or inspected by employees and have one or more locomotives tied to it shall have a locomotive disabling device installed “lock-it” applied, locked and tagged in the reverser handle cavity. The policy committee will provide a procedure as a minimum standard. The device is to be used in conjunction with blue flag’s and personal locks and may only be removed by the same class-of-employee who placed it.

## **5. Display of blue signal**

### **a) Class of Employee**

i) Each class of employee must display Blue Signals and personal locks and the same class of employee is alone authorized to remove them.

ii) Within each class of employee the manager or other responsible person as designated by the manager in charge will display and remove Blue Signals and personal locks.

iii) Before removing Blue Signals and personal locks the employee must assure himself that all other employees working under the protection of his/her Blue Signal and personal lock have completed their work and are made aware of the removal of this protection. No manager or employee shall remove another person’s lock. The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment and tracks are locked out before being repaired, maintained, set up or trains are inspected or cars repaired. The personal lock may be removed when inadvertently left on if all reasonable precautions are taken to ensure all employees are no longer working on the track or equipment.

## **6. Blue signal**

### **a) Requirements**

i) Display the Blue Flag by day and the Blue Light by night at a height of 1.5 meters (5 feet) above rail level on a steel frame secured to the rail or ties; 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 ½ in.) in width.

ii) Details of the Blue Flag to be used on CP Rail are shown on Drawings B-10- B-405 and B-10-B419A unless agreed upon by the Policy Health & Safety Committee.

## **7. Application of Rules**

### **a) Responsibility**

i) Managers 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 this section and to give close personal attention to the protection of themselves and other employees.

## **8. Violation**

### **a) Reporting**

i) 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 Manager or other responsible person, so as to ensure maximum protection of all concerned.

## **9. Local Procedures**

Where a particular situation requires a procedure to be developed in order to protect employees effectively, such procedure will be developed by the Local Safety and Health Committee subject to approval by the Policy Committee prior to its implementation.

### **44. 28(a) Confined space entry**

Confined space means an enclosed or partially enclosed space that:

(i) is not designed or intended for human occupancy except for the purpose of performing work,  
(ii) has restricted means of access and egress, and

(iii) may become hazardous to an employee entering it due to

- its design, construction, location or atmosphere,
- the materials or substance in it, or
- any other condition relating to it.

(b) No employee shall be required or permitted to enter a confined space, unless:

(i) an approved ventilation system is being used to ensure the removal of any harmful gases, vapours, smoke, fumes, mists, or dusts from within the confined space, or

(ii) until the employee has been provided with and is wearing respiratory equipment of a type set out below;

- self-contained breathing apparatus
- supplied air apparatus
- fresh air hose mask with blower
- oxygen generating apparatus

(iii) or until appropriate tests have been made immediately prior to entry to confirm the absence of any harmful gases, vapours, smoke, fumes, mists or dusts or a deficiency of oxygen has not developed.

(c) The confined space will be tested prior to entry to ensure that there is no contamination of the air by any hazards that could affect the safety and health of the employees.

(d) When tests indicate the presence of any harmful gases, vapours, smoke, fumes, mists or dusts or a deficiency of oxygen, the entry may be made only after;

- the confined space has been ventilated sufficiently to show the absence of hazards

- the employee has been provided with and is wearing the correct respiratory protective apparatus of a type described above,
- when flammable or explosive gases are present, all sources or potential sources of ignition have been eliminated.

**(e)** An employee required or permitted to enter a confined space where a harmful atmosphere exists or may develop, shall, in addition to the above requirements,

- wear a safety belt to which is attached a lifeline tended at all times by another employee stationed outside the entrance so equipped as to be capable of effecting a rescue, and,
- when he has entered from the top, wear a belt or harness of a type which will keep him in a vertical position in case of rescue.

**(f)** An employee required or permitted to enter a confined space being ventilated with an approved ventilation system to maintain respirable air, and in which a harmful atmosphere cannot develop shall,

- be attended by and be in communication with another employee stationed at or near the entrance, or
- be provided with a means of continuous communication with another employee outside, or
- be visually checked by a designated employee at intervals as often as may be required by the nature of the work to be performed.

#### **44. 29 HAND PROTECTION POLICY**

This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

#### **44. 30 (a) FIRST AID ATTENDANTS**

There shall be qualified first aid attendants holding a Standard first aid certificate (ie: St. John's or Red Cross) present on all shifts and in each workplace. The first aid attendants shall be members of the bargaining unit. Details of the worker to be designated as each workplace and shift first aid attendant shall be worked out by the Company and CAW Local 101.

- (b)** The employer shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.
- (c)** The Company shall provide in each workplace, or in close vicinity thereof, a private first aid station/room supplied with those supplies and equipment recommended by the Committee.
- (d)** At the time of the injury, the first aid attendant shall accompany injured employees transported off the property for medical attention by means other than ambulance when he/she deems it to be necessary.
- (e)** The shift and workplace first aid attendant shall be granted adequate time to properly attend to workers injured at his/her workplace.

(f) Designated first aid attendants shall be provided hard hats of a colour that will distinguish their position from all others in the workplace. However, if a unique colour is not available, the hat will be conspicuously identified and shall be uniform across the system.

#### **44. 31 HEALTH AND SAFETY POLICY COMMITTEE**

A Joint Policy Committee on Safety & Health will be established consisting of four (4) representatives of the CAW and four (4) representatives of the Company, herein referred to as the Health and Safety Policy Committee. It shall:

(a) Meet at four-month intervals or more often if either party deems additional meetings to be necessary, at mutually agreeable times and places. A summary listing of the items discussed at the meetings, including a written response, will be provided.

(b) Review the Company's safety and health programs and recommend changes.

(c) Develop and recommend to the Company appropriate training programs for the members of the local Committees. The Safety and Health Policy Committee will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.

(d) Develop and recommend to the Company, guidelines for employee training and education. An example of training modules are as follows but not limited to:

- Part II Canada Labour Code and Regulations
- Blue Flag
- Lock Out
- Confined Space
- Ergonomics
- Dangerous Commodities
- Emergency Wrecking and other similar types of equipment training
- Shop mobile equipment training
- Welding coated surfaces

(e) Review problems concerning serious or unusual situations affecting workplace safety and health and take necessary and appropriate corrective action.

(f) Review and analyze the safety and health data for all workplaces and make recommendations on same.

#### **COMPLAINT PROCEDURE**

**44. 32** The Safety and Health Policy Committee will forward a sample form to the local Committees for their approval and acceptance.

#### **SAFETY PROGRAM**

**44. 33 (a)** Each workplace will establish a safety talk program.

(b) The Committee at each workplace will participate in the development and delivery of safety talk programs.



(c) The effectiveness of the safety talk programs will be reviewed by the Safety and Health Policy Committee.

## **SYSTEM HEALTH & SAFETY COORDINATOR**

**Preamble:** The purpose of the National Health & Safety Coordinator shall be to work with Company health and safety representatives to solve problems. It is agreed that the preference is that problems receive immediate attention so that they can be resolved at their earliest stage.

**44. 34 (a)** Shall be recognized by the Company as the duly authorized representative of CAW Local 101 on Health and Safety issues.

(b) The Company shall recognize the Health & Safety Coordinator's duties include the following:

- (i) Meet with local Committees on a regular basis.
- (ii) Review activities of local Committees.
- (iii) Review and recommend changes to existing workplace programs,
- (iv) Ensure compliance with all legal requirements.
- (v) Establish communication/liaison with workplace Union and Management representatives and government enforcement agencies.
- (vi) Investigate all fatalities and critical injuries.
- (vii) Assist local Committees in the development and delivery of training programs.
- (viii) Receive and review all enforcement and consultant's reports, including work refusals pertaining to health and safety.
- (ix) Handle all complaints, appeals and issues filed under the Canada Labour Code, Part II, Section 133, on behalf of CAW System Local 101 represented employees.
- (x) The National Health & Safety Legislative Coordinator will receive the equivalent education and training of his Company counterpart(s).

## **RULE 45 BEREAVEMENT LEAVE**

**45. 1** Upon an employee's receipt of advice of the death of that employee's spouse, child, step child or parent, the employee shall be entitled to five working days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service.

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

The person who is legally married to the Eligible Employee and who is residing with or supported by you, provided that there is no legally married "spouse" that is eligible, it is the person that qualifies as a "spouse" under the definition of that word in Section 2(1) of the

Canadian Human Rights Benefit Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in conjugal relationship for:

- at least one (1) year if you and that person were free to marry: or
- at least three (3) years if either of you was not free to marry the other.

**45. 2** Upon an employee's receipt of advise of the death of that employee's brother, sister, grandparent, grandchild, step-parent, step-brother, step-sister, father-in-law or mother-in-law, the employee shall be entitled to three working days' bereavement leave without loss of pay provided s/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/her regular wages for that period to the employee to whom leave is granted.

**45. 3** Employees applying for bereavement leave will be able to suspend their annual vacation during the bereavement leave period.

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

**46. 1** The following general holiday provisions shall be applicable in respect of general holiday entitlement.

**46. 2 (i)** 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.

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

Civic Holiday (the first Monday in August)

Remembrance Day

**(ii)** 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 day after that on which New Year's Day is observed in the other provinces.

**46. 3** If, in Alberta, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore. 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 Ogden Shops.

**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 3/5ths of eight hours for the paid General Holiday or 4 hours 48 minutes.

### **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 Company 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. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

## **RULE 47 ANNUAL VACATION**

### **Section 1**

**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 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** 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 of this section will be entitled to vacation on the basis outlined therein if on his nineteenth or 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 five 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, or portion thereof.

**47. 1. 7** A year's service is defined as 250 days of cumulative compensated service.

### **47.1.8 Intentionally Left Blank**

**47. 1. 9** Provided an employee renders compensated working service in any calendar year, time off duty, on account of a bona fide illness, injury, authorized pregnancy leave, authorized parental leave, to attend committee meetings or CAW sponsored educational courses, 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 twenty working days advance notice of such rescheduling. Should the notice to an employee be less than the required twenty working days such employee 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 1:** 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.

### **47. 1.13 INTENTIONALLY LEFT BLANK**

**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 INTENTIONALLY LEFT BLANK**

## **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 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) INTENTIONALLY LEFT BLANK**

**(c) INTENTIONALLY LEFT BLANK**

**(d)** Company and Union representatives shall meet for the purpose of determining whether the operational requirements of the Company will allow for an increased number of employees to be off on annual vacation. Employees with annual vacation entitlement shall be given preference to additional or extra allotments over employees with banked overtime

**47. 4 (a) INTENTIONALLY LEFT BLANK**

**(b)** At Ogden 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 close down for annual vacation at Main Shops will not exceed four weeks in each year.

**(d)** The Management and the Local Union Representative will co-operate 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 Ogden 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 close down for annual vacations providing there is no increased cost to the Railway and subject to the right of the Company to balance staff in order to ensure adequate productivity.

**(f) INTENTIONALLY LEFT BLANK**

**(g) INTENTIONALLY LEFT BLANK**

**(h) INTENTIONALLY LEFT BLANK**

**(i)** Employees working in Ogden Shops during vacation period will be compensated during regular shop hours at regular rates of pay, except as otherwise provided in Rule 47.1.12.

### **RULE 48 EMPLOYEE BENEFIT PLANS:**

**48.1** The employee benefit package shall include: a dental plan; an extended health plan, vision care plan, a weekly indemnity plan (sick leave), life insurance for active employees, life insurance upon retirement, and a pension plan.

**48.2** Such benefit plans shall be those as outlined in the company benefit plan for Alstom Transport Services employees. (Refer to benefit package text).

**48.3** The provisions of the Employee Benefit Plan, dated April 21, 1989, as revised, amended or superseded by any Agreement between the Company and the CAW-TCA Canada, Local 101, will apply to employees covered by this Agreement

**48.4** The Benefit plans identified herein shall not be diminished during the term of the Collective Agreement.

**RULE 49 INTENTIONALLY LEFT BLANK**

**RULE 50 INTENTIONALLY LEFT BLANK**

**RULE 51 INTENTIONALLY LEFT BLANK**

**\*ENTIRE RULE 52 TO BE AMENDED AS THE SKILLED TRADES IDENTIFIED IN APPENDIX 45 ARE IMPLEMENTED\*.**

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

### **Carmen's Qualifications**

**52. 1A** 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 occupation 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.

### **Carmen's Work**

**52. 2A** 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; planning 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, tender 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 fire 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, oxy-acetylene 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. 3A** Include Carmen Apprentices and Carmen Trainees in connection with the work as defined in Rule 52.2.

### **Trades Helpers**

**52. 4A(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, stock 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:

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

**(ii)** will any Carmen presently in the work force be laid off or have his rate of pay affected;

**(iii)** will not interfere routinely with the normal Carmen, helper, apprentice work gang team now in practice;

**(iv)** 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

### **Inspectors**

**52. 6A** 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**

**52.7A** 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. 8A 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. 9A** 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.

### **Miscellaneous**

**52. 17A(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, augers, 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. 18A(a)** 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 (A).

(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. 19A** Regular apprenticeships will be established and Apprentices shall be governed by the General Rules covering Apprentices.

### **Advanced Promotion of Apprentices and Trades Helpers**

**52. 20A(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 Apprentices 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 Carmen'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, Trades 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 Carmen.

**52. 21A** 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.

### **Carmen Trainees**

**52. 22A(a)** Trades 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 Carmen'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 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)** Employees 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 as Carmen.

**(e)** An employee 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.

**(f)** 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 Carmen and have established a seniority date on the permanent regular Carmen'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 Carmen'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 Carmen's permanent seniority list at the point at which he was promoted, with a date four years retroactive from the date of such completion and shall have his name removed from the seniority lists of all lower classifications within the craft. Time off 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 date. 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 Carmen 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 Regional Union Representative and the proper officer of the Company.

**(k)** When it becomes necessary to reduce the force of Carmen 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 Carmen 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) 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 Regional Union Representative.

### **Trades Helpers Entering Apprentice Training Program**

**52. 23A(a)** Trades Helpers who have worked as Trades Helpers in the craft for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the Craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 shall be given as may be mutually agreed between the proper officer of the Company and the President of Local 101.

(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. 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. 24A(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.

(c) Coach Cleaners will be given preference in filling Trades 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 Carmen'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 52B MACHINISTS' CRAFT SPECIAL RULES**

### **Machinists' Qualifications**

**52. 1B** Any employee who has served an apprenticeship or who has had four years' experience at the machinists' trade, and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, turning, shaping, boring, planning, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

### **Machinists' Work**

**52. 2B** Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power, including diesels, and other metal power devices), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, equipment, bolting and breaking of all joints on superheaters; oxy-acetylene and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; car wheel borer, lasiter and lapping machine operators; place edge planer operator; super-heater bender and surfacer; engine truck fitter; tyre setter (driving wheels and engine truck); cylinder chipper; bras filer and assembler (not including trimming); packing of cab mountings and glands; tender truck building and repairing in back shops; crane slingers in locomotive shops on cranes of 100 ton capacity or over, not working under the direct guidance of a foreman; driving wheel pressmen; and all other work generally recognized as machinists' work.

### **Machinist Apprentices**

**52. 3B** Include regular apprentices in connection with the work defined by Rule 52.2.B

### **Trades Helpers' Work**

**52. 4B(a)** Helpers' work shall consist of helping machinists and apprentices, operating drill presses and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, cranemen helpers on locomotive and car work, except as provided in Rule 52.2A, attending tool room, shaft and machinery oiling; locomotive oiling; box packing, assisting in dismantling locomotives and engines; applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen, except as provided in Rule 52.2A; beltmen; motor truck operators; supply man (material carrier); lagger (other than wood); and all other work generally recognized as helpers' work.

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

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

**(ii)** will any mechanic presently in the work force be laid off or have his rate of

pay affected;

(iii) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(iv) will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

Removing main engines, compressors, trucks, draft gear and couplers, genemotors, drive shafts.

Dismantling main engines, trucks, compressors, roller bearings and boxes.

### **Machine Pressing Operations**

Pressing bushings in or out on brake gear, draft gear and other parts as required.

Repairing or replacing vehicle tires.

Removal and application of filters.

Grinding out nicks in axle body between wheel seats.

Dismantling trolleys for mechanical reefer cars.

Repetitive machine operations

Hand grinding and buffing

Milling machine (turnout and riser side plates and journal wedges)

Shaper (separator blocks and gauge plates)

Planer (heel filler and end blocks)

Shear bar stock

Saw rails

### **Trades Helpers**

**52. 8B A** helper when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

**52. 9B** When vacancies occur under classification of trades helper (temporary or permanent), trades helpers in the service will be given preference in promotion to position paying either the same or higher rate at shop employed, seniority to govern.

### **Markers Off**

**52. 10B** Machinists assigned as Markers Off, shall be paid as per Rule 32.1.

### **Trades Helpers entering Apprentice Training Program**

**52. 11B(a)** Helpers who have worked in the craft at Ogden Shops or on a Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper officer of the Company and the President of Local 101.

**(b)** Trades helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

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

**(c)** Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.

**(d)** The number of such apprentices will not exceed twenty percent of the total number of machinist apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

**52. 12B** In the event of not being able to employ machinists qualified in accordance with Rule 52.1 and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified machinists become available.

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

## **RULE 52C SHEET METAL WORKERS' CRAFT SPECIAL RULES**

### **Sheet Metal Workers' Qualifications**

**52. 1C** Any person who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing sheet metal work as applied to buildings, machinery, locomotives (steam or diesel), cars, etc., whether it be tin, sheet iron or sheet copper, shall constitute a sheet metal worker.

### **Sheet Metal Workers' Work**



**52. 2C** Sheet metal workers' work shall consist of silversmithing, tinning, coppersmithing, metal spray gun work in shops, yards, building, on passenger coaches, motor coaches and engines of all kinds including tenders; lead burning; babbiting (not scrap reclaimer); the building, erecting, assembling, installing, dismantling (for repairs only); and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron, sheet aluminum, of 10 gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron), including brazing, soldering, tinning, leading and babbiting (except car and tender truck journal bearings), the operation of Babbitt fires (in connection with sheet metal workers' work); oxy-acetylene and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work.

### **Sheet Metal Worker Apprentices**

**52. 3C** Include regular apprentices in connection with the work as defined by Rules 52.2.

### **Sheet Metal and Trades Helpers' Work**

**52. 4C (a)** Employees regularly assigned as trades helpers shall assist sheet metal workers and apprentices.

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

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts nor;

**(ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;

**(iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

**(iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

Dismantling radiators, cab heaters.

Grill removal.

Cleaning radiator cores, cab heater cores, lube oil cooler cores.

Tinning meat hooks.

### **Sheet Metal Worker and Trades Helpers Entering Apprenticeship Program**

**52. 8C (a)** Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a

credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper Officer of the Company and the President of CAW Local 101.

**(b)** A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

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

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

**(d)** The number of such apprentices will not exceed twenty percent of the total number of Sheet Metal Workers' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of CAW Local 101.

## **RULE 52D BOILERMAKERS & BLACKSMITHS CRAFTS' SPECIAL RULES**

### **A. Boilermakers' Craft Special Rules**

#### **Boilermakers' Qualifications**

**52. 1D** Any person who has served an apprenticeship or who has had four years' experience at the trade who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner shall constitute a boilermaker.

#### **Boilermakers' Work**

**52. 2D** Boilermakers' work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, riveting, chipping, caulking, flanging and flue work; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet iron or sheet steel work made of 16 gauge or heavier; (present practice between boilermakers and sheet metal workers on Railroads to continue relative to gauge of iron), including fronts and doors; grates and grate rigging, ash pans, front end netting and diaphragm work; engine tender, steel underframe and steel tender truck frames, except where other mechanics perform this work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums, applying and removing arch pipes; operating punches and shears for shaping and forming pneumatic stay bolt breakers, air rams and hammers; bull, jam and yoke riveters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing circles and coal buggies; eye beam, channel iron, angle iron and tee iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene and electric welding, on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work on steam, electric or diesel locomotives. It is understood that present practice in the performance of work between boilermakers and carmen will continue.

## **Boilermaker Apprentices**

**52. 3D** Include regular apprentices in connection with the work as defined by Rule 52.2.

## **Trades Helpers' Work**

**52. 4D (a)** Employees assigned to help boilermakers and their apprentices; operators of drill presses and bolt cutters in boiler shop, boiler washers and helpers, employees cutting only bar stock and scrap, flue cleaners. As far as practicable, regularly assigned helpers will be used on flange fires. Classified boilermakers' helpers will attend tool room in boiler shop where regular attendant is employed. Holding on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets, (except when performed by apprentices) and all other work properly recognized as boilermaker helpers' work.

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

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

**(ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;

**(iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

**(iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

Removing hoods

Removing pilots and steps

Repetitive machine operations

Operating punching machines

Operating shearing machines

All hand grinding and buffing

**52. 5D** In the event of not being able to employ boilermakers qualified in accordance with Rule 52. ID, and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions, until such time as qualified boilermakers become available.

An employee from within the craft promoted to temporary boilermaker may, after having accumulated four years' experience as a boilermaker, be given the qualifying test of the craft, and if successful, will be placed on the boilermakers permanent seniority list, and will be credited

with one year's seniority as of the date he accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

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

### **Special Services**

**52. 7D** Flange turners, layers out, and fitters up shall be assigned in back shops where flue sheets and half side sheets of fire boxes are flanged, removed and applied. One man may perform all these operations where the service does not require more than one man.

### **Protection of Boilermakers, Apprentices and Trades Helpers**

**52. 8D** Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated unless proper protection is provided.

**52. 9D** Not more than one oxy-acetylene welding or cutting operator or electric operator will be required to work in fire box or shell of boiler at the same time unless proper protection is provided.

**52. 10D** Oxy-acetylene welding or cutting operator or electric operator will be furnished with helper when necessary or when it is essential for personal safety.

**52. 11D** Should it become necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

**52. 12D** When it is necessary to renew, remove, or replace flue, door, side or crown sheets, by means of oxy-acetylene or other cutting and welding processes, such portion of the ash pan wings and grates as interfere with the operator will be removed. Dome caps will be removed and front ends opened up if required for proper ventilation.

**52. 13D** Boilers will have steam reduced or blown off and be sufficiently cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

**52. 14D** Fire boxes, front ends and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Front ends and fire boxes of engines held in for other than running repairs will be cleaned out before boilermakers or apprentices are required to work in them. Firebrick unduly interfering with the work to be performed will be removed.

**52. 15D** In back shops at least one boilermaker and a competent apprentice with at least two years' experience will be used to operate a long stroke hammer in continuous operation; that is, an air hammer capable of driving stay bolts or rivets 5/8" diameter or larger.

**52. 16D** When rolling or expanding superheater flues with pneumatic tools (not including beading) a boilermaker and a competent apprentice with at least two years' experience, will be used.

**52.17 D** At points where there are not sufficient boilermakers or apprentices available, a helper will be used to assist boilermakers to do such work.

**52.18D** No tapping or reaming will be done in fire boxes when same is near enough to endanger the men working on inside of fire box. A space of ten rows of stay bolts will be considered sufficient, it being understood that the helper will protect the men with a sleeve over tap, when tapping is being done.

**52.19D** When necessary, boilermakers shall be furnished with experienced helpers when sent out on the road or called in to work.

### **Removal of Flues**

**52.20D** When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliances as unduly interfere with the boilermaker will be removed. Centre arch pipes in engines, other than those equipped with combustion chambers, which unduly interfere with boilermakers in the performance of their work, will be removed.

### **Trades Helpers on Flange Fires**

**52.21D** Helpers on flange fires will not be asked to go outside of shop to handle fuel during cold weather before being given an opportunity to cool off.

### **Trades Helpers Entering Apprentice Program**

**52.22D (a)** Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper officer of the Company and the President of Local 101.

**(b)** A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

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

**(c)** Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.

**(d)** The number of such apprentices will not exceed twenty percent of the total number of boilermakers' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

## **B. Blacksmiths' Craft Special Rules**

### **Blacksmiths' Qualifications**

**52. 23D** Any person who has served an apprenticeship, or has had four years varied experience at the blacksmith's trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class, and with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

**52. 24D** Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering; spring-making, tempering and repairing, potashing, annealing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces, bulldozers, forging machines, dropforging machines, bolt machines and Bradley hammers; hammersmiths, drop hammermen, trimmers, rolling mill operators; automatic hammer men; spring plate operators, (except shearing and punching cold); bolt and nut makers; bending machine men; flue swedge operators (5 inches and over); car brake gear repairers; operating punches and shears, doing shaping and forming in connection with blacksmiths' work; forging stay bolts, oxy-acetylene and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

### **Blacksmith Apprentices**

**52. 25D** Include apprentices in connection with the work as defined by Rule 52.24D.

### **Trades Helpers' Work**

**52. 26D (a)** Employees assigned to helping blacksmiths and apprentices; heaters, hammer operators, machine helpers, drill pres and bolt cutter operators, punch and shear operators (cutting only bar stock and scrap) in connection with blacksmiths' work; flue end piecers; flue end cutters; flue saw operators; cold saw operators (rails and bar stock only); iron straighteners (scrap in dock and yard); iron choppers; and all other work generally recognized as blacksmith helpers' work.

**(b)** The assignment of work specified in this Rule 52.26(b) to helpers shall not be construed as restricting blacksmiths from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

**(ii)** will any mechanic presently in the work force be laid off his rate of pay affected;

**(iii)** will not interfere routinely with the normal mechanic, helper apprentice work gang team now in practice;

**(iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

### **Repetitive Machine Operations**

Operating furnaces for the purpose of stress relieving and annealing

Operating punches

Operating shears

Dismantling springs

Finish grinding of all types of track tools

Threading machine

Pointing machine

Dismantling brake beams

Straightening meat hooks

Temporary Blacksmiths

**52. 27D** In the event of not being able to employ blacksmiths qualified in accordance with Rule 52.23D and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified blacksmiths become available.

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

### **Rate to be Maintained**

**52. 28D** When the performance of a certain class of work is transferred and performed by different process the rate established under this Agreement for the work being transferred shall be paid for the time occupied in the performance of the work under the new process.

### **Rates for Trades Helpers' Building Fires**

**52. 29D** Trades helpers required to prepare heavy furnaces or build fires on their own time shall be paid time and one-half on a minute basis with a daily minimum of twenty minutes on that basis.

### **Heaters**

**52. 30D** Furnace operators (heaters) will be assigned to operate furnaces making or working material the equivalent of six inches square or over and heating it for hammersmiths.

Heaters will be assigned to operate furnaces used in connection with forging machines 4 inches and over, or to heat any material the Heaters will be assigned to heavy blacksmiths fires and drop hammer furnaces.

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

### **Hammer Drivers**

**52. 31D** Competent steam hammer drivers will be furnished.

#### **Blacksmiths Assigned to Road Work**

**52. 32D** Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by a helper when such work requires a helper.

#### **Trades Helpers Entering Apprenticeship Program**

**52. 33D (a)** Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper Officer of the Company and the President of CAW Local 101.

**(b)** A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8. An apprentice who due to a reduction in staff is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training.

**(c)** Except as otherwise provided for herein, the apprentice Rules covering regular apprentices shall also apply to these apprentices.

**(d)** The number of such apprentices will not exceed twenty percent of the total number of blacksmiths apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of CAW Local 101.

### **RULE 52E ELECTRICAL WORKERS' CRAFT SPECIAL RULES (INCLUDING ROAD AND TERMINAL ELECTRICIANS)**

#### **Electricians Qualifications**

**52. 1E** Any person who can produce documentation showing proof that he has completed an electrical apprenticeship or that he has had five years' occupational or on the job training equivalent to that of an electrician and is competent to execute the work to a successful conclusion will be rated as a journeyman electrician.

#### **Electricians' Work**

**52. 2E** Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, and welding on work generally recognized as electricians' work. All inside work on public address, shop telephone, fire alarms and electric recording systems, radio equipment and electric clocks, electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators. Inside and outside wiring of shops, buildings, yards and on structures, all electric wiring and conduit work in connection therewith, including steam, gas electric, diesel electric and electric locomotives,



passenger trains, motor cars, electric tractors and trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electric control. Electric cable splicers, electric crane operators for cranes of forty (40) ton capacity and over, linemen who are required to work on live catenary as part of their regular assignment, and all other work generally recognized as being electricians' work.

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

### **Classification of Linemen, etc.**

**52. 3E** Persons employed as linemen (except as covered by Rule 52.2E), motor attendants, generator attendants and sub-station attendants who start, stop and oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment, electric switchboard operators, coal pier dumpers, and coal pier conveyor car operators, in connection with the loading and unloading of vessels. Electric crane operators for cranes of less than forty (40) ton capacity.

Linemen's work shall include building, repairing and maintaining of pole lines and catenary, and supports for service wires and cables, overhead and underground, together with their supports. Maintaining, inspecting and installing third rail and bonding track rail, pipelines or conduit for these cables. All outside wiring in yards and other work properly recognized as linemen's work.

### **Classification of Groundmen, etc.**

**52. 4E** Groundmen's work shall consist of assisting linemen in their duties when said work is performed on the ground.

**52. 5E** Electric transfer table operators, coal pier elevator operators and coal pier electric hoist operators in connection with loading and unloading vessels.

**52. 6E** Include regular apprentices in connection with electrical workers.

### **Trades Helpers**

**52. 7E (a)** Employees regularly assigned as helpers to assist electrical workers and apprentices, also to perform such battery work as may be agreed upon and crane slingers and transfer table cable men.

**(b)** The assignment of work specified in this Rule 52.7(b) to helpers shall not be construed as restricting electrical workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

**(i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

**(ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;

**(iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(iv) will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

Disconnecting wiring from hood to engine, disconnecting wiring from components, i.e., main generator, engine governor, fuel and lube oil pumps, traction motors, removing panels, contactors, grids.

Dismantling components such as traction motors, auxiliaries, cab heater motors, fuel pump motors.

Servicing, disconnecting, removing and applying batteries on motive power and rolling stock.

### **Additional Functions**

Cleaning and lubricating all electrical equipment.

Undercutting armatures.

Stripping armatures.  
Taping and varnishing coils.

Varnishing motor and generator frames.

Operating baking ovens.

Cleaning fixtures and changing light bulbs and tubes.

(c) (Road and Terminal Electricians Only) Helpers governed by this agreement shall, to the extent that the attached Appendix "A" has application, be permitted to perform any of the work specified therein in addition to that work presently recognized as Trades' helpers work.

**52. SE** In the event of not being able to employ electricians qualified in accordance with Rule 52.1E and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified electricians become available.

An electrical employee from within the craft promoted to temporary electrician may, after having accumulated 5 years' experience as an electrician, be given the qualifying test of the craft and if successful will be placed on the electrician's permanent seniority list and will be credited with one year's seniority as of the date he accumulated the five years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

**52. 9E** In the event that the foregoing does not provide enough electricians to meet the requirements of the service, other employees may be transferred or hired as temporary electricians in training subject to their ability to successfully complete the required entrance examination in accordance with the provisions of Rule 23.

Such employees shall have their names included on the trades helpers seniority list as of the date they became trainee electricians and will be subject to displacement as qualified electricians become available. Upon completion of five years' service as an electrician such employee will be required to pass the craft qualifying test and if successful will have his name included on the permanent electricians' seniority list and will be credited with one year's seniority from the date he accumulated the five years' experience and will forfeit all seniority in the helpers' classification as of that date.

**52. 10E** In the application of Rules 52.8E and 52.9E an employee shall within thirty (30) days after the date he accumulated the five years' experience as an electrician be required to sign an option to either accept or decline permanent promotion as an electrician. In the event that such employee declines promotion or fails to pass the craft qualifying test he shall be required to revert to the former classification from which promoted.

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

### **Protection of Employees**

**52. 13E** Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons. Men who clean parts in lye vats will be supplied with gloves.

**52. 14E** When it becomes necessary to work on live wires or apparatus in excess of 300 volts, electrician or lineman shall not work alone. Where practicable two qualified electrical workers shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.

### **Electrical Workers Entering the Apprenticeship Program**

**52. 15E (a)** Electrical workers, who have worked in the craft for not less than 3 years consisting of a total of 726 working days may, if able to meet the other entrance requirements for regular apprentices apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper Officer of the Company and President of CAW Local 101.

**(b)** An electrical worker entering the apprentice training program will have his seniority protected in the classification from which promoted during his term of apprenticeship but shall not be permitted to return to his former classification except in the case of reduction of staff or if unsuitable as an apprentice in accordance with Rule 31.8. An apprentice who due to reduction in staff is returned to his former classification will, when an increase in staff permits, be obligated to resume his apprentice training.

**(c)** Except as otherwise provided herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of electricians' apprentices employed in any one Region except as may be mutually agreed between the proper officer of the Company and the President of CAW Local 101.

## **RULE 52F PIPEFITTERS' CRAFT SPECIAL RULES**

### **Pipefitters' Qualifications**

**52. 1F** Any person who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing pipe work as applied to buildings, machinery, locomotives (steam or diesel), cars, and capable of bending, fitting and brazing of pipe, shall constitute a pipefitter.

### **Pipefitters' Work**

**52. 2F** Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives and engines of all tenders, motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water, or any liquids above and below ground; cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work.

### **Pipefitter Apprentices**

**52. 3F** Include regular apprentices in connection with the work as defined by Rule 52.1F.

### **Trades Helpers' Work**

(a) Employees regularly assigned as trades helpers shall assist pipefitters and apprentices.

(b) The assignment of work specified in this Rule 52.3 F(b) to helpers shall not be construed as restricting Pipefitters from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

(i) will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor

(ii) will any mechanic presently in the work force be laid off or have his rate of pay affected;

(iii) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;

(iv) will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

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

Disconnecting, removing and stripping piping as per Rule 52.22;.

### **Trades Helpers Entering Apprenticeship Program**

**52. 6F (a)** Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 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 as may be mutually agreed between the proper officer of the Company and the President of Local 101.

**(b)** A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

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

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

**(d)** The number of such apprentices will not exceed twenty percent of the total number of Pipefitters' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

**52. 7F** In the event of not being able to employ pipefitters qualified in accordance with Rule 52.1F and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified pipefitters become available.

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

### **RULE 53 CONTRACTING OUT**

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

**(i)** when technical or managerial skills are not available from within the Company and cannot be made available through a reasonable level of training, re-training or upgrading of the active or laid-off employees; or

**(ii)** where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees and cannot reasonably be made available; or

**(iii)** when essential equipment or facilities are not available and cannot be made available at the time and place required from Company property, or 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.

**53. 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.

**53. 3** At a mutually convenient time at the beginning of each year and, in any event no later than Jan 31<sup>st</sup>, 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. Except in case of emergency, such notice will be not less than 30 days.

**53. 4** The Company will advise the Union representative 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.

**53. 5** Except in cases where time constraints and circumstances prevent it, the Company will hold discussions with representatives of the Union in advance of the date contracting out is contemplated. The Company will provide the Union 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, and any other details as may be pertinent to the Company's decision to contract out. During such discussions, the Company will give due opportunity and consideration to the Union's comments on the Company's plan to contract out and review in good faith such comments or alternatives put forth by the Union. If the Union can demonstrate that the work can be performed internally in a timely fashion as efficiently, as economically, and with the same quality as by contract, the work will be brought back in or will not be contracted out, as the case may be.

**53. 6** Should a Regional Union Representative, 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.

**53. 7** In the event Union representatives are unavailable for any meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

**53. 8** 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.

### **Closed Period Contracting-Out Proposal**

**53. 9** The parties agree to establish a Joint Committee, composed of representatives of Alstom and the CAW, which is mandated to review all instances of contracting-out of work coming under the scope of Ogden Shops. The parties agree to use their best efforts in order to achieve a resolve, by mutual agreement, on all identified items.

In reviewing identified items, the parties will take into account all of the factors that drive contracting decisions. These factors include economics, flexibility, capacity, equipment, quality, time constraints and customer requirements.

Where a business case cannot be made to have the work performed in-house under the existing collective agreement terms and conditions, the parties may, by mutual agreement, modify such terms and conditions in an effort to have the work performed in-house.

The review process will be limited to two items per month unless otherwise mutually agreed to by the parties.

#### **RULE 54 INTENTIONALLY LEFT BLANK**

#### **RULE 55 INCIDENTAL WORK \* TO BE REMOVED WHEN SKILLED TRADES IMPLEMENTED.**

**55. 1** The purpose of this Rule is to provide for a procedure whereby, under certain circumstances, work pertaining to one trade, as per the Special Trade Rules, may be performed by another trade.

**55. 2** Except as is permitted by this rule, work will be performed by employees in the trade 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 trades, a tradesman in one trade may be required to do the work of another trade 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 trade. 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.

**55.3** The maximum period of time that an employee in one trade may be assigned to do the work of another under paragraph 55.2 shall be limited to thirty (30) minutes in respect of any one such integrated work assignment.

**55. 4** No employee shall be laid off as a direct result of the application of this incidental work rule.

**55. 5** In the three-month period at the start of each calendar year, the Company will be free to serve a list of further proposed integrated work assignments to the Regional Union Representative involved.

**55. 6** Within thirty (30) days of the serving of a list of proposed integrated work assignments, the parties will meet to review the integrated work assignments forwarded to the Union. If thirty (30) days following the date of 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.

**55. 7** 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.

**55. 8** 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 trade 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.

## **RULE 56 TRANSLATION OF AGREEMENT**

### **56. 1 INTENTIONALLY LEFT BLAND**

## **RULE 57 REVISION OF RULES**

**57. 1** Should either party to this Agreement desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within thirty (30) days.

**57. 2** Other than additions, deletions or modifications which may result from the work of the Joint Trades Modernization Committee and/or related arbitration, it is understood that no changes to work rules shall be implemented except by mutual consent of the parties to the Collective Agreement.

**57.3** Certain rules, including but not limited to Rule 31 and Rule 52, are subject to addition, deletion or change during the term of this Collective Agreement as may be agreed upon by the Joint Trades Modernization Committee and/or the decision of an arbitrator.

## **RULE 58 SCOPE OF GENERAL AND SPECIAL RULES**

**58. 1** Except as provided for under the Special Rules contained in Rule 52 of this agreement, the general rules shall govern in all cases.

## **RULE 59 PRINTING AND PROOF READING OF AGREEMENTS**

**59. 1** The Union and the Company shall proof-read the Collective Agreement for typographical errors, consistency in titling and language.

**59.2** Within 60 days of the signing of the Memorandum of Agreement, the collective agreement shall be printed and will include the benefit plans in one book. While contained in the collective agreement booklet, the benefit plans do not form part of the Collective Agreement. The cost shall be borne by the Company.



**RULE 60 USE OF MASCULINE GENDER**

**60. 1** The use of the masculine gender in this agreement includes the feminine and vice-versa.

**RULE 61 DURATION OF AGREEMENT** \*

**61. 1** Except as otherwise provided herein, this Collective Agreement No. 2, and all mutually accepted rulings or interpretations related thereto is effective January 1, 2005 and will remain in effect until April 30, 2011

Signed at Calgary, Alberta the 19th day of April 2007

FOR THE COMPANY

FOR THE UNION

Gorey Cautler  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Nelson Lopez  
[Signature]  
\_\_\_\_\_

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**APPENDIX 1**

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**APPENDIX 2**

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**APPENDIX 3**

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## APPENDIX 5

### File: Application of Rule 31

Page 1 of 2

Calgary, Alberta

December 16<sup>th</sup>, 1988

Mr. C. Robert  
System General Chairman  
International Association of  
Machinists and Aerospace Workers  
1033 De La Ventrouze  
Boucherville, Quebec  
J4B 5V1

Dear Sir:

This will confirm the understanding reached during the discussions held in 1975 that in the application of Rule 31 of Collective Agreement No. 101 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 Collective Agreement No. 101.

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) K.E. Webb  
Manager, Labour Relations

I concur:

(sgd) D. Cross  
President, Local 101, CAW-TCA Canada

**APPENDIX 6**

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## APPENDIX 8

### File: Unable to report/ Snow conditions

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross  
President, Local 101  
Rail Division, CAW-TCA Canada  
116 - 1376 Grant Avenue  
Winnipeg, Manitoba  
R3M 3Y4

Dear Sir:

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 Parlour 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 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 Parlour 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) K.E. Webb  
Manager, Labour Relations

I concur:  
(sgd) D. Cross  
President, Local 101  
CAW-TCA Canada

# APPENDIX 9

## Annual Vacation Table

On January 1 <sup>st</sup> each year, eligible employees will scheduled for vacations of:	<b>VACATION CHART EFFECTIVE JANUARY 1<sup>ST</sup></b>														
	Number of days of Cumulative Service														
1 day for every 25 days or major portion thereof in the previous year, then	13 to 37	38 to 62	63 to 87	88 to 112	113 to 137	138 to 162	163 to 187	188 to 212	213 to 237	238 to over					
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then	9 to 25	26 to 41	42 to 58	59 to 75	76 to 91	92 to 108	109 to 125	126 to 141	142 to 158	159 to 175	176 to 191	192 to 208	209 to 225	226 to 241	242 to over
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	8 to 18	19 to 31	32 to 43	44 to 56	57 to 68	69 to 81	82 to 93	94 to 106	107 to 118	119 to 131	132 to 143	144 to 156	157 to 168	169 to 181	182 to 193
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	6 to 15	16 to 25	26 to 35	36 to 45	46 to 55	56 to 65	66 to 75	76 to 85	86 to 95	96 to 105	106 to 115	116 to 125	126 to 135	136 to 145	146 to 155
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	5 to 12	13 to 20	21 to 29	30 to 37	38 to 45	46 to 54	55 to 62	63 to 70	71 to 79	80 to 87	88 to 95	96 to 104	105 to 112	113 to 120	121 to 129
Number of vacation days with pay earned for current year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

On January 1 <sup>st</sup> each year, eligible employees will scheduled for vacations of:	<b>VACATION CHART EFFECTIVE JANUARY 1<sup>ST</sup></b>														
	Number of days of Cumulative Service														
1 day for every 25 days or major portion thereof in the previous year, then															
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then															
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	194 to 206	207 to 218	219 to 231	232 to 243	244 to over										
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	156 to 165	166 to 175	176 to 185	186 to 195	196 to 205	206 to 215	216 to 225	226 to 235	236 to 245	246 to over					
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	130 to 137	138 to 145	146 to 154	155 to 162	163 to 170	171 to 179	180 to 187	188 to 195	196 to 204	205 to 212	213 to 220	221 to 229	230 to 237	238 to 245	246 to over
Number of vacation days with pay earned for current year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

Note: In order to calculate the number of days vacation allowable, add to the number of days of cumulative service in the previous year, any time off duty on account of illness, injury attending committee, hearing of called to court as a witness or for uncompensated jury duty, up to a maximum of 100 days each year.

**APPENDIX 10**

**Development of a Benefits Booklet**

CALGARY, February 11, 2005

Mr. Tom Murphy  
President  
Local 101, CAW/TCA Canada  
Rail Division  
207 - 1st Avenue S.  
Langdon, Alberta  
T0J 1X1

Dear Sir:

During our discussions, you raised concerns that the Benefit Plan contract provisions are difficult to read and do not describe in sufficient detail the benefits available to employees.

In this regard, the Company is prepared to develop a benefit booklet outlining the benefits covered by each Benefit Plan. The booklet will be developed within 180 days of ratification.

Yours truly,

(Signed) Paul Wajda

Director, Labour Relations

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## APPENDIX 14

### File: Seniority - Excepted Positions

Page 1 of 2

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

cc: Mr. S. A. Horodyski

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## APPENDIX 18

### Duly Authorized Representatives

CALGARY, February 11, 2005

Mr. Paul Wajda  
Director, Labour Relations  
CPR

Dear Paul:

This is in regard to discussions during Collective Bargaining concerning which CAW Union Representatives in the work place are considered the “duly authorized representatives” as referred to in Rule 28 of the Collective Agreement.

Please be advised that the “duly authorized representative” as referred to in Rule 28 is the Local Chairperson or his/her designate(s). These designates include, but are not limited to, work place representatives such as Stewarts, Zone Reps, etc...

These representatives are elected to administer the Collective Agreement on behalf of the Union in the work place. (ie: attending statements, grievance handling, dealing with Benefit problems, Service outside points of the Company, etc...)

In our arrangements with the Company a number of Local Chairpersons have accepted the additional duties of calling overtime, canvassing for vacations, reviewing job bulletins, reviewing seniority lists, etc...

Health & Safety Reps. are as defined in Rule 44.

Human Rights/Employment Equity Reps are as defined in Rule 43 and additional Letter(s) of Understanding regarding same.

Other work place Reps may include, Skilled Trades Rep as referred to in Rule 31 & Appendix 45, Labour adjustment Reps as referred to in Article 2 of the Job Security Agreement, etc...

Lodge Representatives such as Lodge Presidents, Vice-presidents, etc... are not considered “duly authorized representatives” as referred to in the Collective Agreement.

Hoping this clarifies the duties of our work place union representatives.

Sincerely,

(Signed) Tom Murphy  
President, Local 101

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**APPENDIX 19**

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## APPENDIX 20

### Work, Life and Family Balance Issues

CALGARY, February 11, 2005

Mr. Brent Laing  
General Manager  
Mechanical operations, CPR

Dear Brent:

This is in regard to concerns raised by the Union during bargaining with respect to work life and family balance issues.

We discussed at some length likely causes and possible solutions but did not settle on any particular remedy in that regard, save for the pilot project relating to twelve, ten or eight hour shifts or the possible combination thereof as a possible solution to achieve better rest days.

During our discussions, other work life and family balance issues, which included, but was not limited to: respect in the work place; work loads; overtime; excessive discipline; supervision issues; inconsistent application of the collective agreement; flex-time issues; etc... were discussed.

The parties agreed that, during the closed period, work life and family balance issues, such as those identified above, would be investigated and all possible solutions would be seriously considered.

If this reflects your understanding, please concur in the space provided below:

Yours truly,

(Signed) Tom Murphy  
President, Local 101

I concur:

(Signed) Brent Laing  
General Manager, Mechanical

**APPENDIX 21**

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## APPENDIX 22

### Seniority Lists, Rule 23.5

CALGARY, February 11, 2005

Mr. Tom Murphy  
President, Local 101  
Rail Division, CAW-TCA Canada  
207 Ulm Street, Box 493  
Langdon, AB  
T0L 1X0

Dear Sir,

This letter serves as reference to clarify the intention of Rule 23.5 of the CAW Collective Agreement No 101, which reads:

“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.”

The following clarification is understood and agreed to:

Once seniority lists are posted it becomes the employee responsibility to review the lists and advise the Company if any corrections are necessary. This must be done within the 60 calendar days as stated in Rule 23.5. Should the Company not be advised of any disputes, within the 60 calendar days, no further corrections will be made. Therefore, if the seniority date is the same as posted on the previous seniority list and no dispute was made, the seniority date will remain as currently posted with no grievances being allowed.

Upon receiving your concurrence with the above clarification, this process will be implemented on all territories.

We thank you in advance for your attention to this matter.

Sincerely,

(Signed) Len Wormsbecker  
Manager, Labour Relations

I concur: (Signed) Tom Murphy

President, Local 101

**APPENDIX 23**

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**APPENDIX 26**

**File: Human Rights Training**

July 24, 1995

Mr. Dennis Cross  
President, Local 101  
Rail Division, CAW-TCA Canada  
1313 Border Street, Unit 8  
Winnipeg, Manitoba  
R3H 0X4

Dear Sir:

During recent discussions at the National negotiations the parties concluded that the new collective agreement should include a statement that there shall be no discrimination, interference, restriction or coercion permitted in the workplace. with respect to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability or conviction for which a pardon has been granted.

We also recognized the need to carry this message to all CAW-represented employees in mechanical facilities across Canada and it was agreed that, within the first year following the signing of this collective agreement, the parties would undertake to jointly develop a training program for all such employees. As part of the process, the parties would also develop an appropriate mechanism for the delivery of such a program.

I shall appreciate if you will, in due course, advise me who will represent the CAW-TCA Canada on a committee to develop this training program.

Yours truly,

(sgd) K.E. Webb  
Manager, Labour Relations

**APPENDIX 27**

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**APPENDIX 30**

**File: Job Safety Analysis (JSA)**

September 8, 1998

Mr. Dennis Cross  
President, Local 101  
Rail Division, CAW-TCA Canada  
116-1376 Grant Avenue  
Winnipeg, Manitoba  
R3M 3Y4

Dear Sir:

During the collective bargaining process, the Union raised concerns about the conducting of Job Safety Analysis (JSA) and the possibility of bargaining unit members being required to also conduct time studies in relation thereto.

By way of response, the Company assured the Union that its intent was not to introduce time studies into the Job Safety Analysis developmental process nor shall JSA's be used as a basis for time studies. This shall in no way limit the Company's right to conduct time studies apart from Job Safety Analysis.

Yours Truly,

(signed) Doug Cooke  
Director, Labour Relations

I CONCUR:

(signed) Dennis Cross  
President, Local 101  
CAW-TCA Canada

## APPENDIX 31

### File: Human Rights/Employment Equity

Page 1 of 2

September 1, 1998

#### Canadian Pacific Railway - Canadian Auto Workers: Human Rights/ Employment Equity - Mechanical Services Group

The following proposal represents agreement between the Canadian Pacific Railway (CPR) and the Canadian Auto Workers (CAW) with respect to employment equity initiatives involving the Mechanical Services Group (MS) in Canada:

The parties agree that a National CPR/CAW Human Rights/Employment Equity Committee shall be established and shall consist of:

- ◆ one member who is CAW Local 101's HR/EE Coordinator
- ◆ one member who is a national CAW representative,
- ◆ one member who is a senior manager within the MS group, and
- ◆ one member who is a CPR Manager responsible for Human Rights/Employment Equity.

The National Committee will meet in January, June and October unless otherwise mutually agreed.

The role of the National Committee shall include, but will not necessarily be limited to, the following:

- ◆ Advance Human Rights and Employment Equity principles and initiatives at the National and Local Levels.
- ◆ Analyze and prioritize suggestions received from the Local Human Rights/Employment Equity Committees (LHR/EECs).
- ◆ Delineate the action steps, accountabilities and target completion dates for initiatives to be adopted.
- ◆ Keep members of the 22 Local Human Rights/Employment Equity Committees (LHR/EECs) up to date on the status of the Human Rights and Employment Equity initiatives selected for action, and enlist their assistance where warranted.

Recognizing the Company's legal responsibilities under the Employment Equity Act, CPR and the CAW agree to jointly develop an Employment Equity plan through this Committee, for unionized employees within the MS group. It is understood that this plan must meet the requirements of the law.

Page 2 of 2

All Local Human Rights/Employment Equity Committees (LHR/EECs) shall consist of two members as follows:

- ◆ one local CAW representative.
- ◆ one local Management representative.

The role of the Local Human Rights/Employment Equity Committees (LHR/EECs) with respect to Human Rights and Employment Equity shall include, but not necessarily be limited to, the following:

- ◆ To foster Human Rights and Employment Equity at the local level;
- ◆ To consult the employees at the local level in order to develop and input to the National Committee their suggestions for initiatives that would help improve Human Rights and Employment Equity locally;
- ◆ To forward to the National Committee concerns and suggestions for action at any time throughout the year as they arise.
- ◆ To work with the members of the National Committee on specific Human Rights and/or Employment Equity projects or initiatives adopted for action by the National Committee that apply locally.

The parties recognize the Company's obligations under the law.

**APPENDIX 32**

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## APPENDIX 33

File: Prescription safety glasses

June 12, 2002

Mr. Tom Murphy  
President, Local 101  
Rail Division, CAW-TCA Canada  
Suite B-21 6020 2<sup>nd</sup> Street S.E.  
Calgary, AB T2H 2L8

Dear Sir:

During collective bargaining, the Union presented proposals concerning the payment of prescription safety glasses.

The Company indicated that the Company Policy on Safety will be applied to the cost of prescription safety glasses up to \$200.00 every 24 months. The \$200.00 will be waived when an employee has bona fide medical reasons (e.g., skin allergies) that require special frames. Following this advice, the Union withdrew its proposal concerning safety glasses.

Yours truly,

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**APPENDIX 34**

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**APPENDIX 35**

**File: Cumulated Compensated Service for Union Officers**

September 8, 1998

Mr. Dennis Cross  
President, Local 101  
Rail Division, CAW-TCA Canada  
116-1376 Grant Avenue  
Winnipeg, Manitoba  
R3M 3Y4

Dear Sir:

This has reference to the Union's demand to deem all service rendered as full time union officer as cumulated compensated service.

The Company has agreed to provide the employees on leave of absence or Union business with full credit of cumulative compensated service for annual vacation purposes only.

Yours truly,

(signed) Doug Cooke  
Director Labour Relations



**APPENDIX 36**

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**APPENDIX 37**

**File: Overtime levels**

Calgary, March 12th, 2001

Mr. Tom Murphy  
President Local 101  
Rail Division, CAW/TCA

Dear Tom,

During negotiations concerns were raised in regards to the ongoing high level of overtime worked at certain facilities.

It was agreed that when requested by the Union, a meeting will be arranged and that the parties will discuss in good faith the concerns raised by the union as well as concerns of the Company.

(Signed) Doug Cooke  
Manager, Labour Relations

## APPENDIX 38

### CAW Trainers Policy

CALGARY, February 11, 2005

Mr. Tom Murphy  
President  
Local 101, CAW/TCA Canada  
Rail Division  
207 - 1st Avenue S.  
Langdon, Alberta  
T0J 1X1

Dear Sir:

This will reaffirm that we will follow the existing policy on CAW trainers as outlined in the letter dated October 15<sup>th</sup>, 1998 for the duration of this Agreement.

Further, in instances where a trainer trains only one day, the seven hour premium will be prorated per day at 1.4 hours.

Yours truly,

(Signed) Len Wormsbecker

Manager, Labour Relations

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**APPENDIX 39**

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**APPENDIX 40**

**File: Driver's License Training Policy**

March 12<sup>th</sup>, 2001

Mr. Tom Murphy  
President, Local 101  
Rail Division, CAW/TCA

Dear Tom:

This will reaffirm the existing Company practice of covering course and test costs associated with obtaining special class driver's licenses, required by the Company for the performance of regular duties. Employees will not lose earnings in the acquisition of any such license.

Yours truly,

(Signed) Mr. D. Cooke  
Manager, Labour Relations

**APPENDIX 41**

**File: Rule 27.1**

Canadian Pacific Railway

Calgary, March 12th, 2001

Mr. Tom Murphy  
President  
CAW – TCA Local 101

Dear Sir,

Our proposed addition to Rule 27.1 reads that " Employees from the bargaining unit set-up to fill these temporary vacancies shall not be allowed to work their trade position within the same calendar day". With this proposal, we would like to also deliver our assurance that it is not the intent of the Company that any employees or supervisors gain or suffer as a result of this provision. There will be instances quite naturally when more than 40 hours are worked in a calendar week. However, please be advised that Mechanical Services does not condone any abuse of this Rule, and at the same time encourages that any perceived slippage in this regard be brought to the attention of the appropriate Service Area Manger and the Manager, Labour Relations.

Yours truly,

(Signed) Doug Cooke  
Manager, Labour Relations

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**APPENDIX 42**

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**APPENDIX 43**

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**APPENDEX 44**

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## APPENDIX 45

### TRADES MODERNIZATION - SKILLED TRADES AGREEMENT

#### LINES OF DEMARCATION

In what follows, all types of work as set out shall be performed exclusively by employees in the respective trade:

It is understood that all the Trades mentioned herein shall carry a Red Sealed Trades designation. The Trade designations listed herein are subject to final approval by the respective Provincial Apprenticeship branches as well as the Red Seal committee and may not end up as so named in this Document.

#### 1. LOCOMOTIVE ELECTRICIAN

Diagnoses, inspects, troubleshoots, performs on-board diagnostics, adjusts, services, repairs, constructs, assembles, calibrates, installs, modifies and maintains all types of electrical and electronic high or low voltage circuitry systems and equipment (including all necessary wiring) on buildings, lines, machinery, locomotives, cars and special track equipment. Services, tests and replaces all components used in electronic circuits. May plan and perform job layout. Works from blueprints, circuit diagrams, schematics and sketches. Uses hand tools and various electrical testing precision measuring instruments and machines. Has working knowledge of Industrial Electronics and National Electrical Codes. Adapts to new methods, processes, material and equipment.

#### 2. INDUSTRIAL MECHANIC / MILLWRIGHT

Performs installation, general servicing modifications, maintenance and repairs necessary to keep shop machinery, machine tools, tools, stationary equipment, non-self-propelled mobile equipment, overhead cranes, exhaust and vacuum systems, material moving systems, pumps, hydraulics, motors and other plant equipment in efficient operating condition. The work includes diagnosing the cause of malfunctioning machines and other plant equipment and making necessary adjustments, repairs and as necessary making parts incidental to the work. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, material and equipment.

#### 3. LOCOMOTIVE MECHANIC

Maintains, overhauls, reconditions, disassembles, services, repairs, assembles, installs, adjusts, aligns rotating equipment, tests, documents and modifies components and systems on locomotives, and all track equipment generally recognized as Locomotive mechanics work. Maintains, services and repairs all mobile equipment and vehicles used in plant, yard and road service. Makes the evaluation of parts for reuse, repair or replacement. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, material and equipment. Performs non-structural welding, i.e. Tacking.

#### 4. STEAMFITTER / PIPEFITTER / PLUMBER / GAS FITTER

Plans, lays out, fabricates, installs, repairs and maintains high and low pressure pipeline systems, steam, water, air, oil, acid, gas, solvents including all pressure systems, sewer piping, sprinkler and fire extinguishing systems, gas fitting and heating systems for plants and facilities. Installs, repairs and maintains pumps, valves, traps, waste and sewage plumbing systems as well as all associated piping and components for plants and facilities. Fabricates and manufactures all necessary piping and associated devices for plant maintenance. Has working knowledge of national and provincial safety codes relating to the trade. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, material and equipment.

#### 5. SHEET METAL WORKER

Plans, lays out, assembles, installs and services: ducting, spouting, fittings, cabinets, gutters, copings, flashing, supporting devices and integral equipment associated with the blow pipe, air pollution, heating, ventilating, air conditioning, roofing, cladding and siding for plants and facilities. Fabricates and manufactures all necessary sheet metal items and associated devices for plant maintenance. Has working knowledge of national and provincial safety codes relating to the trade. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, materials and equipment.

#### 6. RAILCAR MECHANIC

Maintains, overhauls, reconditions, disassembles, service, repairs, assembles, installs, adjust, test, documents and modifies components and systems on cars and all track equipment generally recognized as Railcar's Mechanics work Plans, lays out, fabricates, installs, modifies and repairs metal components, fittings and assemblies pertaining to cars, locomotives, equipment, buildings and facilities. Plans, lays out and sequences work operations and performs the related work necessary to perform structural or frame welding on cars, locomotives, equipment, buildings and facilities. Performs priming, preparing, painting and associated tasks on cars, locomotives, equipment, buildings and facilities. Works to blueprints, schematic drawings, service manual and other like information. Performs train inspection (i.e wrecking service) according to regulation and policies. Adapts to new methods, processes, materials and equipment.

#### 7. MACHINIST

Programs, sets up and operates different major types of machine shop equipment including lathes, planners, milling, turning and boring machines. Lays out own work, responsible for performing all machine operations necessary to complete assigned job, in the production of parts, fitting of parts, tools and components wherein they must operate mills, lathes, drill presses and shapers. Selects tools, speeds and feeds. Works from drawings, engineering orders, sketches or verbal instructions. Uses a wide variety of precision measuring instruments. Such as scales, micrometer, verniers, gauges, squares, indicators, etc. Plans work for the best sequence of operations. May operate any standard machine tool within their capabilities, including grinders. Uses shop mathematics. Works to blueprints, schematic drawings, Machinist's handbook and other like information. Knowledge of machine shop practice, feeds, tooling, working qualities of metals required. Adapts to new methods, processes, material and equipment.

## TRADES MODERNIZATION EXPLANATORY LETTER

The following points mutually address various questions which arose in the course of finalizing the Trades Modernization negotiations.

### A. Clarifications in Connection With The Trades Job Descriptions

#### Locomotive Electricians and Locomotive Mechanics

Locomotive Electricians will have sole responsibility for all locomotive electrical trouble-shooting, all electrical repairs, rewiring or rebuilding, all electrical bench and component work or work in the electrical cabinet, and all high voltage work. Locomotive Mechanics will be assigned to perform trip inspections and data inspections, or replacements or change outs of parts or components, without the need to call a Locomotive Electrician. This will not restrict the use of Electricians to perform these functions when necessary.

The following examples arose in the course of discussion and are not meant to be exhaustive or characteristic, but are only listed for illustration:

1. Locomotive Electricians need not be assigned to disconnect traction motor cables.
2. If a locomotive is shopped with an axle generator cable having been knocked loose, the Locomotive Mechanic may be assigned to re-connect it.
3. Following a data inspection, the Locomotive Mechanic starts up the locomotive to perform running checks and notices a cab heater is not functioning. Upon removing the cover, he sees that a brush is disconnected. He may replace the brush without the need to call a Locomotive Electrician.

Also, it was agreed that any "integrated work assignments" whereby work previously performed by railway electricians is now performed by other trades, would not require a Locomotive Electrician to be assigned. In addition and in general, all "integrated work assignments" previously negotiated or arbitrated shall require no more than a single trade each for their performance.

#### RAILCAR MECHANIC

In cases of need in one of the locomotive or car sides, a Rail Car Mechanic from the other side could be assigned, if available.

Provincial welding certification will be compulsory for all members of this trade choosing to enter formal trades training, but in any event such training will be no less than the current CP standard.

The establishment of this Trade is not meant to prohibit other trades from performing non-structural welding, minor painting work, or woodwork in the course of performing the usual work of their trades, where such welding, painting, or woodwork falls within their curricula and normal work practices.

## Machinist

Where there is insufficient work at a facility to justify the full-time use of an Machinist or Industrial Mechanic/Millwright to operate a wheel-truing machine, a Locomotive Mechanic may be used.

In the Job Description, the words, "Parts, Tools, Components" shall also include wheels, axles, rails, frogs, switch points, etc.

## Pipefitters and Sheet Metal Workers

Where there is insufficient plant maintenance work to fully utilize the above trades, they may be additionally assigned to fabricate and manufacture items for use on locomotives and cars and other similar duties as per the skills and job functions inherent in their trades.

Where employees currently classified as Pipefitters or Sheet Metal Workers are re-deployed as Railcar Mechanics or Locomotive Mechanics, and where Pipefitter or Sheet Metal Workers' work (as per the new trade descriptions) expands in quantity, such employees will have prior rights to perform the respective work of their former trade (seniority to govern).  
Blacksmiths

Employees currently classified as blacksmiths will be re-classified as Railcar Mechanics. To the extent that blacksmith work (forge, furnace, etc.) continues to exist or may be re-established in the future, employees currently classified as blacksmiths will have the right, by seniority and qualifications, to claim such work.

## B. Future Discussion

The parties will commence a fact-finding review involving all non-trades employees represented by the CAW. The parties will explore the possibility of merging non-trades classifications, redefining job descriptions as well as exploring any other issues that are relevant given the new Modernized Trades. It is further confirmed that non-trades classifications will continue to enjoy the no-layoff or reduction in rate of pay conditions contained in the May 5, 1995 letter.

## C. Other Bargaining Units and Contracting-Out

Nothing in this agreement is intended to either expand or diminish the scope of work of this bargaining unit in relation to other bargaining units, non-bargaining units or outside contractors.

Likewise, it is not intended that, through implementation of this agreement, shopcraft journeymen should lose the skills required for any of the work presently and normally performed by them. Should this happen in respect of any such work in the future, the parties would ensure that necessary measures are taken to provide the required skills through upgrading, rather than citing the lack of such skills as justification to remove the work from the bargaining unit.

#### D. Transitional Period

1. No later than August 1, 1996, the company shall provide to the Skilled Trades Committee its proposed numbers of employees per modernized trade by facility.
2. The Skilled Trades Committee shall approve the proposal by August 8, 1996, or identify those aspects where there may be an unresolved disagreement between the parties. Items which remain in dispute shall be subject to the disputes resolution procedure as set out in the Skilled Trades document (page 10, under Lines of Demarcation disputes). The parties agree, if necessary, to submit any such disputes to Mr. K. Burkett as a single arbitrator.
3. Subject to the above, a canvass procedure will be initiated August 8, 1996 and close October 15, 1996, whereby active craft journeyman employees will be permitted to bid upon the available trades as agreed above. Employees on ES, enhanced SUB or other laid-off status, employees on leave of absence for any reason, and apprentices and trainees will also be required to declare their preference of trade at a later time, in accordance with criteria to be established by the parties.

Bids will be awarded in order of journeyman seniority date (where an employee holds more than one journeyman seniority date, the earlier shall apply) **and** in accordance (where necessary because of insufficient or surplus bidders for certain trades) with the natural craft-to-trade streaming process as decided between the parties. Where necessary to assign an employee contrary to his/her bid, such assignment shall be on the "junior must" basis. New seniority lists shall be established accordingly for the modernized trades.

"Natural flow" is defined as follows:

MACHINISTS to: Locomotive Mechanic; Industrial Mechanic/Millwright; Machinist.

CARMEN to: Railcar Mechanic.

Note: There are circumstances whereby Carmen positions may become Locomotive Mechanics in locomotive shops.

ELECTRICIANS to: Locomotive Electrician; Locomotive Mechanic.

BLACKSMITHS to: Railcar Mechanics

BOILERMAKERS to: Railcar Mechanic; Locomotive Mechanic.

PIPEFITTERS to: Pipefitter; Railcar Mechanic; Locomotive Mechanic.

SHEET METAL WORKERS to: Sheet Metal Worker; Railcar Mechanic; Locomotive Mechanic.

NOTE: The above "flow" is intended as a general guideline only. The Skilled Trades Committee may make any necessary adjustments in assessing individual cases.

4. At least twenty (20) percent of all trades employees will begin formal training in their modernized trades November 1, 1996. Another twenty (20) percent (or more, depending on operational possibilities) will be rolled into training each year thereafter. The twenty (20) percent shall be by modernized trade and by location, and will be chosen by canvass and awarded by seniority annually.
5. Journeyman employees who are not in formal certification training may be required to perform work in the traditional scope of their original craft to facilitate the certification of the employees in the new modernized trade. However the assignment of such work will not cause the employee to be assigned to less favorable shift or rest days than the employee presently holds in his new modernized trade.
6. Employees, who change trades will only be assigned to perform work in accordance with their newly selected trade if qualified to perform such work safely.
7. It is recognized that with the passage of time, the distribution of skilled trades opportunities by location may change significantly while the training process is still under way. It is accordingly agreed that the Skilled Trades Committee will revisit, as and when necessary, the elections initially made by employees and bring about any necessary adjustments

#### E. Seniority

1. No employee currently in service shall lose their employment, seniority rights, rate of pay, future increases, benefits, nor be disqualified from any position as a result of the implementation of the Modernization process (for example, as a result of electing to not take certification training).
2. After the completion of the canvassing process, new seniority lists will be established for the new modernized trades. Employees' names will be ranked on the lists in accordance with their craft journeyman seniority date and their selection.
3. Upon completion of the canvassing process and establishment of new seniority lists, the new trades seniority will be effective for all seniority purposes. The new lines of demarcation shall apply immediately upon the commencement of skilled trades training.
4. All existing employees are grandfathered into their respective new trade and shall be afforded all their rights and privileges as outlined in the Collective Agreement, as though they are tradesmen/women in their respective new trade, until they either receive the appropriate training to become certified, or they retire.
5. Certification training is voluntary for all current tradesmen/women.
6. Employees in their new modernized trade who are displaced, or whose positions are abolished, will displace junior employees within their modernized trade in accordance with the usual rules and the new trades seniority list. If unable to hold within their trade, to avoid either layoff or the requirement to relocate, they may displace junior employees within their craft of origin, in accordance with the old craft seniority list, regardless of which position or trade such junior employees are now employed.

7. Employees who have entered a new modernized trade may, in addition to any other procedures as may be set out herein, return to their trade of origin under the following specific conditions;

- (a) A permanent vacancy arises in the employee's trade of origin (e.g. Sheet Metal worker) which cannot be filled through laid-off members of the trade in question or fully qualified tradespersons, in other words, a vacancy which would normally lead to a hiring situation, and

- (b) The employee in question chooses voluntarily to abandon his/her active position in their new trade (e.g. Railcar Mechanic) and return to their trade of origin (e.g. Sheet Metal Worker). In this circumstance, the employee would return with full accumulated seniority (as a Sheet Metal Worker), but would forfeit any seniority standing in the new trade (Railcar Mechanic).

Note: Such an employee returning to the trade of origin will be placed at the bottom of the list for any future certification training or apprenticeship in that trade.

It is understood that the above does not apply where, through staff reductions or otherwise, employees are unable to hold work in their new trade. In the latter event, the provisions of Article E.6 above shall apply.

1. In workplaces where the trades of Pipefitter, Sheet Metal Worker and/or Industrial Mechanic/Millwright presently exist, they shall perform their work as outlined in Appendix 45. Where these trades have been diminished to the extent that employees have nowhere on the Basic Seniority Territory to displace they shall be allowed to displace into one of the other designated trades in accordance with Appendix 45 and the natural flow chart defined therein.
2. The trade of red-sealed Machinist is sanctioned by the Skilled Trades Committee, and apprenticed/certified at the former Weston Component Shop and at Ogden Locomotive Facility. When an employee cannot hold a position in his new trade such existing employee identified as a Machinist on the Winnipeg or Calgary Basic Seniority Territory, respectively, will be afforded the opportunity to exercise his/her rights into the successor trades as defined in the natural flow chart for Machinists. This would apply, equally, for Locomotive Mechanics and Industrial Mechanic/Millwrights on those respective territories.
3. All new hires must enter one of the new trades as a certified tradesman/woman or as an apprentice. Such employees will not be permitted to flow to another trade.

#### F. Miscellaneous I:

1. For current tradesmen/women, the cost of expenses for travel, hotel, meals, tuition, registration, challenges, books, exams, etc... and all approved personal expenses associated with employees attending training in relation to this training process shall not exceed \$1, 128, 000. Any surplus funds remaining after the completion of the program, shall be used for additional training purposes.



2. The wages and benefits of employees attending training shall be borne by the Company.
3. The wages and administrative costs of the Skilled Trades Committee shall continue to be borne by the Company.
4. The Company will absorb the related costs of any ad hoc Subcommittee with the exception of the CAW National Representative.
5. The fund shall not be disbursed without mutual agreement with the Union.
6. The Skilled trades Committee as identified in Rule 31 of the Collective Agreement shall be guaranteed adequate and sufficient time to discharge the necessary responsibilities assigned to them under the terms of the Collective Agreement and by the parties.
7. The Union Co-chairperson shall work full time with the Skilled Trades/Modernization Program until such time that his responsibilities assigned to him by the parties have been fully discharged.
8. Current employees with Employment Security protection who are considered qualified in one of the present identified trades may elect, in the event of loss of their permanent position, to receive training to the point of qualification in a portable trade, through Option four of Article 7B.1 of the Job Security Agreement.
9. Employees without Employment Security protection who are considered qualified in one of the present identified trades will, in the event of loss of their permanent position, receive training to the point of qualification in a portable trade through the special fund created for this purpose, by the parties. This fund will be capped at \$1,000,000, and will cover tuition and books. The parties may through mutual agreement transfer some or all of these funds to cover training as covered in paragraph 1 above.
10. The \$1,128,000 and \$1,000,000 referred to above will come from the balance of the \$5,500,000 fund set aside in 1998, currently \$5,128,000. The remainder of this fund \$3,000,000 may be channeled into wage adjustment.
11. Those employees already in the process of challenging or are being upgraded ( in course as of the date of ratification) with the view of challenging the qualification for a chosen trade under the previous agreement shall be allowed to complete the process.
12. Any apprentices who have been hired and are in the process of qualifying in the former trades in question shall be transferred to the respective replacement railway trade and continue their apprenticeship. They shall be given credit for all time served in the initial trade.
13. The Company and the Union agree to meet to resolve any problems which may arise with respect to setting up the Red-Seal program for the new trades.

G. Miscellaneous II:

1. The parties will ensure the concerns of certification, portability and achievability are resolved for all of the Trades identified in Appendix 45 of the Collective Agreement. In the event a new trade is chosen to replace the trade identified in Appendix 45 such new trade shall be identified in Appendix 45.
2. The parties will work with the RAC, Provincial Boards and the CCDA for Red Seal Certification for all Railway Trades.
3. The parties will ensure that any replacement Trade(s) will be red sealed and compatible with the Railway requirements.
4. The parties will revisit the Natural flow and lines of demarcation to the extent that it may be necessary.
5. Immediately following the successful resolution of the concerns outlined herein with respect to Trade feasibility, the existing trades on the CPR shall be replaced by the appropriate new trades as identified in Appendix 45 of the Collective Agreement in each and every workplace across the CPR.
6. A definite time line with a guaranteed commencement date shall be agreed to between the parties.

The provisions of the Skilled Trades Agreement, where in conflict with existing provisions of the collective agreement, will supersede such provisions.

## APPENDIX 46

### Skilled Trades

**Notwithstanding discussions between the parties to date, with respect to the appropriate Skilled Trades designations for Ogden Shops, the Parties agree to meet during the term of the Collective Agreement to further discuss appropriate Trades designations for Ogden Shops, and if mutually Agreed, amend the following Letter Of Understanding accordingly.**

CALGARY, February 11, 2005

Mr. Tom Murphy  
President  
Local 101, CAW/TCA Canada  
Rail Division  
207 - 1st Avenue S.  
Langdon, Alberta  
T0J 1X1

Dear Tom:

Further to our discussion during this round of negotiations concerning the implementation of Skilled Trades, we have agreed to the following trades:

1. Diesel Mechanic
2. Railcar Mechanic
3. Industrial/Construction Electrician (Small Trade Maintenance Electrician)

The parties were experiencing difficulty identifying and agreeing a suitable Red Sealed Electrical Trade for employees working on Locomotives. Late in the negotiation process, the Electric Motor System Technician was presented as a possible alternative. While a brief preliminary review looks promising, it was agreed that the trade would be implemented on the assumption that it meets the Company's, the Union and Provincial Board requirements. If this trade does not meet the approval of the Boards the Skilled Trades Committee will explore other suitable alternatives.

The parties understand the proposed Railcar Mechanic program offered by the Provinces will contain AAR welding certification. It is understood that existing Railcar Mechanics will be canvassed on a one-time basis only, to indicate their desire to challenge for a Provincial Welding Certificate. The Company will provide the opportunity through the Skilled Trades Fund for practical and theory training. The Company also agrees to assist future employees with the opportunity to challenge the Provincial Welding Certification upon obtaining the hours required by the Provincial Boards.

Upon ratification, the Parties agree that the new lines of demarcation will now apply.

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When opportunities present themselves, the Company will make every reasonable effort to place up to 10% or more of all existing trades employees into formal trades training, taking into consideration operational requirements.

Yours truly,

(Signed) Paul Wajda

Director, Labour Relations

I Concur: (Signed) Tom Murphy  
President, Local 101

**APPENDIX 47**

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**APPENDIX 48**

**Mutual Benefits Opportunities Program**

**APPENDIX 48**

**MUTUAL BENEFIT OPPORTUNITIES PLAN**

**\* TO BE DEALT WITH DURING THE TERM OF THE AGREEMENT.**

**APPENDIX 49**

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**APPENDIX 51**  
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**APPENDIX 52**  
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**APPENDIX 53**

CALGARY

June 14, 2002

Mr. Tom Murphy  
President  
CAW/TCA Local 101  
Suite B-21 - 6020 2<sup>nd</sup> Street S.E.  
Calgary, AB T2H 2L8

Dear Tom:

This refers to our recent conversations regarding the issue of CAW grievance representatives, namely the shop chair (full time), and the 3 zone representatives conducting Union business during their regular hours, some of them on a full-time basis.

It is not the intent to arbitrarily eliminate any of the paid Union representative positions at Ogden.

The Company is willing to retain the practice in question on the condition that time allotted will reflect within each local union officer's specific area of responsibility.

If these arrangements cause difficulty during the course of the Collective Agreement, the CAW and the Alstom will meet to resolve the dispute.

Yours truly,

Dirk Van Der Weeen  
Alstom, General Manager

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**APPENDIX 54**

**Application of Rule 23.12 and the development of a roving crew**

**\* To be dealt with during the term of the Collective Agreement.**

**APPENDIX 55**

**Letter of Understanding**

**between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

This has reference to our discussions concerning the application of Rule 53 as it pertains to the establishment of base level or core work in connection with new work brought in to Ogden as Alstom work.

It is agreed that:

- 1) The base level or core work shall be identified by the following principles:
  - Will be contract specific;
  - Shall take into consideration the local long term sustainable workload patterns.
  - May be subject to adjustment from time to time in relation to market factors, contract changes; technological changes, changes to reliability, and quality;  
Shall be mutually agreed.
- 2) Notwithstanding any rule in the Collective Agreement to the contrary, and after the core or base levels have been established, any work brought into Ogden as Alstom work over that identified as core or base work, may be transferred to another Alstom facility on either a temporarily or permanent basis.
- 3) Should the parties reach an impasse in regard to the application of this letter of understanding, the matter will be referred to an arbitrator for final resolve. In the event a resolution cannot be reached in time to meet contractual commitments, this will not delay implementation of Company plans with respect to transferring work from one ALSTOM facility to another.

FOR THE COMPANY

FOR THE UNION

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Dirk Van Der Weeen  
Alstom, General Manager

---

Tom Murphy  
President, Local 101,  
CAW-TCA Canada

**APPENDIX 56**

**Letter of Understanding**

**Between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

In reference to our discussions regarding the definition of the “Bargaining Unit”, it is agreed that:

The bargaining unit is comprised of Alstom employees working at the Alstom Transport Service Facility in Calgary, ie: Ogden Shops, with the exclusion of management, supervisors, professionals and support staff.

The “Bargaining Unit” will include those same classifications covered in the Canadian Pacific Railway/Local 101 Collective Agreement, and any other classifications the parties may agree to include at a later date.

For the purposes of jurisdiction the “Bargaining Unit” shall be considered as a Federal undertaking under the Federal Labour Code.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Dirk Van Der Weeen  
Alstom, General Manager

\_\_\_\_\_  
Tom Murphy  
President, Local 101, CAW-TCA Canada

**APPENDIX 57**

**Letter of Understanding**

**between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

In reference to our discussions concerning the language and application of the following Rules and/or Appendixes common to the CPR and Alstom Collective Agreements:

- Rule 17;
- Rule 31 and Appendix 45;
- Rule 44;
- Rule 53.9 and letter of Understanding regarding Contracting out Committee; Appendix 31

It is agreed that :

Should Alstom not maintain its understanding with CPR and the CAW with respect to participation in the above CPR Programs, the parties agree to meet within 30 days in order to review and agree on the scope of the above identified programs and committees and how they will apply in regard to Alstom employees.

Should the parties reach an impasse in regard to the scope of any of the above identified programs and committees and how they will apply in regard to Alstom employees, the matter will be referred to an arbitrator for final resolve.

- In addition to the Arbitrator's being given normal jurisdictional rights to resolve these matters, the arbitrator will take into consideration the size of the work force as it relates to the above identified rules outlined herein.

In regard to the Local 101 National Health & Safety Representative:

- Alstom shall recognize that the duties and responsibilities as defined in the CPR Agreement in regard to the Local 101 National Health & Safety Representative shall apply equally to Alstom employees.

In regard to the Local 101 National Human Rights/Employment Equity Co-ordinator:

- Alstom shall recognize that the duties and responsibilities as defined in the CPR Agreement in regard to the Local 101 National Human Rights/Employment Equity Co-ordinator shall apply equally to Alstom employees.

FOR THE COMPANY

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Dirk Van Der Weeen  
Alstom, General Manager

FOR THE UNION

---

Tom Murphy  
President, Local 101,  
CAW-TCA Canada



**APPENDIX 58**

**Letter of Understanding**

**between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

This has reference to our discussions concerning the application of the Lay Off provisions in relation to the ratio between Trades Persons and Apprentices.

It is recognized that the jurisprudence on the issue of whether apprentices are continued in the work place while senior Trades Persons are laid off is not definitive.

With this in mind the parties agree that when it becomes necessary to lay off Trades Persons either temporarily or permanently, the ratio outlined in Rule 31 will be applied in the following manner:

- With every eight (8) Trades Persons positions reduced or laid off for any reason in a given trade one (1) apprentice position in that respective trade shall be laid off.

**FOR THE COMPANY**

**FOR THE UNION**

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Dirk Van Der Weeen  
Alstom, General Manager

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Tom Murphy  
President, Local 101,  
CAW-TCA Canada

**APPENDIX 59**  
**Letter of Understanding**

**between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

In reference to our discussions concerning the application of the Rule 23, Seniority, at Ogden Shops and how such rules will be applied to those employees who are employed for work identified as CP work and for those employees employed for work considered Alstom work, the following is agreed between the parties:

Notwithstanding that CPR and Alstom employees will be carried on separate seniority lists for lay off purposes, their seniority shall be integrated for the purposes of the application of Rule 23 within Ogden Shops Facility only. (ie: bidding positions, etc...).

- (a) Should identified CPR work be diminished only employees identified as CPR employees shall be affected.
- (b) Should identified Alstom work be diminished only employees identified as Alstom employees shall be affected.

In regard to the bidding of vacancies in relation to the two identified groups of employees:

- (a) For vacancies in relation to CPR work:  
Vacancies for CPR work shall be posted in accordance with Rule 23.11 of the CPR/Local 101 Collective Agreement to both CPR and Alstom employees in Ogden Shops.

The remaining or resultant vacancy created after the full application of Rule 23.11 including all sub-bidding must be bid to the Territory and the Region in accordance with Rule 23.13 of the CPR/Local 101 Collective Agreement.

- (b) For vacancies in relation to Alstom work:  
Vacancies for Alstom work shall be posted in accordance with Rule 23.11 of the Alstom/Local 101 Agreement in and for both Alstom and CPR employees working in Ogden Shops only. After all bidding and sub-bidding under Rule 23.11 has been completed the remaining vacancy shall be filled by a newly hired Alstom employee.

FOR THE COMPANY

FOR THE UNION

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Dirk Van Der Weeen  
Alstom, General Manager

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Tom Murphy  
President, Local 101,  
CAW-TCA Canada

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**APPENDIX 60**  
**Regarding Supplementary Help**

**\* to be dealt with during the term of the Agreement**

## APPENDIX 61

Mr. Tom Murphy  
President  
CAW, Local 101

Re: Winding Work Area

Dear Tom:

This will confirm our discussions during negotiations wherein it was agreed the Winding Area and the work therein would be treated as one work area for the application of the Collective Agreement.

Employees working in the Winding area will be required to move from work process (station) to work process (station) every 3 months unless otherwise mutually agreed by the parties.

Sincerely,

Dirk Van Der Weeen  
General Manager  
ALSTOM Transport Service Calgary

I concur:

Tom Murphy  
President, Local 101  
CAW-TCA Canada

## **APPENDIX 62**

File: Special protection - Start-up of Winding Shop

### **CALGARY**

July 11, 2002

Mr. Dirk Van Der Weeen  
General Manager  
Alstom Transport Service Calgary

Dear Sir:

This has reference to the Montreal employee Alstom wishes to transfer from Montreal to Calgary to work as an Electrician in the Winding Shop. We understand that this employee is experienced in winding activities and will initially be involved in supporting on the job training of other employees.

In response to the concern you raised regarding the potential displacement of this employee as a result of layoff of employees for any reason, the Union hereby agrees to provide this employee with a one-year protection against the exercise of bumping rights by any employee.

The above protection will be in force from the date of first transfer to Calgary and terminate at the end of the twelve month period.

We trust this reflects our discussions during the negotiations for the first Collective Agreement between Alstom Transport Service and CAW Local 101.

Yours truly,

Tom Murphy  
President, Local 101  
CAW-TCA Canada

I concur:

Dirk Van Der Weeen  
General Manager  
Alstom Transport, Service  
Canadian Operations

**APPENDIX 63**

**Letter of Understanding**

**between**

**Alstom Transport Service**

**and**

**Local 101, Rail Division, CAW-TCA Canada**

In reference to our discussions during negotiations concerning the application of the Rule 53, Contracting out as it relates to Alstom work.

During negotiations the Company raised concerns with respect to competing for Contracts in order to bring work into Ogden Shops. The Company stated that for real and legitimate business reasons there may be a requirement to contract out certain parts of a project in order to secure the work of the project being bid on for Ogden employment.

In view of the Company's concern the Union agreed that, notwithstanding the application of Rule 53 of the Collective Agreement and on a without precedent or prejudice basis, the Company will be allowed to Contract out certain parts of a project under the following conditions:

1. The Company and the Union will meet and sign a letter of understanding in regard to each work project or portion thereof being brought into Ogden Shops as Alstom work. Such letter shall be Without Precedent or Prejudice to any other work projects or portions thereof and the application of Rule 53.

The Letter on each work project or portion thereof shall identify the following:

- the work to be brought in;
  - the part or parts of the project, if any, which need to be contracted out in order to secure the project;
  - the estimated duration of the work project or portion thereof;
2. Should there be a requirement for the Company to contract out certain parts of a project in order to secure a contract for same, the Company shall verify to the Union the real and legitimate need to do so.
  3. Should real and legitimate time constraints not permit the parties to meet as required herein, the parties shall meet to conclude a Letter of Understanding in regard to this understanding at their earliest convenience.
  4. Should the parties reach an impasse in regard to the application of this letter of understanding, the matter will be referred to an arbitrator for final resolve. In the event a resolution cannot be reached in time to meet contractual commitments, this will not delay implementation of Company plans with respect to contracting out of work

FOR THE COMPANY

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Dirk Van Der Weeen  
General Manager  
Alstom Transport Service

FOR THE UNION

---

Tom Murphy  
President, Local 101,  
Rail Division, CAW-TCA Canada



**APPENDIX 64**

31 October 2002

Mr. Tom Murphy  
President  
CAW, Local 101

Re: First Consideration –Laid off CP Rail Employees

Dear Tom:

This will confirm our discussions during negotiations wherein it was agreed that ALSTOM will give first consideration to qualified /suitable laid off CP Rail employees when we are hiring new ALSTOM employees.

It is understood that 'first consideration' does not necessarily mean that a laid off CP Rail employee will automatically be hired as an ALSTOM employee.

Sincerely

I concur

Dirk Van Der Weeen  
General Manager  
ALSTOM Transport Service Calgary

Tom Murphy  
President, Local 101  
CAW –TCA Canada

**APPENDIX 65**

December 12, 2002

Re: Definition of ALSTOM Work

During the bargaining process the Union and the Company discussed developing a definition of what would be considered Alstom work.

This will confirm our discussions during negotiations wherein it was agreed that:

- (i) the definition of Alstom work for the purpose of the application of the ALSTOM/CAW collective agreement, will be as follows:
  - All locomotive, car, component overhaul, repair, modification, maintenance, or new build work not covered by a CP purchase order nor in violation of the CP collective agreement is considered as ALSTOM work.

This is not intended to limit the Union's right to dispute work which it considers to be work presently and normally performed by CPR employees.

I concur

I concur

Dirk Van Der Ween  
General Manager  
ALSTOM Transport Service Calgary

Tom Murphy  
President, Local 101  
CAW -TCA Canada

