

**Collective Agreement
between
Canadian Pacific
and the
International Brotherhood
of Firemen and Oilers**

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No. OF EMPLOYEES	1075
NOMBRE D'EMPLOYES	24

on behalf of

Stationary Firemen, Oilers,
Engine Attendants and Shop labourers

Employed on

CP Rail's Lines in Canada and
Windsor Station Montreal

JUN 14 1988

0299404

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Windsor Station Montreal**

*John M
Jul 29 1984*

Revised as of January 1, 1985

0299404

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ARTICLE 1

COVERAGE AND RATES OF PAY

1.1 Working conditions and rates of pay provided for in this agreement shall apply to the following classes of employees in the Locomotive and Car Departments:

- Stationary Firemen
- Oilers
- Engine Attendants
- Labourers.

1.2 The Labourers' group includes Classified and Unclassified Labourers as follows:

Classified Labourers

Engine Cleaners – Supplymen (Sandhousemen, Fitter Cleaners, fueling, sanding and watering diesel engines, Oil Pumpers, Fuel Oil Attendants)

Labourers engaged full time in cleaning diesel locomotives at Angus, Weston and Ogden Shops

Lye Vat Attendants

Water Softening Plant Attendants (Moose Jaw and Swift Current)

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

1.3 Positions of engine attendant will be established and/or retained in accordance with the requirements of the service.

Nothing in this agreement shall be construed as applying to other than regular engine attendant positions established by the Company at such times and places when and where in the Company's opinion there is sufficient work to warrant the establishment of such positions.

1.4 The Provisions of Article 30, Clause (h), of the current collective agreements between Canadian Pacific Limited and its firemen (helpers) on the Atlantic, Eastern, Prairie and Pacific Regions shall be fully recognized.

Rates of Pay

1.5. General Increase

Effective January 1, 1985 a general wage increase of 4% applied to all basic rates of pay in effect December 31, 1984.

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	Atlantic & Eastern Regions & Windsor Station, Montreal			Prairie & Pacific Regions		
	Rates of Pay Effective January 1					
	1984	1985	1986	1984	1985	1986
	\$ (Per Hour)					
Stationary Firemen:						
Less than 1 year's service as such	10.978	11.417	11.874	11.157	11.603	12.067
After 1 year's Service as such	11.111	11.555	12.017	11.292	11.744	12.214
Oilers (Angus Shops)	11.111	11.555	12.017	-	-	-
Oilers	-	-	-	11.253	11.703	12.171

	Atlantic & Eastern Regions & Windsor Station, Montreal			Prairie & Pacific Regions		
	Rates of Pay Effective January 1,					
	1984	1985	1986	1984	1985	1986
	\$ (Per Hour)					
Coal Passers (Angus & Weston Shops)	10.417	10.834	11.267	10.417	10.834	11.267
Shop Heating Attendants (Angus & Ogden Shops)	10.471	10.890	11.326	10.471	10.890	11.326
Classified Labourers:						
Less than 18 mos. Service (including probationary period)	10.107	10.511	10.931	10.107	10.511	10.931
After 18 mos. Service	10.234	10.643	11.069	10.234	10.643	11.069
Unclassified Labourers:						
Less than 18 mos. service (including probationary period)	9.981	10.380	10.795	9.981	10.380	10.795
After 18 mos. service	10.107	10.511	10.931	10.107	10.511	10.931
Engine Attendants	11.291	11.743	12.213	11.291	11.743	12.213

(i) Effective March 14, 1986, the rate of pay of Engine Attendants shall be increased by twenty-seven (27 cents) per hour.

(ii) Effective March 14, 1986, Classified Labourers assigned to work as Engine Attendant Helpers for more than one hour, or more than once on a shift, shall receive a differential of twenty-five cents (25 cents) per hour so worked, with a minimum of one hour's differential. Overtime shall not be calculated on the differential payments nor shall the differential be paid for absence from duty such as vacations, general holidays, etc.

1.6 Leading hands paid on an hourly basis will receive six cents (6¢) per hour above their regular rates of pay.

Shift Differentials

1.7 Effective April 1, 1986, employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of thirty cents (30¢) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of thirty-five cents (35¢) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty such as vacations, general holidays, etc.

1.8 Where there is a shortage equal to more than one-half a day's pay of an employee, upon request, a special payment will be made to cover the shortage.

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

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

ARTICLE 2

HOURS OF SERVICE AND MEAL PERIOD

2.1 Eight consecutive hours, exclusive of meal period, shall constitute a day's work.

2.2 Working hours shall be arranged as may be necessary to meet requirements in relation to the working hours of other classes of employees in the Same shops.

2.3 At Main Shops and running points, shifts shall be designated within a twenty-four-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.

2.4 Where eight hours of continuous service are required, twenty (20) minutes will be allowed in the fifth hour of service for meal without loss of pay. On second and third shifts a meal period of twenty (20) minutes shall be allowed commencing during the fifth hour of duty without deduction in pay.

2.5 In the event of a change of one hour or more in the assigned hours of duty of a regular position, the incumbent will be provided not less than twenty-four (24) hours notice of such change. The Local Chairman will subsequently be advised of such change.

ARTICLE 3

OVERTIME AND CALLS

3.1 All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half on the actual minute basis until relieved.

3.2 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 the rate of time and one-half, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or laid-off list, or where rest days are being accumulated under Article 4.3.

3.3 There shall be no overtime on overtime; neither shall overtime hours paid, other than hours not in excess of eight (8) paid for on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Note: 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: and for spare or unassigned employees shall mean a period of seven consecutive days starting with Monday.

3.4 Except as provided in Article 3.9, employees called outside of regular assigned hours after having been relieved shall be paid at the rate of time and one-half with a minimum of three (3) hours at time and one-half for which three (3) hours service may be required. If,

however, an employee is called less than two (2) hours before regular starting time, the time before regular starting time shall be paid for at the rate of time and one-half on the minute basis.

3.5 Employees shall not be required to work more than two (2) hours overtime continuous with regular shift without being permitted to take twenty (20) minutes for meal without loss of pay.

3.6 Employees will not be required to suspend work in regular working hours to equalize overtime.

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

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

Work on Assigned Rest Day

3.8 Employees, if required to work on regularly assigned rest days, except when these are being accumulated under Article 4.3, shall be paid at the rate of time and one-half with a minimum of three hours (3) at time and one-half for which three hours (3) service may be required.

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

3.10 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

ARTICLE 4

ASSIGNMENT OF REST DAYS

4.1 Employees shall be assigned two rest days in each seven. The rest days shall be consecutive as far as is possible, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Company's operational requirements

4.2 In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

Accumulation of Rest Days

4.3 On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five (5) days and rest days so accumulated shall be allowed consecutively when five (5) days have been accumulated, except that the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between officers of the Company and the General Chairman.

Non-Consecutive Rest Days

4.4 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point the following procedure shall be observed:

- 1) All possible regular relief positions shall be established pursuant to Articles 4.5, 4.6 & 4.7.
- 2) Possible use of rest days other than Saturday, Sunday, or Monday, where these may be required under this agreement, to be explored by the parties.
- 3) Accumulation of rest **days** under Article 4.3, shall be considered.
- 4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- 5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
- 6) If after all the foregoing has been done there still remains service which can only be performed **by** requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with *two* non-consecutive days off.
- 7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh **days** at overtime rates and thus withhold work from additional relief men.

Relief Assignments

4.5 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 4.4) shall be established to perform necessary

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

4.6 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the representatives of the employees and the Company may **by** mutual agreement arrange for relief assignments on such other bases as may be suitable. Consent to **such** proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

4.7 Regular relief assignments **may** on different days have different starting times, duties and work locations provided such starting times, duties and work locations are **those** of the employee or employees relieved.

ARTICLE 5

SENIORITY

5.1 Except as provided for in Article 7, seniority of employees covered by this Agreement shall be confined to the seniority terminal at which employed and to the date of entry into the classification. Separate seniority lists will be maintained for the classifications of Stationary Firemen and Engine Attendant at each seniority terminal where such classifications exist. Main shops will be regarded as forming part of the seniority terminal at which they exist.

5.2 Seniority lists shall be compiled and posted in January of each year, and shall be open for correction for a period of sixty (60) calendar days after being posted. If exceptions are taken, or requests made for corrections, same must be made in writing to the immediate officer in charge, with copy to Local Chairman and the General Chairman concerned, within the sixty (60) day limit prescribed in this clause. If no exceptions are taken to a seniority list date within the sixty (60) day limit after it is first posted, the date shall be established as correct and not changed thereafter, except by mutual agreement between the General Chairman and the appropriate officer of the Company, or for correction of typographical errors.

5.3 Such seniority lists will be open for inspection and copies shall be furnished by the Company to the Local Chairman and the General Chairman concerned.

5.4 For employees on layoff, leave of absence, annual vacation or absence because of illness or injury at the time of posting, the sixty (60) calendar day period prescribed in Article 5.2, shall begin on the date of return to service.

5.5 A new employee shall not be regarded as permanently employed until he has completed 65 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 that date and shall be regarded as coming within the terms of this Agreement.

5.6 In the event of an employee leaving the service during his probationary period when his services are required, upon re-entering the service, he shall rank as a new probationer. Probationary employees, if qualified, shall have preference of employment over the engagement of new probationary employees.

5.7 Seniority territories shall not be changed except by mutual agreement between the appropriate officer of the Company and the General Chairman.

5.8 An employee presently filling or who may in the future be promoted to an official or excepted position with the Railway will have his name continued on the seniority list of the group from which promoted and shall retain seniority rights and continue to accumulate seniority while so employed. If released from such official or excepted position an employee will within thirty days after such release exercise his seniority in his seniority group and failing to do so will forfeit his seniority, in which ~~event~~ his name will be dropped from the seniority list. The General Chairman will be advised of all such appointments.

5.9 Employees assigned to temporary service, or who are temporarily transferred from one point to another within a terminal by direction of Management, will retain

their seniority; and such employees will not suffer any reduction in rate of pay when so transferred. The General Chairman will be advised when employees are temporarily transferred from one point to another.

An employee who is temporarily transferred under this Article 5.9 will retain prior rights to the position from which transferred except that such prior rights will not extend over a senior employee who has been displaced and is exercising seniority.

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

5.11 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.

5.12 An employee 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.

5.13 An employee promoted to a higher classification covered by another collective agreement 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 covered by another collective agreement 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 a classification covered by another collective agreement, in which event the employee shall forfeit all seniority rights under the collective agreement governing stationary firemen, oilers and shop labourers. The Local Chairman shall be consulted when such promotions are made and shall be issued the names of employees reduced.

Engine Attendants

5.14 A separate seniority list will be maintained for the classification of engine attendant at each seniority terminal where such classification exists.

5.15 An employee shall establish seniority as an engine attendant from the date assigned to a regular engine attendant position unless removed from this classification in accordance with the provisions of Article 5.5.

5.16 At seniority terminals where the classification of engine attendant existed on April 1st, 1965, seniority lists shall be prepared on the following basis:

All employees who were filling regular positions of engine attendant on March 31st, 1965, shall be placed on the seniority list according to their seniority dates on the lists from which promoted. Shop helpers placed on the engine attendants' seniority list shall, in addition, be placed on the labourers' seniority list at that seniority terminal according to the date assigned to regular position of engine attendant.

5.17 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.

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

In the application of this Article 5.18, the designated work area shall be as defined in bulletining positions in accordance with Article 6.

Note: For the purpose of Article 5.18 above, the seniority terminal is defined as the point at which employed.

Example: Angus Shops, the St. Luc Diesel Shop & Glen Yard would be recognized as separate points within the Montreal terminals.

5.19 An employee with more than 65 days' of cumulative service shall not be discharged for any cause whatsoever without being given a proper investigation.

ARTICLE 6

FILLING VACANCIES AND NEW POSITIONS

6.1 When new positions are created or vacancies occur for an expected period of 90 calendar days or more, such vacancies or new positions shall be bulletined to all Shops within the seniority terminal for a period of not less than 7 calendar days, and will be awarded to the senior employees subject to Article 6.8, the local committee to be consulted.

When an employee from within a Main Shop bids for and is the successful applicant to a position in the Main Shop, such employee will be permitted to occupy the position within the Main Shop within fifteen (15) calendar days of the close of the bulletin. This period may be extended to thirty (30) days by mutual agreement with the General Chairman.

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

Employees assigned to fill such positions shall be considered as temporarily assigned and on completion of such regular positions they shall be returned to their former basic regular assignments.

6.3 If a vacancy or new position of expected duration of 90 calendar days or more requiring additional staff, is not filled by an employee holding seniority under this Agreement at a home seniority terminal, it shall be bulletined for not less than 7 calendar days, firstly,

to the employees holding seniority in the classification on the basic seniority territory and, secondly, to such employees on the Region. Subject to qualifications, seniority will govern.

6.4 Employees who transfer under Article 6.3 shall, after 90 calendar days, forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that an employee on laid-off status at his home seniority terminal *may* exercise his rights under Article 6.3 without forfeiting his seniority at his home seniority terminal. The General Chairman shall receive a copy of all such bulletins.

6.5 When additional positions are created, compensation shall be fixed in conformity with agreed rates for similar positions.

6.6 An employee on leave of absence, annual vacation or absence because of illness or injury when a vacancy occurs will not be debarred from claiming position and receiving appointment, if entitled to it, providing that such claim is made within seven days from date of return.

6.7 Bulletined position of engine attendant that is not filled from the seniority list of engine attendants at that seniority terminal shall be filled at the discretion of the Company's officer in charge. In the exercise of such discretion the Company's officer shall give first consideration to qualified labourers; qualifications as labourer being equal, seniority as labourer shall govern. If in the judgment of the Company's officer there is not a sufficiently qualified labourer available to fill such position, the position may be filled from any other source.

Note: Article 6.8 below shall not apply in respect of the position of engine attendant.

6.8 An employee claiming a position in the exercise of seniority, who in the judgment of Management cannot reasonably be expected to qualify to perform the duties required within a period of 30 calendar days or less shall not be denied such position by Management without prior consultation with the local representative. An employee exercising seniority who, in the judgment of Management can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the General Chairman and the proper officer of the Company such period may be extended up to 90 calendar days, in order to demonstrate his ability to perform the work required.

Should an employee be denied a position being claimed in the exercise of seniority, or should he fail to qualify during a trial period, he and his authorized representative will be entitled to receive an explanation in writing from the proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

When 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.

6.9 Employees may be transferred from one shop to another as mutually agreed between Management and the Local Chairman of the employees

6.10 When through any unusual development, it may become necessary to transfer work from one terminal to another, not more than a sufficient number of men to take care of such work shall, in seniority order; be given the opportunity to transfer carrying their seniority rights with them. The proper officers of the Railway and the General Chairman will co-operate to determine the number of employees who will transfer. Employees who transfer under this Article 6.10 shall, after 90 calendar days, lose seniority at the seniority terminal from which transferred.

6.11 Employees who, through bona fide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may, by mutual agreement between the proper officer of the Railway and the General Chairman, transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall after 90 calendar days lose their seniority at the seniority terminal they left, but will be allowed to carry their full seniority with them to the seniority terminal to which transferred. No displacing will be permitted under this Article 6.11.

6.12 When an employee covered by this Agreement is required to fill the place of another employee for more than one hour, or more than once on a shift, under this Collective Agreement or the Collective Agreements between the Company and the Shopcraft Unions, he 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, his rate will not be changed.

6.13 When a vacancy in the Helper's classification under the Collective Agreements between the Company and the Shopcraft Unions is not filled after the provisions of that 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 Chairman will be consulted prior to the promotion being made.

ARTICLE 7

STAFF REDUCTION, DISPLACEMENT AND RECALL

7.1 When permanent staff is to be reduced, not less than four (4) working days' notice will be given the employees affected and lists will be furnished the Local Chairman and General Chairman. This does not apply when work is closed down due to breakdown in machinery, floods, fires, storms and the like, or in the event of a strike or a work stoppage by employees in the Railway industry in which case a shorter notice may be given. This Article 7.1 does not apply to employees with less than 65 cumulative days of service.

7.2 An employee 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 Railway and the General Chairman.

7.3 An employee whose position is abolished or who is displaced must exercise his seniority rights over a junior employee at his seniority terminal, subject to qualifications. 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 Railway and the General Chairman.

7.4 An employee whose position is abolished or who is displaced and who is unable to displace a junior employee at his seniority terminal in accordance with

Article 7.3 may, seniority permitting, displace the junior employee holding a regular position within the scope of this Agreement on his Superintendent's Division if qualified.

7.5 An employee who declines to displace the junior employee in his respective classification on his basic Seniority territory under Article 7.4 shall be laid-off subject to recall to his home seniority terminal.

Note: For the purpose of payment of benefits from the job security program, basic seniority territory shall be the Superintendent's Division.

7.6 An employee whose position is abolished or who is displaced, and who is unable to displace a junior employee at his seniority terminal in accordance with Article 7.3 nor on his Superintendent's Division in accordance with Article 7.4 may, seniority permitting, displace the junior employee holding a regular position within the scope of this Agreement, on his Region, if qualified.

7.7 An employee who displaces the junior employee on his Superintendent's Division, under Article 7.4 or on his Region, under Article 7.6 shall retain and continue to accumulate seniority at his home seniority terminal and shall be subject to recall to his home seniority terminal in seniority order for vacancies of ninety calendar days or more,

7.8 An employee who fails to accept recall to his home seniority terminal in accordance with Article 7.7 within Seven days of notification shall forfeit his seniority rights in all classifications at his home seniority terminal and shall transfer such seniority rights to his new seniority terminal.

7.9 An employee who accepts recall to his home seniority terminal within seven calendar days of notification must return thereto within 15 calendar days from the date of his acceptance.

7.10 It shall be incumbent upon the employee on layoff, and the employee who has displaced on his basic seniority territory or Region, to register his current address with the appropriate officer at his home seniority terminal.

7.11 An employee who transfers in accordance with Articles 7.3, 7.4 or 7.6 shall hold seniority rights at only two seniority terminals on his division or Region; at his home seniority terminal and at the seniority terminal to which he last transferred, except as provided in Article 7.7.

7.12 Employees laid off due to reduction in staff shall be recalled to service in accordance with their previous relative seniority to fill any vacancy that may occur from time to time in their seniority terminal and the Company shall forward notice of recall to each such employee by registered mail to his last known postal address. A list of employees who are being recalled shall be forwarded to the Local Chairman and General Chairman of the employees at the time of recall. Employees failing to report for duty, or give satisfactory reasons for not doing so, within seven days from the date of notification shall be considered out of service.

ARTICLE 8

INVESTIGATIONS AND GRIEVANCE PROCEDURE

Discipline

8.1 Except as otherwise provided herein, no employee shall be disciplined or discharged until he has had a fair and impartial investigation and his responsibility established. When an employee is held out of service pending such investigation, the investigation shall not be unduly delayed.

8.2 When an investigation is to be held, the employee will be notified of the time, place and subject matter of such hearing. He may have a fellow employee and/or an accredited representative of the Brotherhood present at the hearing and shall be furnished with a copy of his own statement and, on request, copies of all evidence taken. *If* a stenographic report of the investigation is taken, a copy will be supplied to the accredited representative and the employee concerned.

8.3 An employee will not be held out of service unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible, but not later than 28 calendar days from the date the report of the investigation is referred to the officers designated in Step II of the grievance procedure unless otherwise mutually agreed.

8.4 When discipline is recorded against an employee he will be advised in writing. In the event a decision is considered unjust, appeal may be made in accordance with the grievance procedure. Where suspension or dismissal is involved, the appeal may commence at Step II of the grievance procedure.

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

Grievance Procedure

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

8.7 The authorized Local Union Representative(s) may within 35 calendar days from the date of the alleged grievance progress the grievance in writing to either the Supervisor, Foreman, General Foreman or Assistant Works Manager outlining all pertinent details and the date of the grievance.

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

8.9 A grievance not settled in the manner prescribed above shall be progressed in the following manner:

Step I

Within 28 calendar days following receipt of the decision under Clause 8.8, the Local Chairman or General Chairman may appeal the decision in writing to the designated Railway officer as follows:

Line Points

Authorized Local Union Representative and/or General Chairman to Divisional Superintendent — or such Divisional Officer as he may designate.

St. Luc Diesel Shop

Toronto Yard Diesel Shop

Winnipeg Diesel Shop

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

Weston Shops

Ogden Shops

Angus Shops

Local Chairman and/or General Chairman to Works Manager.

Windsor Station

Authorized Local Representative(s) and/or General Chairman to Manager, Building Services.

Step II

Within 28 calendar days following receipt of the decision under Step I the General Chairman *may* appeal the decision in writing to the designated Railway officer as follows:

Line Points

St. Luc Diesel Shop

Toronto Yard Diesel Shop

Winnipeg Diesel Shop

General Chairman to General Manager – or such Regional officer as he may designate.

Weston Shops
Ogden Shops
Angus Shops

General Chairman to Chief Mechanical Officer.

Windsor Station

General Chairman to Director, Building Services.

8.10 An appeal under Clause 8.9 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the collective agreement, the statement shall identify the article(s) and section(s) thereof involved.

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

8.12 Upon request from either the Union Representative(s) or the Company, reasonable effort will be made to have meetings held within the allotted times.

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

8.14 Except as otherwise provided in Article 8.13 where a decision is not rendered by the designated officer of the Company within the time limits specified, the grievance may be progressed to the next step of the grievance procedure.

8.15 The settlement of a grievance shall not, under any circumstances, involve retroactive pay beyond a period of 60 calendar days prior to the date such grievance was submitted to the immediate supervisor in accordance with Clause 8.7.

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

Submission to the Joint Committee of Appeal

8.17 (a) A Joint Committee shall be constituted to consist of ~~two~~ members representing the Company and ~~two~~ members representing the employees.

(b) The Committee shall meet as may be required. It shall elect a Chairman and Vice-chairman from its members. The office of Chairman shall be filled at alternative sittings by a representative of the Company and a representative of the employees. While the office of Chairman is being filled by a representative of the Company, the office of Vice-chairman shall be filled by a representative of the employees and vice versa.

8.18 A grievance not settled at Step II of the grievance procedure may, within ninety calendar days following receipt of the decision under such step, be submitted in writing **by** the union and Railway officer designated in such step to the Joint Committee of Appeal for decision in accordance with the following procedure:

(a) Signed copies of a joint application shall be submitted not later than thirty days before the proposed date of the meeting to the Chairman and Vice-chairman of the Joint Committee of Appeal.

(b) The joint application shall contain a Joint Statement of Issue, with clear and complete reference to the specific provision or provisions of the collective agreement which it is alleged has or have been violated and a Joint Statement of Facts relating to the alleged violation.

(c) In the event the two parties are unable to fully agree in presenting (i) the Statement of Issue and/or (ii) the Statement of Facts, they are required to record jointly the features on which they can agree, and record in the joint submission, but identified as their individual views, those items on which they *do not* share a common view.

(d) At the hearing, each party shall submit, either orally or in writing, their individual contentions in the case.

8.19 Disputes heard before the Joint Committee of Appeal shall be decided by a majority vote. The decision rendered by the Joint Committee of Appeal shall be accepted as final and binding. The decision of the Joint Committee of Appeal shall not in any case add to, subtract from, modify, rescind or disregard any provisions of this collective agreement, and no dispute or matter on which a decision has been rendered by the Joint Committee may be reopened, except by unanimous consent of the members of such Joint Committee of Appeal.

8.20 Each party hereto shall assume any expense incurred **by** it in connection with attendance at the hearing of the Joint Committee of Appeal or presenting cases to it.

8.21 Committee of employees shall be granted leave of absence for adjustment of differences between the Company and employees.

8.22 The time limits specified in Article 8.18 may be extended by mutual agreement between the proper officer of the Company and the General Chairman.

ARTICLE 9

FINAL DISPOSITION OF GRIEVANCES

9.1 A dispute which has not been settled by a majority vote at the hearing of the Joint Committee of Appeal may be referred by either party to a single Arbitrator for final and binding settlement.

9.2 The party requesting arbitration must so notify the other party in writing within 60 calendar days following the date the decision was rendered.

9.3 Within 45 calendar days of date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of the Arbitrator.

If agreement is not then reached, the party requesting arbitration may then request the Minister of Labour to appoint an Arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made no later than 14 calendar days following the 45-day period referred to in this Article 9.3.

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

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

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

9.7 The decision of the Arbitrator shall not, in any case, add to, subtract from, modify, rescind or disregard any provision of this collective agreement, and such decision shall be rendered in writing, together with his written reasons therefor; to the parties concerned, within 30 calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

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

9.9 The time limits as provided in this Article 9 may be extended by mutual agreement between the parties.

9.10 Prior to adjudication or final disposition of any grievances, there shall neither be a shutdown by the Company nor a suspension of work **by** the employees.

ARTICLE 10

GENERAL HOLIDAYS

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

10.2 (i) An employee who qualifies in accordance with Article 10.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

All Provinces

New Year's Day

The day after that on which New Year's Day is observed, except when New Year's Day falls on a Friday this holiday will be observed on the following Monday.

Good Friday

Victoria Day

Canada Day (previously known as Dominion Day)

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Nova Scotia and Prince Edward Island

Easter Monday

Remembrance Day

New Brunswick

New Brunswick Day (first Monday in August)

Remembrance Day

Quebec

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

First Monday in August

Ontario, Manitoba, Saskatchewan, Alberta and British Columbia

Civic Holiday (the first Monday in August)
Remembrance Day

Newfoundland

Remembrance Day
Discovery 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 first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in the other provinces.

10.3 When any of the above holidays falls on Sunday or Saturday the day observed **by** the Federal Government in respect of its employees as the holiday shall be recognized.

If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified in 10.2 above and such more generally recognized holiday is substituted for any one of the holidays specified in 10.2 above **by** the parties to the Wage Agreements between the Company and the Shopcraft Unions, then such more generally recognized holiday shall also be correspondingly substituted for employees governed by this collective agreement.

10.4 In order to qualify for pay for any one of the holidays specified in Article 10.2 an employee:

- (a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Article 10.4(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 qualifies 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 Article 10.4(c) does not apply to an employee who is required to work on the holiday.

Note: Effective March 14, 1986, 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).

10.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 10.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

10.6 An employee qualified under Article 10.4 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.

10.7 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 10.6, 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.

10.8 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.

10.9 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 foreman, would be paid 3/5ths of eight hours for the paid general holiday or 4 hours 48 minutes.

ARTICLE 11

ANNUAL VACATION

11.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 11.2 hereof, shall be allowed one working *day's* vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Article 11.2.

11.2 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 4 years and has completed at least 1,000 days of cumulative compensated 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 compensated 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 Article 11.3.

Note 1: An employee covered by Article 11.2 will be entitled to vacation on the basis outlined therein if on his fifth or subsequent service anniversary date he achieves 1,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 11.1. 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.

11.3 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 Compensated 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 compensated 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 Article 11.4.

Note 2: An employee covered by Article 11.3 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 compensated service; otherwise his vacation entitlement will be calculated as set out in Article 11.2. 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.

11.4 Effective January 1, 1986, subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and has completed at least 4,750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated 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 Article 11.5.

Note 3: An employee covered by Article 11.4 will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he achieves 5,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 11.3. 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.

11.5 Effective January 1, 1985, 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 compensated 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 compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

Note 4: An employee covered by Article 11.5 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 compensated service; otherwise his vacation entitlement will be calculated as set out in Article 11.4. 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.

Note 4a: Employees entitled to additional vacation in 1985 as a result of the foregoing provision shall have such vacation added to their 1986 entitlement.

11.6 In the application of Article 11.5 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.

11.7 A year's service is defined as 250 days of cumulative compensated service.

11.8 In computing service under Articles 11.1 to 11.5 inclusive, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

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

11.10 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.

11.11 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.

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

Note: This Article 11.12 does not apply where rescheduling is the result of an employee exercising his seniority to a position covered by another vacation schedule.

Advance Vacation Pay

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

11.14 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.

11.15 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 Articles 11.1 to 11.5 inclusive, and, if not granted shall be allowed pay in lieu thereof.

11.16 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.

11.17 An individual who leaves the service of his own accord or who is dismissed for cause and not reinstated in his former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay in accordance with Article 11.1.

11.18 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.

11.19 Applications for vacation from employees at other than main shops filed between December 15 of the previous year and January 31, shall insofar as is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted. Notices of vacation periods will be posted prior to December 15. The dates mentioned in this Article 11.19 may be changed by mutual agreement between the local committee and the proper officer of the Railway.

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

11.21 The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expenses to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another; to provide vacation relief, will, if definitely assigned to fulfil the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such position.

11.22 At the main shops the intention is to close the shops for the annual vacation period and the Management and duly authorized representatives of the employees will agree prior to January 31st of each year the date on which the various shops will close for vacation period.

11.23 The period of closedown for annual vacation at main shops will not exceed four weeks in each year.

11.24 The Management and the Local Committees will co-operate with a view to providing staff to perform work that may be required during the closedown, and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date

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

11.26 Employees working in main shops during vacation period will be compensated during regular shop hours at pro rata rates, except as otherwise provided in Article 11.12.

11.27 During the annual vacation close down Main Shop employees not entitled to full vacation benefits shall, notwithstanding any other provisions of this Collective Agreement, only be permitted to fill vacancies temporarily in running yard service for which they are qualified.

An employee who undertakes to transfer to a running point for a temporary period under this Article 11.27 and who has been cleared to do so shall, if he later declines to exercise his seniority and fill the position without just cause, be debarred from the benefit of this Rule in the following year.

Running Work

11.28 At running points the recognized vacation period will be from March to November, inclusive. When mutually arranged, vacations may be taken outside of ~~the~~ recognized period. Where additional relief is required and cannot be obtained and the requirements of the service make it necessary to extend the recognized vacation period, the Foreman and Local Committee will be required to work out a practical arrangement.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Leave of absence shall be granted to members of duly appointed Committees for the adjustment of matters in dispute between the Company and the employees within ten (10) days after request in writing has been made to the proper officer.

12.2 Employees shall, if desired, be granted leave of absence at least six (6) times each year to attend their meetings. Such leave of absence shall not exceed two (2) days, and then only when consistent with good service and provided the Company is not put to any additional expense.

12.3 When the requirements of the Service will permit, employees will be granted leave of absence not to exceed ninety (90) days with the privilege of renewal **by** arrangement between representatives of the employees and representatives of the Company.

12.4 An employee engaging in other employment whilst on leave, except **by** arrangement between representatives of the employees and representatives of the Company, shall be considered out of service.

12.5 Opportunity shall be given to employees for getting to their place of residence at weekends, when such leave will not interfere with the prosecution of work.

12.6 In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause, must, if possible, advise the Foreman in time so he can arrange for relief, and in all cases, employees will make arrangements with the Foreman for leave of absence.

ARTICLE 13 ATTENDING COURT

13.1 Employees attending court or investigations at the request of the proper officials of the Company or required to attend inquests in which the Company is concerned, shall be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply where men are required for examination for promotion, disability, to meet **legal** requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

ARTICLE 14 JURY DUTY

14.1 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 as performed.
- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 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.

ARTICLE 15

MEDICARE ALLOWANCE

15.1 Effective July 2, 1971, All existing payments of premiums by the Company for basic medical-surgical benefits for employees covered by this Agreement shall be discontinued and will be replaced by a monthly allowance to be applied against payments provided for under any government medical care programme in the following manner:

- (a)** Participating employees, regardless of marital status, resident in the Province of Quebec, an allowance of \$10.00 per month.
- (b)** Participating employees, other than those resident in the Province of Quebec, if single, an allowance of \$5.50 per month or, if married, an allowance of \$11.50 per month.

Note: The monthly allowance referred to above will be paid bi-weekly as follows:

- (i)** In the Province of Quebec an amount of \$4.60 each pay period.
- (ii)** Other than the Province of Quebec: Married employees, \$5.29 each pay period; single employees, \$2.53 each pay period.

15.2 Such allowance will first be used to pay any amount the Railway is, or might be in the future, required to pay for such medical-surgical benefits under any government medical care programme.

15.3 If no monthly amount is payable or if the monthly amount payable or to be payable by an employee, or by an employee and the Railway, account basic medical-surgical benefits, is less than the allowance, the

difference will be paid to the employee on the payroll and if the monthly amount is greater the difference will be deducted from the employee's wages.

15.4 Subject to the provisions of the above paragraph, the allowance will be made in respect of each participating employee represented **by** the Union signatory hereto, provided he performs compensated service during ~~the~~ month for which the allowance is made.

15.5 Notwithstanding the provisions of Article 15.4, a participating employee who does not perform compensated service in any calendar month but who is in receipt of a weekly indemnity payment under the provisions of the Employee Benefit Plan will be treated as follows:

(i) If he is resident in a province where a medicare premium or medicare tax is payable, he will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Article 15.1(b), or such lesser amount as is required to pay the premium or tax in such province.

(ii) If he is resident in a province where no medicare premium or medicare tax is required, no payment will be made.

Note: "Participating employee" referred to above has the same meaning as set out in the Employee Benefit Plan Supplemental Agreement dated March 20, 1975.

ARTICLE 16

BENEFITS

Employee Benefit Plan Life Insurance and Sickness Benefits

16.1 The provisions of the Employee Benefit Plan — Supplemental Agreement, as amended by the Master Agreement dated March 14, 1986 between Canadian Pacific Limited the International Brotherhood of Firemen and Oilers, will apply to employees covered **by** this Agreement.

Life Insurance Upon Retirement

16.2 An employee who retires from the service of the Company subsequent to July 1, 1985 will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$3,500.00 life insurance policy, fully paid up **by** the Company.

Dental Plan

16.3 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated March 14, 1986, as revised, amended or superseded **by** any Agreement to which the parties to this collective agreement are signatories.

Extended Health **and** Vision Care Plan

16.4 The Extended Health and Vision Care Plan shall be that plan established by the Extended Health and Vision Care Plan Agreement dated March 14, 1986, as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories.

Health Care Plan for Pensioners and Survivors

16.5 Effective November 1, 1985, the Health Care Plan for Pensioners and Survivors is the Company paid Basic Health Care Plan described in the booklet entitled Canadian Pacific Health Care Plan for Pensioners and Survivors.

16.6 Job Security – Technological, Operational, Organizational Changes Agreement

The Job Security – Technological, Operational, Organizational Changes Agreement shall be that Agreement made effective March 14, 1986, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatory.

ARTICLE 17

BEREAVEMENT LEAVE

17.1 Effective April 1, 1986, upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law or mother-in-law, the employee shall be entitled to three days' bereavement leave without loss of pay provided he has not less than three months' cumulative compensated service.

17.2 For the purpose of Article 17.1 above, eligible spouse is defined as the person who is legally married to the employee **and** who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the **Canadian Human Rights Benefit Regulations**, so long as such person is residing with the employee.

17.3 It is the intent of this Article to provide for the granting of leave from work on the Occasion of a death as aforesaid **and** for the payment of his regular wages for that period to the employee to whom leave is granted.

ARTICLE 18

DEDUCTION OF UNION DUES

18.1 The Company shall deduct on the payroll, for any pay period which contains the 24th calendar day of a month, from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the International Brotherhood of Firemen and Oilers hereinafter referred to as the Organization, subject to the conditions and exceptions set forth hereunder:

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

18.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable agreement as may be mutually agreed between the designated officers of the individual Railway and the organization concerned shall be excepted from dues deduction.

18.4 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.

18.5 Deductions shall commence on the payroll for the first pay period which contains the 24th calendar day of the month after date of first service in a position subject to this collective agreement.

18.6 If the wages of an employee payable on the payroll for the pay period which contains the 24th calendar 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.

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

18.8 Only payroll deductions now or 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.

18.9 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 forty calendar days following the pay period in which the deductions are made.

18.10 The Company shall not be responsible financially or otherwise, either to the organization or to any employe, 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 employe'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 this amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the organization.

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

18.12 In the event of any action at law against the parties hereto, resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 18.1, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the 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 losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 19
TRANSLATION AND PRINTING OF AGREEMENT

19.1 The Company will undertake the translation of this Collective Agreement into French

19.2 The Company will undertake the responsibility for the printing of the Collective Agreement as may be required from time to time and will absorb the cost of such printing. **This** will include the cost of printing updated pages.

ARTICLE 20
USE OF PRIVATE AUTOMOBILE

20.1 Effective January 1, 1986, where an automobile mileage allowance is paid, such allowance shall be 210¢ per kilometer.

ARTICLE 21
SERVICE CERTIFICATES

21.1 Employees leaving the service of the Company shall be furnished with certificate of service if requested.

ARTICLE 22 EMPLOYMENT SECURITY

22.1 Effective March 14, 1986, subject to the provisions of this Article 22, and in the application of Article 8.1 of the Job Security Agreement, an employee will have Employment Security when he/she has completed 8 years of cumulative compensated service with the Company. An employee on laid-off status on March 14, 1986 will not be entitled to Employment Security under the provisions of this Article 22 until recalled to service.

22.2 An employee who has Employment Security under the provisions of this Article 22 will not be subjected to lay-off or continuing lay-off as the result of a change introduced through the application of Article 8.1 of the Job Security Agreement.

22.3 An employee who has Employment Security under the provisions of this Article 22 and who is affected by a notice of change issued pursuant to Article 8.1 of the Job Security Agreement, will **be** required to exercise his/her maximum seniority right(s), on the basic seniority territory, in accordance with the terms of the collective agreement.

22.4 An employee who has Employment Security under the provisions of this Article 22, and is unable to hold a position on his/her basic seniority territory under Article 22.3 above and who **does** not elect to displace a junior employee or fill a vacancy on the region in accordance with the terms of the collective agreement, will then **be** required to exercise the following options provided he/she is qualified or can be qualified in a reasonable period of time to fill the position involved:

(i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group and the same Collective Agreement, initially at the seniority terminal, then on the basic seniority territory;

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group within another Collective Agreement and the same Union, initially at the seniority terminal, then on the basic seniority territory;

(iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group belonging to another signatory Union, to the Master Agreement dated March 14, 1986 initially at the seniority terminal, then on the basic seniority territory;

(iv) there being none, fill on a voluntary basis an unfilled permanent vacancy within the jurisdiction of another seniority group belonging to a non-signatory Union, to the Master Agreement dated March 14, 1986 initially at the seniority terminal, then on the basic seniority territory;

Note: In this eventuality, the Company reaffirms its established policy of making such positions available to the affected employee.

(v) there being none, or if the employee decides not to fill a position under (iv) above, fill an unfilled permanent vacancy in a position which is not covered by a collective agreement, initially at the seniority terminal, then on the basic seniority territory;

(vi) there being none, exercise his/her seniority rights in accordance with the terms of the Collective Agreement on the entire region;

(vii) there being none, fill an unfilled permanent vacancy in the sequence provided in items (i), (ii), (iii) and (v) above on the entire region.

Note: In the application of this item (v) and notwithstanding any provisions in the collective agreement to the contrary, an employee who has Employment Security while employed on a position which is not covered by a collective agreement will remain, and continue to accumulate seniority, on the list from which transferred.

22.5 An employee who has Employment Security and who transfers from one seniority group to another under the provisions of Article 22.4 hereof will, notwithstanding any provision of the collective agreement to the contrary, retain and continue to accumulate seniority in the seniority group from which transferred and will be subject to recall to his/her former seniority group when work is available in such seniority group.

22.6 An employee who has Employment Security and who fails to comply with the provisions of this Article 22 will lose his/her Employment Security. Such employee will, however, be entitled to such other benefits under the Job Security Agreement for which he/she is eligible.

22.7 An employee who has Employment Security who has his/her position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within his/her seniority group and, failing that, will be trained (if necessary) in order to fill a position in keeping with the provisions of this Article. Training (if necessary) will be provided for a position for

which he/she has the suitability and adaptability to perform the duties of that position. Such employee will receive the 40 hour straight time pay associated with his/her last railway classification during his/her period of training (hourly rated employees, 40 X the basic hourly rate: seasonal and spare employees, 100% of the average weekly earnings over the eight weeks preceding lay-off).

22.8 If an employee having eight years or more of cumulative compensated service is laid off for any reason, then upon request from the General Chairman or other designated officer, full information regarding the reason for layoff or continuing layoff shall be supplied to him promptly by the appropriate Company officer. If he requests a meeting to discuss this matter, it will be arranged at mutual convenience without undue delay.

22.9 The letter attached as Appendix "K" forms a part of this Article 22.

ARTICLE 23

RECOGNITION

23.1 For the carrying out of this agreement, the Company shall deal only with duly authorized committees of their Stationary Firemen, Oilers, Engine Attendants and Shop Labourers in respect to any question arising hereunder. At the beginning of each year the General Chairman will furnish the General Manager, Operation and Maintenance, or other officer in charge, with the names of the committee members authorized to deal with such matters in their respective territories.

ARTICLE 24

INJURED ON DUTY

24.1 Effective March 14, 1986, an employee prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for their full shift.



ARTICLE 25 DURATION OF AGREEMENT

25.1 This Agreement shall remain in effect until December 31, 1986 and thereafter, subject to three months' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it Such notice may be served at any time subsequent to September 30, 1986.

Signed at MONTREAL, Quebec, this 19th day of November 1986.

**For Canadian
Pacific Limited**

Manager; Labour Relations
CP Rail

Labour Relations Officer
CP Rail

**For the
Employees**

International Vice-President
International Brotherhood of
Firemen and Oilers

MISCELLANEOUS LETTERS OF UNDERSTANDING AND MEMORANDA OF AGREEMENT

Appendix

- A Memorandum of Agreement re positions of Labourers at Windsor Station Power Plant.
- B Memorandum of Understanding re positions of General Helper and Stationary Firemen Trainees, Windsor Station.
- C Letter of Understanding re designation of the various shifts.
- D Loss of wages in emergency (snow storm) situations.
- E Letter of Intent concerning a recognized vacation period of March to November.
- F Instruction to the line re seniority of students.
- G Letter with respect to information which may be included on bulletins.
- H Letter with respect to Article 5.13.
- I Letter of Understanding re Physically Disabled Employees
- J Letter of Understanding re Contracting-Out.
- K Letter with respect to employees adversely affected as a result of a Technological, Operational or Organizational change.

APPENDIX A

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY AND ITS STATIONARY FIREMEN, OILERS AND SHOP LABOURERS ON THE ATLANTIC REGION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, POWER PLANT OPERATORS, HELPERS, ROUNDHOUSE AND RAILWAY SHOP EMPLOYEES.

In recognition of the situation existing in respect of qualifications for the position of Stationary Firemen, it is agreed that, effective June 1st, 1965, the seniority rules of the Collective Agreement shall be waived to the extent necessary to provide at least two labourers to be employed in the Windsor Station Power Plant at all times who, in the judgment of Management, possess the ability to fully meet the qualifications required of Stationary Firemen within a reasonable period.

The two positions of labourer in the Windsor Station Power Plant shall, prior to the effective date of this agreement, be designated by Management, after consultation with the General Chairman, be filled by the senior labourers desiring the same who in the judgment of Management possess the necessary ability to fully meet the qualifications of Stationary Firemen, Windsor Station Power Plant. In the selection of appointees for these positions, and subsequent vacancies, the General Chairman shall be consulted.

Employees appointed to these two positions shall be allowed a trial period, not to exceed 60 days cumulative service, and, if removed during that period, shall be returned to their former positions without loss of seniority unless in the meantime such position has

been abolished or has been claimed by a senior labourer exercising seniority account being displaced A labourer removed during the trial period shall not be denied the right to exercise seniority to any position of labourer that has been bulletined during the period of his trial.

Nothing in this agreement shall be construed as requiring the Company to maintain more positions than are necessary at any time to meet the requirements of the service

This Memorandum of Agreement is effective June 1st, 1965, and shall be subject to cancellation or amendment subject to sixty calendar days notice in writing *from* either party

Dated at Montreal, Quebec, April 21st, 1965

For the **Employees**

For the **Company**

L. Minotti
General Chairman

K. Campbell
Manager,
Labour Relations

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN CANADIAN PACIFIC LIMITED AND THE INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS ON BEHALF OF STATIONARY FIREMEN, STATIONARY FIREMEN TRAINEES, LABOURERS AND GENERAL HELPERS EMPLOYED AT WINDSOR STATION. MONTREAL, QUEBEC.

It is understood that except as otherwise provided herein the provisions of the Collective Agreement between Canadian Pacific Limited and the International Brotherhood of Firemen & Oilers on behalf of Stationary Firemen, Oilers, Engine Attendants and Shop Labourers employed on the Atlantic, Eastern, Prairie and Pacific Regions and Angus Shops will apply to those classifications of employees listed above employed at Windsor Station, Montreal, Quebec.

(1) Stationary Firemen Trainees

The Memorandum of Agreement governing Stationary Firemen Trainees, dated April 21, 1965, shall continue to apply.

(2) General Helpers

(a) When vacancies occur or new positions are created or additional staff is required in the classification of General Helper for an expected period of less than 90 calendar days such positions may be claimed by the senior qualified labourer employed at Windsor Station; the Local Chairman to be consulted in each case.

(b) When vacancies occur for which replacements are required or new jobs are created or additional staff is required in the classification of General Helper for an expected period of 90 calendar days or more such vacancies or new jobs shall be bulletined to all shops

within the seniority terminal for a period of not less than 7 calendar days and will be awarded to applicants who have had previous experience as a tradesman's helper or who can demonstrate to the satisfaction of Management that they possess the qualifications and skills necessary to perform the work.

(c) An employee on the seniority terminal whose position is abolished or who is displaced may only exercise his seniority to displace in the classification of General Helper if he has had previous experience as a tradesman's helper or if he can demonstrate to the satisfaction of Management that he possesses the necessary qualifications and skills to perform the work.

(3) Rates of Pay

	Effective January 1,		
	1984	1985	1986
	\$ (Per Hour)		
General Helpers	10.575	10.998	11.438
Stationary Firemen Trainees:			
Less than 1 year's service	10.978	11.417	11.874
More than 1 year's service	11.111	11.555	12.017

For the Company

For the Employees

J.A. McGuire
Manager,
Labour Relations

C. Bilodeau
System General
Chairman,
International Brotherhood
of Firemen & Oilers

C. McGaw

CANADIAN PACIFIC LIMITED

Montreal, January 1, 1975

Mr. C. Bilodeau
System General Chairman
& Secretary-Treasurer
International Brotherhood
of Firemen & Oilers
Rooms 303-306
1434 St. Catherine St. W.
Montreal, Que.
H3G 1R4

Dear Mr. Bilodeau:

This has reference to discussions held concerning the application of Article 2.3 of the Firemen & Oilers Collective Agreement.

In the application of Article 2.3, it is agreed that the designation of the midnight shifts as the first shifts; the day shifts as the second shifts; and the afternoon shifts as the third shifts shall only be applicable in respect of designating shifts and rest days.

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

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

Yours truly,

J.A. McGuire
Manager, Labour Relations
CP Rail

I concur:

C. Bilodeau
System General Chairman

Montreal, April 28, 1978
Mr. J.W. Asprey
President and Secretary
Division No. 4, Railway Employees'
Department, A.F. of L. — C.I.O.
Room 613, Castle Building
1410 Stanley Street
Montreal, Quebec
H3A 1P8

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 Parlor Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

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

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

Yours truly,

R. Colosimo
Assistant Vice-president
Industrial Relations
CP Rail

CANADIAN PACIFIC LIMITED

Montreal, January 1, 1975

Mr. C. Bilodeau
System General Chairman
& Secretary-Treasurer
International Brotherhood
of Firemen & Oilers
Rooms 303-306
1434 St. Catherine St. W.
Montreal, Que.
H3G 1R4

Dear Mr. Bilodeau:

Referring to our discussion concerning Article 11.28 of the Firemen and Oilers Collective Agreement, Vacations, which provides a recognized vacation period of March to November.

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

Yours truly,

J.A. McGuire
Manager, Labour Relations
CP Rail

February 3, 1982

Messrs. J. B. Chabot

J. P. Ketsall

L. A. Hill

R. J. Shepp

W. Mummery

The International Brotherhood of Firemen and Oilers served a demand to amend Article 5 of the Collective Agreement to provide that students who are employed between school terms would not accumulate seniority.

In our discussions the Union alleged that in many instances students have obtained preferential assignments over permanent employees because the student's first date of entry into service was used as the seniority date for subsequent years. In our view, pursuant to Article 12.3 of the Collective Agreement, a student returning to school could only be granted leave in excess of 90 days with the consent of the Union, and therefore should not be permitted to accumulate seniority from year to year.

To apply the Collective Agreement rules consistently, will you please arrange to inscribe a student on the regular seniority list after 65 days as per Rule 5, but remove his name when he returns to school. If the student returns to service the following year, he would again be inscribed on the regular list as a new employee.

D.V. Brazier

Manager, Labour Relations

cco: Mr. D. Bratko

February 3, 1982

Messrs. J. B. Chabot
J. P. Kelsall
R. J. Shepp
L. A. Hill
W. Mummery

During the current negotiations with the International Brotherhood of Firemen and Oilers, the Union complained of situations where bulletins advertising vacancies were not sufficiently specific to enable the employee to make an informed decision in respect of the vacancy. The Union is concerned that bulletins do not specify the general work area, nor whether *the* work is inside or outside.

In our discussions we advised the Union that we are not prepared to restrict our right to assign employees to where they are required, nevertheless, we agreed that we would relay their concerns to line officers with a request that whenever possible, the general area of a job be shown on bulletins, and that all bulletins indicate if the major portion of the work is performed inside or outside. Would you please advise your officers and supervisors accordingly.

D.V. Brazier
Manager, Labour Relations

cco: Mr. D. Bratko

February 3, 1982

Messrs. J. B. Chabot
J. P. Kelsall
R. J. Shepp
L. A. Hill
W. Mummery

This has reference to the negotiations with the International Brotherhood of Firemen and Oilers and in particular their demand to amend Article 5.13 of the Collective Agreement which requests that the word "consecutive" be replaced by "accumulative" in the case of what they refer to as a bulletined position.

In our discussions it became apparent that the reason for the demand was instances where the Union alleges Labourers have been promoted to Helpers positions under Wage Agreement No. 16 and shortly before the expiration of the two-year period stipulated under Article 5.13, the employee is set back to Labourer for the sole purpose of protecting his labour seniority after which he is again promoted to a Helper's position. If there is any foundation to such allegations, this could be viewed as a means to circumvent the intent of the rule and this we would not condone. Would you please advise your officers and supervisors accordingly to ensure that Article 5.13 is applied strictly on a proper and equitable basis

D.V. Brazier
Manager, Labour Relations

July 22, 1982

Mr. J.W. Asprey
President and Secretary
Canadian Council of
Railway Shopcraft
Employees and Allied
Workers
1410 Stanley Street
Suite 613
Montreal, Quebec
H3A 1P8

Mr. C. Bilodeau
Vice-President,
International Brotherhood of
of Firemen and Oilers
System Council No. 7
1434 St. Catherine Street W.
Room 304
Montreal, Quebec
H3G 1R4

Dear Sirs:

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

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

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

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

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

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

Yours truly,

D.V. Brazier
for Vice-President
Industrial Relations

We concur:

John W. Asprey
President and Secretary
Canadian Council of Railway Shopcraft
Employees and Allied Workers

C. Bilodeau
Vice-President
International Brotherhood of Firemen
and Oilers

CANADIAN PACIFIC LIMITED

February 19, 1986

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

Mr. P. Watson
General Chairman
CP Eastern Region
International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths,
Forgers and Helpers
8574 Drolet Street
Montreal, Quebec
H2P 2H9

Mr. J.P. Slota
System General Chairman
United Association of
Journeymen and
Apprentices of the
Plumbing and Pipefitting
Industry of the
United States and Canada
151 Mapleton Drive
Winnipeg, Manitoba
R2P 1C8

Mr. R. Laroche
System General Chairman
International Brotherhood of
Electrical Workers
5975 Avenue de L'Authion
Apt. 619
Ville d'Anjou, Quebec
H1M 2W3

Mr. J. Young
President
District Council No. 4
Sheet Metal Workers
International Association
175 Regent Street
Greenfield Park, Quebec
J4V 2V3

Mr. D. Mancini
Vice-President
System Council No. 7
International Brotherhood
of Firemen and Oilers
51 Adamede Crescent
Willowdale, Ontario
M2H 1B6

Gentlemen:

This has reference to the award of the Arbitrator, the Honourable Emmett M. Hall, dated December 9, 1974, concerning the contracting out of work.

In accordance with the provisions as set out on page 49 of the abovementioned award, it is agreed that work presently and normally performed by employees represented by the bargaining agent signatory to the Memorandum of Settlement dated February 19, 1986, will not be contracted out except:

- (1) when technical or managerial skills are not available from within the Railway; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Railway-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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. .

It is further agreed that at a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

In addition, the Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be no less than 30 days.

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

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

Where a Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such

grievance shall commence at the last step of the grievance procedure, the Union officer submitting 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.

Yours truly,

D.V. Brazier
Assistant Vice-president
Industrial Relations

cc.: Mr. A. Rosner
Chairman
Negotiating Committee
Associated Railway Unions

CANADIAN PACIFIC LIMITED

February 19, 1986

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

Mr. P. Watson
General Chairman
CP Eastern Region
International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths,
Forgers and Helpers
8574 Drolet Street
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H2P 2H9

Mr. J.P. Slota
System General Chairman
United Association of
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H1M 2W3

Mr. J. Young
President
District Council No. 4
Sheet Metal Workers
International Association
175 Regent Street
Greenfield Park, Quebec
J4V 2V3

Mr. D. Mancini
Vice-President
System Council No. 7
International Brotherhood of
Firemen and Oilers
51 Adamede Crescent
Willowdale, Ontario
M2H 1B6

Gentlemen:

This will confirm that during our discussions on the application of the Employment Security provision contained in the Memorandum of Settlement signed at Montreal, Quebec, this date, ~~the~~ Company informed you that if, after investigation, it was determined that there were employees adversely affected as a result of a technological, operational or organizational change, then the parties agree that all the rights and benefits accruing to employees adversely affected by an Article 8 change will apply to such individuals. Likewise, to the extent relevant, the employment security provisions will also apply.

Yours truly,

D.V. Brazier
Assistant Vice-President
Industrial Relations

cc.: Mr. A. Rosner
Chairman
Negotiating Committee
Associated Railway Unions