

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BC RAIL LTD.**

**(hereinafter called the “Railway”)**

**AND**

**THE COUNCIL OF TRADE UNIONS ON BC RAIL**

**(hereinafter called the “Council”)**

**on behalf of**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION (CAW-CANADA), LOCAL 110**

**(hereinafter called the “Union”)**

**JANUARY 1, 2003 TO DECEMBER 31, 2005**

02938 (08)

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## PREAMBLE

Except as otherwise provided herein, this Agreement is effective the 1st day of January, 2003 and supersedes all previous agreements, rulings or interpretations which are in conflict therewith.

The right to make and interpret contracts, rules, rates and working conditions for locomotive engineers and the handling of all grievances arising out of service as locomotive engineers shall be vested in the regularly constituted committee of the National Automobile, Aerospace, Transportation and General Workers Union (CAW-Canada), Local 110.

Notwithstanding anything contained in this Agreement, any locomotive engineer may present his personal grievance to the Railway at any time.

No change will be made in the application **of** any rule contained in this Agreement without consultation with the General Chairman **of** the National Automobile, Aerospace, Transportation and General Workers Union (CAW-Canada), Local 110.

The term "Helper" as used in this Agreement shall be understood to mean an employee who is designated on the current seniority list of Locomotive Engineers, Helpers and Watchmen as having a seniority date as "Helper" on or before December 1st, 1957.

**GENDER NEUTRAL TERMS:**

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

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

**ARTICLE 1  
ROAD SERVICE**

**(Includes through freights, switchers, way freights and passenger)**

**1.1 Rates Of Pay**

<u>Per Hour</u>	
<b>S.T.</b>	<b>O.T.</b>
<b>for</b>	<b>After</b>
<b>100</b>	<b>100</b>
<b>hrs.</b>	<b>hrs.</b>
<hr/>	<hr/>
\$31.41	\$47.12

**1.2 Basis Of Pay**

The basis of pay will be on a single hourly rate with time and one-half after one hundred (100) hours per checking period for time on duty in all road services, passenger, freight. Actual time on duty, on road only, applies toward the accumulation of one hundred (100) hours except, an engineer who is not assigned to yard or work train service, such as an engineer in pool service or on the auxiliary board or spare board, who is required to work one or more shifts in yard or work train service, straight time hours in yard or work train service at eight (8) hours per shift shall be applied to the accumulation of one hundred (100) straight time hours to qualify him for time and one-half overtime rate for services performed.

### **1.3 Allowances**

#### **1.3.1 Locotrol**

(1) Engineers handling trains equipped with operating locotrol equipment shall be allowed an additional three dollars (\$3.00) per hour for the complete tour of duty. This allowance does not apply to engineers on pusher engines assisting locotrol equipped trains.

(2) Overtime shall not be calculated on this allowance, nor shall the allowance be paid for paid absence from duty such as annual vacations, General Holidays, etc.

#### **1.3.2 Unit**

**An** engineer in charge of more than three (3) working units at any given time during a trip shall be allowed an additional forty-five cents (\$0.45) per hour for the complete trip. This does not apply when an engineer receives Locotrol allowance as provided by Clause 1.3.1.

### **1.4 Minimum Day**

Eight (8) hours or less constitutes a day in road service.

## **1.5 Reporting Point**

Place where bulletins and notices are posted and engineer is required to register in or out will be point where engineer comes on or goes off duty.

## **1.6 Road Time**

**1.6.1** Engineer will appear on duty at the time ordered for and will sign appearance book. He will be paid the hourly rate on the minute basis from the time ordered to report for duty until released from duty at either his objective or initial terminal, except should the trip be interrupted on account of illness, rest, etc.

**1.6.2** Engineer in unassigned service may be called to make short trips and turn-arounds, with the understanding that one or more turnarounds may be started out of the same terminal provided that an engineer shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) hours from the time ordered to report for duty on his initial trip, except as a new day, subject to the first-in, first-out rule.

## **1.7 Pay Period**

A pay period constitutes a two week period beginning on day one and ending on day fourteen.



## **1.8 Checking Period**

**1.8.1** A checking period is a period of fourteen (14) consecutive days assigned to an employee. Checking date shall be every other Monday.

**1.8.2** The assigning and implementation of individual checking periods will be arranged between the Railway and the Union and made effective.

## **1.9 Guarantee**

**1.9.1** Road engineers who do not lay off of their own accord will be guaranteed the equivalent of eighty (80) hours per checking period exclusive of pay for General Holidays, training allowance as provided by Clause 30.2, locotrol allowance as provided in Clause 1.3.1, unit allowance as provided in Clause 1.3.2, and Fort Nelson housing allowance as provided by Clause 31.1 excepting engineers on spare board where provision is made so as to regulate an engineer's work week to forty (40) - fifty (50) hours per week. **An** engineer who lays off of his own accord, or misses a call, will be penalized to the extent of having the hours paid for on the trip, or trips, he missed deducted from the eighty (80) hours guaranteed for the checking period. The number of hours so deducted not to exceed twenty (20) for each round trip or short turnaround trip missed.

**1.9.2** The above guarantee does not apply to engineers in work service, yard service, or spare board and on auxiliary spare board.

**1.9.3** Engineer who only works a portion of a checking period in road service will be paid his full proportion of the compensation provided under the guarantee.

### **Example:**

On duty 0800 November 12th to 1600 November 23rd - a total time of eleven (11) days plus eight (8) hours.

Less than twelve (12) hours not to count. More than twelve (12) hours count as one (1) day.

Guarantee 11 X 5 hours, 42 minutes = 62 hours, 42 minutes.

## **1.10 Broken Time**

**1.10.1** When engineers on regular runs change off during a day's work, the names of both men shall appear on the time return submitted, and the earnings will be computed on the same basis as though one man had performed the day's work; the earnings for the day will be apportioned between the two men on the basis of service rendered, as may be agreed upon, otherwise the apportionment will be on the basis of time actually on duty.

### **1.10.2 Illness On Duty**

Engineer prevented from completing a trip or day's work due to illness will be paid actual time on duty up to the time relieved from duty.

### **1.10.3 Injury On Duty**

Engineer prevented from completing a trip or day's work due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty, but not less than a minimum day. Engineer called to relieve another engineer for completion of day or trip due to illness or injury on duty will be paid not less than a minimum day.

### **1.11 Detouring**

Foreign trains detouring over BC Rail shall be manned by BC Rail engineers. The manner of operation under joint section or running rights agreement to be subject of discussion between the Railway and the Union.

### **1.12 Meals**

Engineer on freight train will be given reasonable time for meals between terminals on advising dispatcher one hour in advance. Time occupied not to be deducted in computing overtime unless such overtime has been increased by engineer delaying his train in taking time to eat.

### **1.13 Piloting**

1.13.1 An engineer in charge of an engine ordered over any subdivision or branch with which he is not familiar will be furnished a competent pilot. Spare engineer will be used as pilot when available.

1.13.2 A minimum of eight (8) hours per day will be paid for such service. Payment to be computed in accordance with the provisions of Clause 1.6.

## **ARTICLE 2 PUSHER SERVICE - ASSIGNED**

### **2.1 Rates And Basis Of Pay**

The rates and basis of payment for engineers in road services will apply to regular assigned pusher service.

### **2.2 Minimum Day**

The minimum day for engineer in regular assigned pusher and helper service shall be eight (8) hours or less.

### **2.3 Continuous Time**

Engineer in assigned pusher service will be allowed continuous time from the time he is required to commence his tour of duty at the home terminal for the pusher assignment until he is released from duty at the home terminal for the assignment; except that, should pusher engineer be held at regular established terminal (other than home terminal for pusher assignment) on account of repairs to engine or track

obstruction, he will be compensated as per Article 12 (Held Away From Home Terminal).

## **2.4 New Day**

Should pusher or helper engineer be used out of home station for pusher assignment after completing a day of eight (8) hours a new day will commence. Engineer having completed a day will not be run-around other assigned pusher or helper engineer out of home station subject to following examples:

### **Example 1 :**

The eight (8) hour period of a pusher engineer expires at 1600, engineer is ordered to assist at 1530 and for some unavoidable reason the train does not leave until 1605, engineer will commence a new day, and if released on return, this movement will not be considered a runaround of other engineers in pusher service. Should engineer not be released and other pusher engineers are runaround they will be entitled to eight (8) hours as per Article 25.

### **Example 2:**

The eight (8) hour period of a pusher engineer expires at 1600 and engineer is ordered to assist a train out of home terminal at 1605. This movement would be considered as running around the first out engineer assigned to pusher service who is available at the home terminal for the pusher assignment.

## **2.5 Manning**

**2.5.1** Freight engineer will not be used in pusher or helper service when regularly assigned pusher or helper engineer is available.

**2.5.2** With the exception of electronically controlled units, all pusher engines and light running engines dispatched will be manned by two (2) engineers when two (2) engineers are available.

## **2.6 Guarantee**

Regular engineer in assigned pusher service will be guaranteed the equivalent of eighty (80) hours per checking period.

## **ARTICLE 3 SNOWPLOW SERVICE**

### **3.1 Train Orders**

Engineer on snowplow train will be responsible for the handling of operating authority, other movements being controlled by snowplow foreman.

### **3.2 Consist Of Train**

Engines pushing a wing snowplow or pushing a Jordan spreader which is being used as a wing snowplow, will not have a train attached other than a spreader, water car, van, official car or cars necessary for the trip.

### 3.3 Basis Of Pay

Engineer called for snowplow service will be governed by work train rates and rules.

### 3.4 Speedometer

Where practicable, engine supplied in snow service will be equipped with an operative speedometer.

## ARTICLE 4 YARD SERVICE

### 4.1 Rates Of Pay

<u>Per Hour</u>	
S.T. for 8 hrs.	O.T. after 8 hrs.
\$28.1 7	\$42.2 5

### 4.2 Shift Differential

Locomotive engineers who commence a shift in Yard Service between the hours of 1430 and 2229 shall receive a shift differential of fifty-five cents (\$0.55) per hour and between the hours of 2230 and 0559 shall receive a shift differential of sixty cents (\$0.60) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty, such as vacations, General Holidays, etc. Differential is established by time of commencement of shift and will not be changed during a "tour" of duty.

### 4.3 Yard Service Rules

#### **RULE 1 - Five Day Work Week**

A work week of forty (40) hours is established consisting of five (5) consecutive days of eight (8) hours each, with two (2) days off in each seven (7), except as hereinafter provided. The work weeks will be established in accordance with the Railway's operational requirements. The foregoing work week rule is subject to all provisions of this Article.

#### **RULE 2**

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 extra or unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

#### **RULE 3**

(a) When service is required by the Railway on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a

combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this Article, have five (5) consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the employee or employees relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five (5) consecutive days on the same shift as provided for the Rule 3(a), such assignments may be established for five (5) consecutive days with different starting times on different shifts on different days, providing such starting times are those of the employee or employees relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) Rules providing for assignments of engineers “for a fixed period of time which shall be for the same hours daily” will be relaxed only to the extent provided in (a) and (b) of this Rule 3.

(d) Except as otherwise provided for in this Rule 3, regular relief assignments shall be established in conformity with rules in agreements or agreed practices in effect on the property governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

#### **RULE 4**

At points where it is not practicable to grant two (2) consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made to provide for the accumulation of days off over a period not to exceed five (5) consecutive weeks.

If the Railway contends it is not practicable to grant two (2) consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish nonconsecutive days off, representatives of the Railway and representatives of the employees will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Railway may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Railway to prove that it was not practicable to grant two (2) consecutive days off.

**Note:** Where arrangements are not made to provide for the accumulation of days off, such jobs may be bulletined for the assigned engineer to work the sixth day at overtime.

### **RULE 5**

Spare or extra engineers who are required to work in excess of eight (8) consecutive hours in yard service will be paid for time worked in excess of eight (8) hours continuous service at one and one-half times the pro rata rate.

### **RULE 6**

Nothing in this Article shall obligate the Railway to work a spare engineer at overtime rate when there is an engineer who could work at pro rata rate.

### **RULE 7**

In the event a regular or regular relief job or assignment is annulled for one (1) day or more, schedule rules and practices will govern.

### **RULE 8**

(a) Work performed by regular relief men on assignments which conform with the provisions of Rule 3 shall be paid for at the straight time rate.

(b) Regular assigned employees worked more than five (5) straight time eight (8) hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (i) where days off are being accumulated under Rule 4 of this Article;
- (ii) when changing off where it is the practice to work alternately days and nights for certain periods;
- (iii) when working through two (2) shifts to change off;
- (iv) where exercising seniority rights from one assignment to another;
- (v) where paid straight time rates under existing rules or practices for a second tour ~~of~~ duty in another grade or class ~~of~~ service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five (5) straight time eight (8) hour shifts referred to in (b) of this Rule.

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in (b) of this Rule be utilized in computing the five (5) straight time eight (8) hour shifts referred to in (b) of this Rule 8, nor shall time paid for miscellaneous services such as attending court, inquests, investigations, examinations, deadheading, 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.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two (2) agreements be combined in any manner in the application of this Article.

### **RULE 9**

All regular or regular relief assignments for yard service employees shall be for five (5) consecutive days per work week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

**RULE 10**

(a) Where reference is made in this Article to the term “yard service”, it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this agreement which is not now subject to starting time rules.

(c) Except as otherwise provided, a regular assignment in yard service will have a fixed starting time; the starting times of regular assignments will not be changed without at least forty-eight (48) hours notice. Regular relief assignments may on different days have different starting times, providing such starting times are those of the engineer relieved, and may have different points for going on and off duty which shall be the same as those of the engineer relieved.

**RULE 11**

(a) Eight (8) hours or less shall constitute a day’s work.

(b) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two (2) shifts to change off, or where exercising seniority rights from one assignment to another, or when extra engineer is required by schedule rules to be used, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate.

**Note:** When engineer is required to remain on duty in excess of eight (8) hours in continuous service he will receive over-time at time and one-half on the minute basis. When he starts a second shift within a 24-hour period he will not be paid under the overtime rule but will start a new day.

**RULE 12**

(a) Where regular assignments are worked in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0800.

(b) The starting time of yard assignments other than those specified in the preceding clause including extras, shall be in accordance with the requirements of the service.

(c) The time for fixing the beginning of assignments or meal hour periods to be calculated from the time fixed for the crew to begin work as a unit.

**RULE 13**

(a) Yard day will commence at time ordered for and will end when engine is placed on shop track or when engineer is released at regular changing off point.

(b) Time ordered for will be the time required to leave shop track or to commence work as a unit with the yard crew at regular changing off point.

**RULE 14 - Canceling Assignments**

Regularly assigned engineer who may be canceled after reporting for duty at the regular starting time of the assignment will be paid a minimum day at yard rate for same.

**Note:** Regularly assigned engineer who is to be canceled before reporting for duty will receive at least eight (8) hours notice. When an assignment is to be canceled for a general holiday the regularly assigned engineer will receive at least seventy-two (72) hours notice. When an assignment is canceled for any other reason the regularly assigned engineer will receive at least sixteen (16) hours notice.

**RULE 15**

Engineer shall have a designated point for commencing and terminating each shift which shall be the same point unless otherwise mutually agreed. The practice of engineers changing off at shop tracks and other points as now in effect will continue unless more convenient points are mutually agreed upon between the Railway and the representatives of the engineers. The points for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engineers report at the hump, others at the yard office, others at the roundhouse or ready tracks. it is not considered that the place to report will be confined to any definite number of feet but rather a definite and recognized location.

**RULE 16 - Lunch And Coffee Breaks**

Yard engineer will be allowed thirty (30) minutes for lunch between four (4) and five (5) hours after starting work without deduction in pay. Yard engineer will not be required to work longer than five (5) hours without being allowed thirty (30) minutes for lunch, and with no deduction in pay or time therefor.

**Note:** It is understood that the second sentence of the above paragraph refers to the allotment of a second meal period. It is further understood that the thirty (30) minutes specified is considered a minimum.

Yard engineer will be allowed a fifteen (15) minute coffee break after two (2) hours on duty and a further fifteen (15) minute coffee break after six (6) hours on duty without deduction in pay. It is understood that the scheduling of these coffee breaks will not interfere with efficient switching operations.

**RULE 17**

Senior engineer shall have the preference of day work and the preference of assignment.

**RULE 18**

Yard engine will be manned by junior engineer unless senior engineer applies.

**RULE 19 - Road Rates**

Yard engineer whose work takes him outside of switching limits will be paid road rates for the entire day.

Engineer stationed at Mackenzie and required to haul tonnage or push to or from Kennedy, or engineer stationed at Ft. St. John required to haul tonnage or push to or



from Septimus or engineer stationed at Chetwynd and required to haul tonnage or push to or from Perry will be paid road rates for the entire shift. Overtime at time and one-half will apply after eight (8) hours.

**Note:** Yard shift differential will not apply in the above circumstances. Engineers as set out above are entitled to the provisions of Article 1.3 when applicable.

**RULE 20 - Rest**

Regularly assigned yard engineers will not be permitted to book rest around their regular assignment. This will not apply to regularly assigned yard engineers who work assignments other than their own assignments.

**RULE 21 - Guarantee**

Regularly assigned engineers who do not lay off of their own accord will be paid not less than the number of days in the month, less the bulletined days off of the assignment and General Holidays; or their proportion thereof when an assignment is created or discontinued. Overtime and allowances for specified holidays provided in Article 14 of this agreement, will not be applied against the guarantee. This will not apply to spare men.

**RULE 22 - Advance Call**

At a point where only one yard crew is assigned they will, if requested to report and do so report prior to and continuous with their regular assigned starting time, be paid for the period prior to the regular starting time on the minute basis at time and one-half pro rata rate with a minimum of two (2) hours.

**RULE 23 - Timetable Change**

All positions will be advertised to take effect as of April 1st and October 1st, of each year.

**Note:** In the event yard assignments are altered to take effect on April 1st or October 1st, Rule 2 of "Yard Service Rules" will have no effect as regards the day of the work week upon which these dates fall.

**RULE 24 - Lockers**

Assigned yard engineers will be supplied with individual lockers convenient to the point where they normally go on and off duty.

**RULE 25 - Switching Limits**

The necessity of changing or re-establishing recognized switching limits in order to render switching services required because of extension of industrial activities and/or territorial extension of facilities must be recognized. Switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed

by negotiation between the proper Officer of the Railway and the General Chairman.

The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and/or territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

Present switching limits are designated as follows:

NORTH VANCOUVER - Between Mileage 3.1 on the North and Lonsdale Avenue on the South.

SQUAMISH - Between Mileage 42.1 on the North and Mileage 37.6 on the South.

LILLOOET - Between Mileage 159.6 on the North and Mileage 154.8 on the South.

EXETER - Between Mileage 263.0 on the North and Mileage 256.0 on the South.

WILLIAMS LAKE - Between Mileage 318.5 on the North and Mileage 310.0 on the South.

QUESNEL - Between Mileage 388.0 on the North and Mileage 379.7 on the South.

PRINCE GEORGE - Between Mileage 473.7 on the North and Mileage 474.0 on the South.

KENNEDY - Between Mileage 570.0 on the North and Mileage 566.0 on the South.

CHETWYND - Between Mileage 662.8 on the North and Mileage 658.0 on the South and extends to Mileage 0.9 North on the Dawson Creek Subdivision.

FORT ST. JOHN - Between Mileage 730.0 on the North and Mileage 702 on the South.

FORT NELSON - Between Mileage 977.8 on the South and end of track Mileage 979.4.

DAWSON CREEK - Between Mileage 59.5 Dawson Creek Subdivision on the South and on the North by North end of Inter-change Track at Mileage 66.0.

FORT ST. JAMES - Between Mileage 76.0 Takla Subdivision on the North and Mileage 71.0 Takla Subdivision on the South.

LEO CREEK - Between Mileage 153.0 on the North and Mileage 150.0 on the South.

## **ARTICLE 5 DEADHEADING**

### **5.1 Rates Of Pay**

<b>Per Hour</b>	
<b>ST.</b>	<b>O.T.</b>

---

<b>for 8 hrs.</b>	<b>after 8 hrs.</b>
<u>\$31.4</u>	<u>\$47.1</u>
1	2

## **5.2 Overtime**

Time and one-half will not apply for deadheading and time deadheading will not be considered as TIME ON DUTY in qualifying for time and one-half in other services.

## **5.3 Not Coupled With Service**

Deadheading paid separately from service will be computed on the basis of hours with a minimum of eight (8) hours at road rates.

## **5.4 Coupled With Service**

When deadheading is coupled with service paid for at road rates, either prior to or following, actual time deadheading and any dead time will be paid for.

## **5.5 Exercise Of Seniority Rights**

**5.5.1** Engineer deadheading to exercise seniority rights or returning after having done so, will not be entitled to compensation therefore. Deadheading in connection with relief work which engineer has bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and engineer is ordered by the Railway to deadhead any such deadheading shall be paid for, except where engineer is forced to fill an assignment due to no applications received.

**5.5.2** Engineer deadheading to take a preference run or promotion to which he is entitled by change of time table or permanent vacancy, or when returning from same on account of being displaced by reduction of engineers, will not be entitled to deadheading coming or going.

## **5.6 Procedures**

**5.6.1** Engineer to be deadheaded will be called for time at which it is expected train upon which he is to travel should be ready to leave. Deadhead engineer will have no claim for run-around in this case.

**5.6.2** Time of the deadhead engineer ceases upon arrival at agreed upon point for coming on and going off duty at destination terminal and any time earned by the working engineer in yarding train, switching, etc., will not accrue to the engineer deadheading.

**5.6.3** When two engineers are called to run and deadhead on the same train, from home terminal to distant terminal, first engineer out shall deadhead and stand first out on arrival. When two engineers are called to run and deadhead on the same train from distant terminal to home terminal, first engineer out shall work and stand first out on arrival.

**5.6.4** If deadheading to intermediate point, first engineer out will be called to handle the train and second engineer will deadhead.

**5.6.5** When more than one engineer is dead-headed on the same train for service at different points, the engineer deadheading first out will be deadheaded to the nearest

point and so on. When deadheaded to the same point, they will stand out in the same order as they stood when called.

**5.6.6** When an engineer deadheads from terminal to terminal and another engineer deadheads from an intermediate point to terminal on the same train, the engineer deadheading from intermediate point will go on board ahead of the engineer deadheading from opposite terminal.

### **5.7 Remain Until Relieved**

Engineers called to deadhead to fill vacancies in outlying points may be required to stay at such vacancies until filled or relieved provided that suitable accommodations are provided.

### **5.8 Transportation Costs**

When engineer is ordered to deadhead by other than rail transportation he will be paid road rates computed from the time required to report for duty until arrival at agreed upon point for coming on and going off duty. The Railway to pay the cost of such transportation.

### **5.9 Automobile Allowance**

An engineer deadheading on pay and authorized to use his own automobile will be compensated for the automobile mileage on the same basis as that currently established with respect to all employees.

**ARTICLE 6  
WORK TRAIN SERVICE**

**6.1 Rates of Pay**

<u>Per Hour</u>	
<u>S.T.</u>	<u>O.T.</u>
<u>for 8</u>	<u>after 8</u>
<u>hrs.</u>	<u>hrs.</u>
\$31.4	\$47.12

1

**6.2 Held For Service**

**6.2.1** Engineer in work train service will be paid eight hours for each work day held for service.

**6.2.2** Days off for work trains are as specified by bulletin.

**6.2.3** Work Trains may be bulletined without days off.

**6.2.4** Bulletined day(s) off on work trains are not restricted to Saturdays and/or Sundays.

**6.2.5** If a work train is required to work on its day(s) off and is at a point that is accessible to spare and/or auxiliary board enginemen, then such enginemen if available will be called to work on the day(s) in question. If a work train is required to work on its day(s) off and is at a point that is inaccessible to spare and/or auxiliary board enginemen (e.g. Gutah, Retaskit, Fontas, etc.) then engineman working the

work train will be required to work on his day(s) off with notification on the previous working day.

**6.2.6** Engineer having worked five (5) consecutive days in work train service required to work the sixth and/or seventh day in a work week will be paid at time and one half the pro rata rate.

### **6.3 Meals**

Engineer in work train service will be given opportunity for meals at reasonable hours, and reasonable provisions will be made for engineer on work trains to obtain meals.

### **6.4 Seniority**

Work train will be manned by junior engineer unless senior engineer applies.

### **6.5 Transportation On Days Off**

Engineer will be given transportation and allowed to go home for Sunday when such leave will not interfere with work trains.

### **6.6 Auxiliary Train Service Rate Of Pay**

Engineer called for auxiliary train service will be governed by work train rates and rules.

### **6.7 Construction Train Rate Of Pay**

Construction trains are to be governed by work train rates and rules.

### **6.8 Accommodation**

**6.8.1** On work or ditcher train separate accommodation will be provided for engineer. Such accommodation will include springs, mattresses, blankets, pillows, sheets and pillow cases. Provision will be made so engineer will have sheets and pillow cases laundered weekly except that fresh sheets and pillow cases will be supplied to new engineer when engineers are changed off.

**6.8.2** When work trains are tied up on the road, engine crews will not be required to share sleeping accommodation with other persons or employees other than engineers, helpers or engine watchmen.

### **6.9 Choice Of Assignment**

When two or more work trains are working regularly out of the same point, senior engineer will have choice of assignment.

### **6.10 Bulletined Territory**

**6.10.1** In the event of work train moving from one subdivision to another, awarded assignment will be considered discontinued, and train will again be bulletined.

**6.10.2** In the event of work train or ditcher being moved from one subdivision to another for a period of less than seven (7) days, Clause 6.10.1 will not apply.

### **6.11 Revenue Traffic**

The handling of revenue traffic in construction train service will only be required until such time as the track under construction has been approved for the operation of regular trains by the Ministry of Transportation and Highways.

### **6.12 Auxiliary Service Meals**

Engineer used in auxiliary service shall be furnished free meals if cook car is attached to auxiliary for feeding crews.

### **6.13 Reporting Point**

Work train engineer will commence and end duty at recognized accommodation. Time involved between recognized accommodation and point of work will be paid at work train rates.

### **6.14 Rest**

**6.14.1** Engineer on work train used on any one day, wholly within yard where yard crews are established, will be permitted to book rest after eight (8) hours on duty from the time fixed for the crew to begin work as a unit.

**6.14.2** Except as otherwise provided, the provisions of Clause 9.2, Road Rest, will apply in Work Train Service.

### **6.15 Maintenance Or Construction Service**

Work Train in maintenance or construction, whether work is being done by the Railway or by a contractor will be manned by BC Rail engineer. Rates and rules of current Collective Agreement will apply.

### **6.16 Cost Of Meals**

The cost of meals in work service will be at the current rate. As of July 1, 1987, the current rate per meal is two dollars (\$2.00).

### **6.17 Meals At Restaurants**

When a cook car is included in the equipment of an assigned work train and for unforeseen reasons the work train crew is unable to obtain a regular meal at the cook car and are authorized to obtain the meal at a restaurant, the Railway will absorb meal costs over and above the current cost of meals served in a Railway cook car.

## **ARTICLE 7 MISCELLANEOUS SERVICE**



## **7.1 Dead Engine**

Engineer in charge of dead engine will be paid road rates from the time he is required to report for duty until booked in on register.

## **7.2 Special Service**

**7.2.1** Engineer who is in regularly assigned service or set up in pool service and is held for special service will be compensated to the extent of wages which he would have earned except for his absence as a result of such call.

**7.2.2** Engineer who is on spare board while held for special service, if time lost, eight (8) hours to be allowed per day of twenty-four (**24**) hours.

**7.2.3** If engineer is not detained from duty, payment of wages is not required.

**7.2.4** Actual reasonable expenses incurred while away from home will be allowed.

## **7.3 Attending Court/Jury Service/Coroner's Inquest**

**An** employee who is required to perform jury duty or who is called for jury selection on a day which he normally would have worked, or who attends court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Railway, will be reimbursed for the difference between the pay received for the jury duty or witness attendance and the amount he would have been paid for the hours he would have been scheduled to work for the Railway during the time he was prevented from working for the Railway because of jury/witness service.

On receiving a summons/subpoena for jury/witness service the employee will report same to the proper officer of the Railway as soon as possible.

## **7.4 Examinations**

**7.4.1** Engineers who are required by the Railway to be medically examined will be paid two (2) hours at the rate of the service the engineer last performed. This applies to off-duty hours. All medical examinations and travel costs related thereto will be paid by the Railway when the employee is required by the Railway to undergo a medical examination.

**7.4.2** Engineers who are required by the Railway to attend instructional programs will be paid actual time with a minimum of two (2) hours at the rate of the service the engineer last performed. This applies to off-duty hours.

## **7.5 Periodic Rules Examinations**

**7.5.1 An** employee required to take a periodic examination or home study refresher in the Canadian Rail Operating Rules during his off-duty hours shall be allowed payment on the following basis:

(1) **An** employee required to take a periodic "B" or lower-class rules examination shall be allowed three (3) hours' pay at the basic rate of his regular position.

(2) **An** employee required to take a periodic "A" rules examination shall be allowed four (4) hours' pay at the basic rate of his regular position.

(3) Payment will not be made to an employee directed to take a rules examination or home study as a disciplinary measure, nor will an employee be paid for taking a rules examination or home study which he fails to pass to the satisfaction of the Rule Examiner. For clarification purposes, if an engineer fails to pass the initial examination then upon rewriting is successful, he/she will be entitled to payment (one (1) minimum day at the Road Engineer's rate of pay) under this article.

(4) Payment will not be made for examinations taken when entering the service.

(5) Employees not holding a regular position will be paid at the basic rate of the service last performed in accordance with Clause 7.6.1 (1) or (2).

(6) An employee who is required to take a "home study" rules refresher will be paid a minimum day at the Road Engineer's rate of pay.

## **ARTICLE 8 EMPLOYEES' BENEFIT PLAN**

**8.1** Details of the respective Plans are set out in the BC Rail Booklet entitled "Group Insurance And Retirement Plans For Unionized Employees" and in Memorandums of Agreement dated February 11, 1986 and June 22, 1987. Benefits concerning Health and Welfare are considered to be part of this Agreement.

## **ARTICLE 9 REST**

### **9.1 Terminal Rest**

Engineer will not be required to leave terminal until he has had at least eight (8) hours rest if requested, such rest to be entered when booking in on register.

### **9.2 Road Rest**

**9.2.1** Engineer after having been eleven (11) hours or more on duty will have the right to book off duty for rest at any point and will not be required to resume duty until rest period has expired. Dispatcher must be given at least one (1) hour's notice of desire to take rest and the number of hours rest required. If dispatcher will cut out all way work and switching train may be taken through to terminal or point where engineer may be relieved. Engineer to be judge of his own condition.

**9.2.2** Before actually tying up, engineer booking rest on the road will arrange to clear trains which might otherwise be unable to proceed against his train due to engineer booking rest.

**9.2.3** Where relief engineer is not furnished and the engine is tied up, the time off duty for rest will be deducted in computing time for the continuous trip.

**9.2.4** Where relief engineer is furnished, the engineer relieved will immediately on being relieved, be ordered to deadhead to destination in accordance with the instructions of the dispatcher.

**9.2.5** It is agreed that it is not the intent of Clause 9.2 to establish a minimum eleven (11) hour day, nor is it the intent that Clause 9.2 will be used in such a manner that it will cause undue inconvenience to the Railway.

**9.2.6** Engineer should book only the amount of undisturbed rest desired and callers should not disturb an engineer to call him during his rest period.

### **9.3 Working With Reduced Crew**

When an engineer is working with a reduced crew (under United Transportation Union collective agreement) he will have the right to book rest after ten (10) hours on duty subject to Clause 9.2.

## **ARTICLE 10 CALLING**

**10.1** Engineer living within reasonable distance of terminal station will be called. When telephone service is available, call may be given **by** telephone. The Crew Dispatch Office will, unless otherwise arranged with individual engineer, give engineers a two (2) hour call when practicable.

**10.2** Engineer on local passenger or mixed train which is not held for connections due to leave between 0800 and 2300 will not be called unless such train is more than one (1) hour late.

**10.3** If roundhouse is moved, engineer at the time of removal living within the calling limits will be considered as still within the limits as long as he occupies the same residence.

**10.4** Except on S.A.P. or emergency call, locomotive engineer when called will be called for a specified time in all services including deadheading.

**10.5** On a S.A.P. emergency or auxiliary call, the first available engineer will be used and no run-arounds will be involved.

## **ARTICLE 11 CALLED AND CANCELED**

**11.1** Engineer called for duty and afterwards canceled or set back will be paid a minimum of two (2) hours at the rate of the service called for. If held over two (2) hours, he will be paid on the basis of the hourly rate for the service called for. If canceled after leaving shop track or canceled after one (1) hour following time ordered for, will be paid a minimum day at the rate for the service called for.

**ARTICLE 12**  
**HELD AWAY FROM HOME TERMINAL**

- 12.1** Engineer in freight service held at other than home terminal longer than eleven (11) hours without being called for duty will be paid on the hourly basis for all time held in excess of eleven (11) hours. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.
- 12.2** Should an engineer be called for service or ordered to deadhead after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service or deadheading.
- 12.3** Payments accruing under this Article 12 shall be paid for separate and apart from pay for the subsequent service or deadheading and time paid for under Article 12 will not be considered as Time on Duty in qualifying for time and one-half in other services.
- 12.4** When rest period in excess of eight (8) hours is booked, the eleven (11) hour period before pay commences will be increased correspondingly. For example, if ten (10) hours rest is booked, pay for time held will commence after expiration of thirteen (13) hours.
- 12.5** For the purpose of applying this Article, the Railway will designate a home terminal for each engineer in pool freight and in unassigned service.
- 12.6** Except in cases of wrecks, snow blockade or washouts on subdivision to which assigned, engineer in passenger or mixed train service held at away from home terminal awaiting his train delayed beyond the advertised time of departure will be paid for all time so held if more than seven (7) hours. Seven (7) hours or less not to count. If held over seven (7) hours, payment to be made for each hour over the said seven (7) hours. Payment under this clause will cease when engineer is required to report for duty.
- 12.7** When a passenger train, scheduled to leave the away from home terminal of the engineer assigned to that train is canceled and it is not anticipated that the passenger equipment will be run later to the engineer's home terminal, the engineer will be deadheaded with the passengers to his home terminal.
- 12.8** The Railway will make every effort to return engineer to his home terminal as soon as possible.

**ARTICLE 13**  
**ANNUAL VACATION WITH PAY**

**13.1 Calendar Year**

A calendar year means a period of one (1) year commencing on January 1st.

**13.2 Computing Vacation Leave**

For the purpose only of computing annual vacation service requirements, in order for an employee to qualify for vacation entitlement in excess of two (2) weeks, Clause 13.3 will apply.

### **13.3 Vacation Year**

**Any** employee commencing service on or before June 30 of any calendar year will be considered as having commenced service as at the preceding January 1st, and any employee commencing service on July 1st or later of any calendar year will be considered as having commenced service as at the following January 1st.

### **13.4 Road Service Percentage Basis**

Applicable to engineer, not regularly assigned to yard service at commencement of annual vacation, or portion thereof, except as provided in Yard Service Vacation Clauses.

**13.4.1 An** employee who, at the beginning of the calendar year, has completed more than thirty (30) days but less than one (1) years' continuous service will be allowed one (1) calendar days vacation for each twenty-six (**26**) days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two (**2**) weeks until qualifying for further vacation under Clause 13.4.2. Compensation for such vacation will be four percent (**4%**) of the gross wages of an employee during the preceding calendar year. This clause is only applicable to employees who have entered service between July 1st and December 31st of the calendar year.

**13.4.2 An** employee who, at the beginning of the calendar year, has completed not less than one (1) years continuous service will be allowed one (1) calendar day's vacation for each seventeen (17) days worked and/or available for service or major portion of such days, during the preceding calendar year with a maximum of three (**3**) weeks. This basis applies during subsequent years until qualifying for further vacation under Clause 13.4.3. Compensation for such vacation will be six percent (**6%**) of the gross wages of an employee during the preceding calendar year.

**13.4.3 An** employee who, at the beginning of the calendar year has completed eight (**8**) years' continuous service will be allowed one (1) calendar day's vacation for each thirteen (13) days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of four (4) weeks. This basis applies during subsequent years until qualifying for further vacation under Clause

**13.4.4.** Compensation for such vacation will be eight percent (**8%**) of the gross wages of an employee during the preceding calendar year.

**13.4.4 An** employee who, at the beginning of the calendar year, has completed fifteen (15) years' continuous service will be allowed one (1) calendar day's vacation for each ten and one-half (10%) days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of five (5) weeks. This basis applies during subsequent years until qualifying for further vacation under Clause 13.4.5. Compensation for such vacation will be ten percent (10%) of the gross wages of an employee during the preceding calendar year.

**13.4.5** An employee who, at the beginning of the calendar year, has completed twenty-two (22) years' continuous service will be allowed one (1) calendar day's vacation for each eight and one-half (8%) days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of six (6) weeks. This basis applies during subsequent years until qualifying for further vacation under Clause 13.4.6. Compensation for such vacation will be twelve percent (12%) of the gross wages of an employee during the preceding calendar year.

**13.4.6** An employee who, at the beginning of the calendar year, has completed twenty-nine (29) years' continuous service will be allowed one (1) calendar day's vacation for each seven and one-seventh (7) days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of seven (7) weeks. Compensation for such vacation will be fourteen percent (14%) of the gross wages of an employee during the preceding calendar year.

**13.4.7** In computing service under Clauses 13.4.1 to 13.4.6 inclusive, time worked in any position covered by similar vacation clauses will be accumulated for the purpose of qualifying for vacation with pay.

### **13.5 Yard Service - Daily Rate Basis**

Assigned yard engineer taking holidays may elect to take either the road percentage basis of payment or the yard daily rate basis providing that compensation for vacation days due for services rendered in the preceding calendar year will not be less than four percent (4%) of the gross wages earned by the employee in that calendar year.

**13.5.1** An employee who, at the beginning of the calendar year, has less than one (1) years' continuous employee relationship, but who has had more than thirty (30) days compensated service and/or available for duty in the preceding calendar year, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) days worked and/or available for service or a major portion of such days, during the preceding calendar year, with a maximum of ten (10) working days, until qualifying for further vacation under Clause 13.5.2. This clause is only applicable to employees who have entered service between July 1st and December 31st of the calendar year.

**13.5.2** An employee who, at the beginning of the calendar year, has maintained a continuous employee relationship for not less than one (1) year shall be allowed one (1) working day's vacation with pay for each sixteen and two-thirds (16-2/3) days worked, and/or available for service, or a major portion of such days, during the preceding calendar year, with a maximum of fifteen (15) working days, until qualifying for further vacation under Clause 13.5.3.

**13.5.3** An employee who, at the beginning of the calendar year, has maintained a continuous employee relationship for at least eight (8) years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12%) days worked and/or available for service or major portion of such days during the preceding calendar year, with a maximum of twenty (20) working days, until qualifying for further vacation under Clause 13.5.4.

**13.5.4** An employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least fifteen (15) years shall be allowed one (1) working day's vacation with pay for each ten (10) days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of twenty-five (25) working days, until qualifying for further vacation under Clause 13.5.5.

**13.5.5** An employee who, at the beginning of the calendar year, has maintained a continuous employee relationship for at least twenty-two (22) years shall be allowed one (1) working day's vacation with pay for each eight and one-third (8-1/3) days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of thirty (30) working days, until qualifying for further vacation under Clause 13.5.6.

**13.5.6** An employee who, at the beginning of the calendar year, has maintained a continuous employee relationship for at least twenty-nine (29) years shall be allowed one (1) working day's vacation with pay for each seven and one-seventh (7) days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of thirty-five (35) working days.

**13.5.7** In computing service under Clauses 13.5.1 to 13.5.6 inclusive, days worked in any position covered by similar vacation clauses will be accumulated for the purpose of qualifying for vacation with pay.

### **13.6 Time Off Duty**

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

### **13.7 Level Of Compensation**

An employee will be compensated for vacation on the basis of the service to which he was assigned at the time of taking his vacation.

### **13.8 Vacation On Termination of Employment**

A yard engineer who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the date of termination of his service calculated as provided for in this Article. Vacation allowance for service rendered in the year service is terminated will be calculated on the daily rate basis of yard service or calculated on the road service basis of gross wages earned in that year, whichever is greater.

### **Questions and Answers:**

1. Q. Do the words "working days vacation with pay" appearing in Clauses 13.5.1 to 13.5.6 inclusive, mean the days on which the assignment is bulletined to work?  
A. Yes.

2. Q. What is the intent of the word “assigned” as used in Clause 13.7?

A. The classification in which the last service was performed prior to taking vacation.

### **13.9 General- Applicable To Both Road And Yard Service**

**13.9.1** The words “continuous service” in this Article mean continuous employee relationship; absence for furlough or other reasons when seniority is unimpaired will not be deducted EXCEPT that an employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two (2) years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as per this Article.

**13.9.2** In the event of the death of an employee, vacation pay to which he is entitled up to the time of his death, will be paid to the estate of the deceased.

**13.9.3** An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request, on two (2) weeks’ notice, vacation pay due him at any time during the ensuing year prior to being recalled to service.

**13.9.4** In filling vacancies created by employees on vacation with pay, as provided in this Article, the schedule rules will apply unless otherwise mutually agreed upon between the General Chairman and the Manager, Operations or his representative.

**13.9.5** Time off on account of vacation under the terms of this Article will not be considered as time off account employee’s own accord under any guarantee rules and will not be considered as breaking such guarantee.

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

**13.9.7** Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 31st of each year, such preference shall not be granted where applications have been filed after January 31st. Employees must take their vacation at the time allotted, unless otherwise mutually agreed, those who do not apply for it prior to February 1st, shall be required to take their vacation at the time prescribed by the Railway.

**13.9.8** Employees entitled to two (2) weeks’ vacation must take such vacation in a continuous period. An employee entitled to three (3), four (4), five (5), six (6) or seven (7) weeks vacation may, provided proper application is made prior to January 31st, and there is no additional expense to the Railway, take his vacation in two (2) portions, neither of which will be less than one (1) week.

**13.9.9** An employee taking his vacation in two (2) portions will only be allowed his seniority preference on the first portion. When all men on the seniority list have been granted one choice then the second portion will be granted in order of seniority.



**Questions and Answers:**

1. Q. Must an employee take any vacation with pay which may be due him prior to his retirement from the service?  
  
A. Yes.
2. Q. Where an employee is displaced at the station at which employed necessitating exercising his seniority at another station, may he be permitted to take the vacation to which entitled on the basis of time worked during the preceding year prior to exercising his seniority at another station?  
  
A. Yes.
3. Q. May an employee off duty on account of illness or injury, if he so desires, count as vacation with pay the portion of the time absent equivalent to the vacation period for which he has qualified?  
  
A. Yes, providing the time off duty on account of illness or injury is in excess of twice the vacation period. (Applicable to an employee on Workers' Compensation; not applicable to an employee receiving weekly indemnity payments under the Employees' Benefit Plan.)
4. Q. Should suspensions and time out of service account having been dismissed but reinstated within two (2) years, be deducted in computing service for vacation with pay?  
  
A. **An** employee suspended or who was dismissed but reinstated within two (2) years, was not available for service during these periods. and consequently, the time out of service should be deducted in computing service for vacation with pay purposes.

**ARTICLE 14  
GENERAL HOLIDAYS**

**14.1 Recognized General Holidays**

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

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

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

**14.2 Notice Of Requirement**

The Railway shall advise by bulletin at least seventy-two (72) hours in advance of a general holiday at each Home Terminal, or points where spareboards are maintained, the number of unassigned crews and individual assignments required at each terminal and the number of spareboard men required on each spareboard for that holiday.

### **14.3 Qualification**

In order to qualify for payment on a General Holiday an employee must:

- (1) Have rendered some compensated service during the ten (10) calendar days immediately preceding the General Holiday. This qualification (1) does not apply if an employee works on a General Holiday.
- (2) Be available for duty on the General Holiday if bulletined as being required on the holiday. This qualification (2) does not apply in the event that an employee receives approved leave of absence from the Crew Supervisor for the General Holiday.

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

### **14.4 Payment**

**14.4.1** *An* employee who qualifies in accordance with Clause 14.3 shall receive pay as follows:

- (1) Regularly assigned yard and work train engineers if not required to work on the General Holiday shall receive eight (8) hours pay at the pro rata rate and if required to work on a General Holiday shall receive in addition, pay at the time and one-half rate for all hours worked on the General Holiday.
- (2) Regularly assigned road engineers if not required to work on the General Holiday shall receive eight (8) hours pay at the pro rata rate and if required to work on a General Holiday, shall receive in addition, pay at the time and one half rate for all hours worked on the general holiday.
- (3) Spareboard and auxiliary spareboard engineers, if not required to work on the General Holiday shall receive either eight (8) hours pro rata pay at the yard rate or ten (10) hours pro rata pay at the road rate depending upon which class of service was performed on the last tour of duty prior to the General Holiday. If required to work on a General Holiday, Spareboard or Auxiliary Spareboard engineers shall be paid under Clause 14.4.1(1) if worked in yard or work train service or under Clause 14.4.1(2) if worked in Road Service.

**14.4.2** *A* spareboard engineer who is bulletined as required on the General Holiday and not used shall receive, in addition to the pay provided in Clause 14.4.1(3), eight (8) hours at the straight time rate of the last service performed prior to the General Holiday.

**14.4.3** Shifts or tours of duty commencing between 0001 and 2359, both times inclusive, on the General Holiday shall be considered as “work” on the General Holiday.

**14.4.4** A qualified employee whose vacation period coincides with any of the General Holidays specified in Clause 14. 1 shall receive an extra day’s vacation and be paid the amount specified in his classification in Clause 14.4.

**14.4.5** Holiday payment made under this Article to locomotive engineers in services which the eighty (80) hour guarantee applies shall be in addition to the guarantee paid for the pay period i.e., except spareboard engineers, yard engineers, auxiliary spareboard engineers and work train engineers.

**14.4.6** The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a General Holiday provision in any other agreement.

**14.4.7** When an engineer is not used to avoid penalty payment under Article 29 and has still not accumulated one hundred (100) hours in a checking period he may book off as though he had accumulated one hundred (100) hours and be eligible for General Holidays falling during off period.

**14.4.8** **An** engineer who books off after accumulating one hundred (100) S.T. hours in a checking period will still be eligible for General Holiday pay regardless of other qualification requirements.

## **14.5 Banking General Holidays**

**14.5.1** Employees who qualify for payment of a General Holiday and are required to work on a General Holiday may elect to bank the day(s) and the payment(s) for the General Holiday.

**14.5.2** Employees who qualify for payment of a General Holiday and who are not required to work on a General Holiday may elect to bank the payment(s) and will be allowed an additional day(s) off.

**14.5.3** Employees wishing to avail themselves of the banking privileges outlined in Clauses 14.5.1 and 14.5.2 must provide written notice to the Crew Supervisor between December 1 and December 15 each year. Such notice to cover the period January 1 to the following December 31.

**14.5.4** Banked General Holidays may be taken between the following dates, subject to sufficient men being available for relief:

- September 15 to December 15
- January 4 to April 30

**14.5.5** When an employee elects to take his banked’ General Holidays the total days in the “bank” will be taken consecutively.

**14.5.6** Banked General Holidays must be taken no later than April 30 following the year banked. For the purpose of this clause the “year” referred to shall be a calendar year.

## **ARTICLE 15 BANKING TIME**

**15.1** Engineers at their option may bank the equivalent money value of all hours earned in excess of eighty (80), eighty-five (85), ninety (90) or ninety-five (95) in a checking period on a voluntary basis. Hours banked as a result of the General Holiday provisions of the collective agreement are excluded from this arrangement.

**15.2** Banked time off will be calculated as follows:

(1) The total money value banked in accordance with Clause 15.1 shall be divided by the rate of pay in effect at the time of taking banked time. The result will be divided by eight (8) to determine the number of banked days. Ten (10) such banked days must be accumulated before an employee may take banked time off. Arrangements may be made between the Crew Supervisor and the Local Chairman to take less than ten (10) banked days.

(2) Banked time will commence on the first day of the checking period or on the first day thereafter when the engineer returns to the terminal. It will continue until 2359 of the fourteenth day of the checking period unless the engineer’s regular tour of duty commences on the fourteenth day and returns on the first day of the following checking period in which case he may book O.K. for the trip.

**15.3** Engineers wishing to avail themselves of the banking privileges (outlined in Clause 15.1) must provide written notice to the Crew Supervisor between December 1 and December 14 each year. Such notice to cover the period January 1 to the following December 31.

**15.4** Banked time off may be taken between the following dates, subject to sufficient engineers being available for relief:

- September 15 to December 15
- January 4 to April 30

**15.5** Banked time off must be taken no later than April 30 following the year banked. For the purpose of this Clause, the “year” referred to shall be a calendar year.

**15.6** Banked time off will be considered as compensated service.

**15.7** Banked time off will only be taken when sufficient engineers are available to take care of crew requirements and written applications for banked time must be made to the Crew Supervisor at least ten (10) days in advance.

**15.8** The operation of this Article will not subject the Railway to increased costs as a result thereof.

15.9 Unless otherwise mutually agreed, this Article may be canceled upon the expiration of thirty (30) days notice to the other party.

## **ARTICLE 16 TRAVEL INSURANCE**

16.1 The Railway will provide travel insurance in the amount of two hundred thousand dollars (\$200,000.00) payable to the estate of an engineer in the event of a fatal mishap for an engineer ordered by the Railway to deadhead by any mode of public transportation.

## **ARTICLE 17 SENIORITY AND PROBATIONARY PERIOD**

### **17.1 Seniority**

17.1.1 Helpers shall rank on the helpers' seniority list from the date of their first service as helper.

17.1.2 Seniority of trainee engineer will be determined as prescribed by Clause 30.1.1.

17.1.3 The seniority date of the hired engineer shall be the date of the first service as engineer.

17.1.4 A list of engineers in seniority order will be posted on the first of January and the first of July in each year.

17.1.5 Seniority list and schedule of engineers in force shall extend over and be effective on all branches owned or leased and operated by BC Rail.

17.1.6 Engineers assigned by the Railway to contractor's service will retain their seniority.

17.1.7 In the event of BC Rail being absorbed by any other railway or sold or leased to another Railway or private interests, the seniority rights established by the engineers on BC Rail will not be disturbed.

17.1.8 Enginemen accepting promotion in official capacity on BC Rail or with the National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110 will retain seniority on the enginemen's seniority list provided they pay union dues.

17.1.9 Enginemen accepting seniority on any other seniority list with this Railroad will not be permitted on the enginemen's seniority list, without the consent of the National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110 General Committee of Adjustment.

### **17.2 Probationary Period**

**17.2.1** A hired engineer shall not be regarded as permanent until after sixty-five (65) tours of duty, following completion of student trips and if retained shall then rank on the seniority roster from the date and time he commenced his first pay trip. In the meantime, unless removed for cause, which, in the opinion of the Railway renders him undesirable for its service, the employee shall be regarded as coming within the terms of this Agreement.

**17.2.2** Where a hired engineer is found to be undesirable under the probationary clause of the Collective Agreement, the hired engineer involved will, if he so desires, be interviewed so that he may fully understand the reason for termination. The General Chairman will be apprised of the facts leading to the decision if the employee so desires.

**ARTICLE 18  
TIME LIMIT ON CLAIMS**

- 18.1** Where there is a question regarding time to be paid for, any portion not in dispute will be allowed, and employee advised within thirty (30) calendar days from date of receipt of ticket regarding portion which is not allowed together with reason why not allowed, otherwise such claim will be paid. In cases where all time claimed on any time return is disallowed such return will, within thirty (30) calendar days of receipt by the Railway, be returned to employee through proper Officer of the Railway, otherwise such claim will be paid.
- 18.2** Claim for compensation not allowed will be progressed in accordance with the terms of the Grievance Procedure, Article 21.

**ARTICLE 19  
DISCIPLINE**

**19.1 Discipline And Hearings**

**19.1.1** *An* engineer will not be disciplined or dismissed without his having had a fair and impartial hearing and his responsibility established.

**19.1.2** A hearing shall be held and the engineer advised in writing of the decision within fifteen (15) days from the time the report is rendered, except as otherwise mutually agreed.

**19.1.3** At the hearing the engineer may have a fellow employee appear with him.

**19.1.4** If the fellow employee is an accredited representative of the National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110, he will be accorded the privilege of requesting the presiding officer to ask, for the record, questions which have a bearing on the responsibility of the engineer.

**19.1.5** The engineer shall have the right to be present during the examination of any witness whose evidence may have a bearing on the engineer's responsibility, or to be accorded the right to read the evidence of such witness and offer rebuttal thereto.

**19.1.6** An engineer will be given a carbon copy of his evidence and provided with copies of material introduced in evidence at the hearing which may have a bearing upon his responsibility.

## **19.2 Appeals**

If the engineer should desire to make an appeal from the decision rendered, it must be made within thirty (30) days from his receipt of the decision.

## **19.3 Reimbursement For Lost Time**

**An** engineer is not to be held off unnecessarily. Layover time will be used as far as practicable. **An** engineer who is found blameless or an engineer who is called by the Railway as a witness will be compensated to the extent of wages he would have earned except for his absence as a result of being held off to attend hearing.

## **19.4 Termination Of Employment**

When an engineer is discharged or resigns, he shall within five (5) days be paid, and as soon as possible on request, be given certificate of service.

## **19.5 Rest**

An engineer who has completed a tour of duty will not be required to attend a hearing until he has had eight (8) hours' rest if requested.

## **19.6 Fines**

No engineer will be fined by the Railway.

## **19.7 Advice To Employee**

When Canada Post is used, postmark will determine date of advice to employee.

## **19.8 Written Reprimands and/or Warning Letters**

**An** employee will receive a copy of any written reprimand or warning letter placed on his/her file. Written reprimands and/or warning letters will be removed from employees' personal files after a period of two (2) years from date of issue.



### **19.9 Refusal To Cross Legal Picket Lines**

An engineer will not be disciplined for refusal to cross a legal picket line but will not receive pay if he refuses to cross a legal picket line.

## **ARTICLE 20 ADMINISTRATION OF AGREEMENT**

**20.1** Nothing in this Agreement prevents the addition, deletion or revision of any provision thereof during the term of the agreement and the representatives of the Railway and of the employees shall meet at the request of either for that purpose. If mutual agreement cannot be reached on any addition, deletion or revision of any particular provision, consideration of the proposed change in the provision shall be deferred for the term of the Collective Agreement.

**20.2** Any question of interpretation of this Agreement which may arise may be taken up by the General Chairman or Acting General Chairman, with the Manager, Operations and Maintenance, or his representative, and if not satisfactorily adjusted may be progressed further as provided for in the Grievance Procedure, Article 21.

**20.3** In this agreement, unless the context otherwise requires, "Grievance" means:

(1) Any dispute or difference between the Railway and the Union concerning the dismissal or discipline of an employee bound by the Agreement, and

(2) Any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable.

**20.4** "Party" means a party to the Agreement.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

### **21.1 Steps In The Grievance Procedure**

A grievance concerning the interpretation or the alleged violation of this Agreement, or an appeal on behalf of an employee who believes that he has been unjustly disciplined or discharged shall be processed in the following manner:

**Step 1:**

Within thirty (30) calendar days from the date of cause of grievance, the Terminal Representative concerned may present the grievance in writing, to the Manager, Operations, who will give a decision in writing as soon as possible but in any case, within thirty (30) calendar days of receipt of grievance.

**Step 2:**

Within thirty (30) calendar days of receiving the decision under Step 1, the General Chairman may appeal the decision in writing to the Vice-president, Rail Operations

or his representative, who will give a decision in writing as soon as possible but in any case within thirty (30) calendar days of receipt of grievance.

## **21.2 Time Limits**

**21.2.1** Any grievance not progressed within the prescribed time limits, shall be considered settled on the basis of the last decision and shall not be subject to further appeal.

**21.2.2** Where a decision is not rendered by the appropriate Officer of the Railway within the prescribed time limit, the grievance may be progressed to the next step in the Grievance Procedure.

**21.2.3** When the grievance involves a claim for wages, and a decision by the appropriate Officer of the Railway is not rendered within thirty (30) days from date of appeal, the claim will be considered to have been settled on the basis of its submission.

**21.2.4** The settlement of a grievance shall not, under any circumstances, involve retroactive pay beyond a period of ninety (90) calendar days prior to the date such grievance was submitted at Step 1 of the grievance procedure.

**21.2.5** A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal on behalf of an employee that he has been unjustly disciplined or discharged, and which is not settled at Step 2 of the grievance procedure, may be referred by either party for final and binding settlement as provided in Article 22, "Final Settlement Of Disputes Without Stoppage Of Work".

**21.2.6** A request for arbitration must be made within sixty (60) calendar days following the decision rendered by the Vice-president, Rail Operations, or his representative, by filing notice thereof according to Clause 22.1.1.

**21.2.7** The time limits specified in this Article will be extended for thirty (30) days at the request of either party, or for such period as may be mutually agreed upon.

## **ARTICLE 22**

### **FINAL SETTLEMENT OF DISPUTES WITHOUT STOPPAGE OF WORK**

**22.1** If any grievance arises under this Agreement, it shall be finally and conclusively settled as follows:

**22.1.1** The grievance shall be set out in writing by the party wishing to resort to this procedure, and delivered to the other party. The parties shall confer forthwith, and if Agreement is reached then decision shall be final.

**22.1.2** Should the grievance remain unsettled for a period of seven (7) calendar days from the date of its written submission by one party to the other, or for such longer time as the parties may agree to, then it shall be referred to the an arbitrator agreed upon by the parties for final settlement without stoppage of work as prescribed by the Labour Relations Code of British Columbia.

**22.1.3** Should the parties be unable to reach agreement on the selection of the arbitrator, the selection shall be made in accordance with the applicable provisions of the British Columbia Labour Relations Code.

## **ARTICLE 23 MATERIAL CHANGES IN WORKING CONDITIONS**

### **23.1 Negotiations On Material Changes**

**23.1.1** The Railway will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of Clause 23.1.

**23.1.2** The Railway will negotiate with the Union measures other than the benefits covered by Clauses 23.2, 23.3, 23.4, 23.5 and 23.6 to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.

**23.1.3** While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause 23.1.2 may include the following:

- 1) Appropriate timing
- 2) Appropriate phasing
- 3) Hours on duty
- 4) Work distribution
- 5) Adequate accommodation**
- 6) Bulletining
- 7) Seniority arrangements
- 8) Learning the road
- 9) Eating enroute**
- 10) Work enroute
- 11) Layoff benefits
- 12) Severance pay
- 13) 13) Maintenance of basic rates
- 14) Deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any Agreement negotiated in respect of a material change in working conditions.

**23.1.4** The negotiations referred to in Clause 23.1.2 shall be conducted between the Vice-president, Rail Operations (or his delegate) and the General Chairman and shall commence within twenty (20) days of the date of the notice specified in Clause 23.1.1. If the negotiations do not result in mutual agreement within thirty (30) calendar days of their commencement, a Joint Statement Of Issue, or Issues, remaining in dispute may be referred within seven (7) days by either party to a single Arbitrator agreed upon by the parties. Should the parties be unable to reach

agreement on the selection of the arbitrator, the selection shall be made in accordance with the applicable provisions of the British Columbia Labour Relations Code.

**23.1.5** In the event that the parties do not agree upon a Joint Statement Of Issue, or Issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined in Clause 23.1.4 for the Joint Statement and the other party will be provided with a copy thereof.

**23.1.6** The Arbitrator shall hear the dispute within thirty (30) days from date of the request for arbitration and shall render his decision together with reasons therefor in writing within fifteen (15) days of the completion of the hearing.

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

**23.1.8** Time limits specified in Clause 23.1.4 may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

**23.1.9** The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

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

**23.1.11** The appointment of the Arbitrator referred to in Clause 23.1.5 may be revoked at any time by either party upon sixty (60) days written notice to the other and replaced by mutual agreement between the parties.

**23.1.12** In the event either party serves notice as provided in Clause 23.1.11, or the permanent Arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent Arbitrator, the parties will, within twenty-seven (27) days of cessation of negotiations at the regional level, agree upon an Arbitrator to hear such dispute. **If** the parties cannot agree on the selection of an Arbitrator either party may immediately request the Minister of Labour to appoint an Arbitrator to hear such dispute. Such ad hoc Arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clauses 23.1.5 and 23.1.9.

**23.1.13** Notwithstanding the provisions of Clause 23.1.1, changes involving the relocation of employees shall not be made earlier than fifteen (15) days following the decision of the Arbitrator.

**23.1.14** This Article does not apply in respect of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in

business activity, fluctuations in traffic, traditional re-assignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

**23.1.15** A dispute concerning the applicability of this Article to a change in working conditions will be processed as a grievance by the General Chairman direct to the Vice-president, Rail Operations and must be presented within sixty (60) days from the date of the cause of the grievance.

## **23.2 Relocation Expenses**

The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

## **23.3 Eligibility**

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled:

An employee:

- (1) Must have thirty-six (36) months cumulative compensated service. To establish one month of cumulative compensated service, an employee must, for the purpose of this Article, in that month have worked and/or been available for service on:  
thirty (30) days - (Road Engineers)  
twenty-one (21) days - (Yard Engineers)  
or major portion thereof.
- (2) Must occupy unfurnished living accommodation to be eligible for benefits under Clauses 23.4.2, 23.4.6 and 23.4.7.
- (3) Must establish that it is impractical for him to commute daily to new locations.

## **23.4 Relocation Benefits**

**23.4.1** Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to one (1) month's storage; the mode of transportation to be determined by the Railway.

**23.4.2** An allowance of up to Five Hundred Dollars (\$500.00) for incidental expenses actually incurred as a result of relocation.

**23.4.3** Reasonable transportation expenses from his former location to his new location, by rail or, if authorized, by bus or employee-owned automobile, and up to one hundred and twenty dollars (\$120.00) for a single employee, up to two hundred and forty dollars (\$240.00) for an employee and spouse or dependent, and up to three hundred and sixty dollars (\$360.00) for an employee, his spouse and dependent or dependents, for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.

**23.4.4** Employees who are authorized to use private automobile in Railway service will be compensated in accordance with current Railway policy.

**23.4.5** **Up** to three (3) working days to relocate, and shall receive eighty dollars (\$80.00) for each day, with a maximum of two hundred and forty dollars (\$240.00).

**23.4.6**

(1) Reimbursement for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Railway is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Clause 23.6 plus any real estate agent and legal fees, and the amount established as the selling price in the Deed of Sale.

(2) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Clause 23.6.

(3) **An** eligible employee who desires to sell his house and receive any benefit to which he may be entitled under Clause 23.4.6 must advise the Railway's Officer concerned accordingly within twelve (12) months of the date the initial change takes place. No employee shall be entitled to any claim under Clause 23.4.6 if the house is not listed for sale within sixty (60) days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Clause 23.4.6 must be made within twelve (12) months of the final determination of value.

**23.4.7** If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of eighty dollars (\$80.00) which will be payable so long as he remains at his new location for a maximum of twelve (12) months from date of transfer to his new location. An employee claiming under this clause may elect within such twelve (12) month period to move his household effects, in which case the amount paid out under this Clause shall be deducted from the relocation expenses allowable.

**23.4.8** Alternatively to Clause 23.4.6, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three (3) months' rent, where the relocating employee was renting a dwelling which he occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three (3) months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Railway's approval to pay in excess of three (3) months' rent.

## **23.5 Early Retirement Allowance**

**23.5.1** **An** employee whose position is abolished by a change made under the provisions of Clause 23.1.1 and who is (a) sixty (60) years of age or over, and (b) eligible for early retirement under the rules of the Railway's Pension Plan, will, if he elects early retirement, be entitled to receive:

(1) an allowance of thirty-eight dollars and ten cents (\$38.10) per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the normal retirement age of sixty-five (65) years is reached; or,

(2) a lump sum equivalent to seventy percent (**70%**) of the total value of monthly allowances he could have received under this provision.

**23.5.2** An employee who elects benefits under Clause 23.5 will not be entitled to any other benefits provided for by this Article. Early retirement allowance will cease should the employee die before age sixty-five (65).

**23.5.3** The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

### **23.6 Appraisal Procedure**

When an affected employee desires to sell his home under the provisions of Clause 23.4.6 of which Clause 23.6 forms part, the following procedure will apply:

(1) In advising the Railway Officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.

(2) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

(3) Within fifteen (15) working days from date of receipt of employee's advice of his desire to make a claim, the Railway Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Clause 23.4.6 (1).

(4) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven (7) days from date of advice to employee concerned as referred to in Clause 23.6(3).

(5) If such joint conference does not resolve the matter then within five (5) days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.

(6) The employee and Railway Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause 23.6(5). If they are unable to

agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(7) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of Clause 23.6, nor with such appraiser's employee, fellow employee or partner.

(8) The fees and expenses of any appraiser appointed in accordance with Clause 23.6 (5) or (6) shall be paid by the employee and the Railway on a 50/50 basis.



**(TO BE COMPLETED BY ENGINEER)**  
**Particulars Of House to be Sold**

Name of Owner\_\_\_\_\_

Address\_\_\_\_\_

No.	Street	City-Town
-----	--------	-----------

Type of House, i.e. Cottage\_\_\_\_\_

Bungalow, Split Level\_\_\_\_\_

Year Built: \_\_\_\_\_

No. of Rooms: \_\_\_\_\_ Bathrooms: \_\_\_\_\_

Type of Construction (i.e., brick veneer, stucco, clapboard)

\_\_\_\_\_

Finished basement: Yes- No\_\_\_\_\_

Type of heating (i.e., oil, coal, gas, electricity)

\_\_\_\_\_

Garage: Yes \_\_\_\_\_ No \_\_\_\_\_

Size of Lot:\_\_\_\_\_

Fair Market Value: \$\_\_\_\_\_

Other comments:\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

**ARTICLE 24**  
**ENGINE SUPPLIES AND CONDITIONS**

- 24.1 Locomotives will be supplied with fuel, sand and water by engine house staff at terminals. All supplies will be placed on locomotives at points where roundhouse or shop staff is maintained.
- 24.2 Locomotive cab will be made comfortable, cab windows and the interior of cab will be kept clean by the shop staff.
- 24.3 Locomotives arriving covered with snow and ice will be cleaned off by shop staff when required.
- 24.4 Engineers will not be required to place on or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers or other lamps, at points where roundhouse force or engine watchman is employed.
- 24.5 Individual tool boxes will be taken off and put on engines by engine house staff. Flag equipment, tools (other than individual tool boxes,) to be attended to by engine house staff. Engine house staff will be responsible for equipping engines with tools. Engines will be furnished with spring seats, arm rests and boxes suitable for storing clothing. Engine cabs will be winterized.
- 24.6 Engines will be supplied with insulated water pails and engineers will be allowed to get ice from the Railway's ice houses for same.
- 24.7 Diesel engines to be equipped with hot plate in proper working order.
- 24.8 New locomotives and those rebuilt by the manufacturers will be equipped with toilet facilities and water coolers.
- 24.9 Supplies and O.C.S. material will not be transported in occupied engine cabs.

**ARTICLE 25**  
**HANDLING MEN**

- 25.1 Pooled engineers will run first in, first out, except as otherwise provided.
- 25.2 Engineers on spare board will run first in, first out, except as otherwise provided.
- 25.3 Pool or spare board engineer if run around avoidably will be entitled to eight (8) hours pay at the rate of the service he would have performed if called in his proper turn and will stand first out.
- 25.4 An engineer assigned to a run or an engineer in a pool of engineers not working first in, first out, and available and ready for duty and not called for his assigned run or turn in the pool through Railway error, will be paid actual amount earned by the engineer called for the run. This Clause does not apply when pool engineers are working first in, first out.

**25.5** Engineer will not be run off subdivision to which he is assigned except in traffic emergency and then only for one trip.

**25.6** Engineer will not be held away from home terminal to make more than one round trip in turn-around service, or for more than one full day in short run work.

**25.7** Engineer will not be entitled to compensation if run around in order to meet the requirements of Clause 25.6.

## **25.8 Rest Houses**

**25.8.1** Rest houses will be provided by the Railway at away-from-home terminals for enginemen. Rest houses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Provisions will be made for water softening and air conditioning. Single occupancy bedrooms, with a floor area of eighty (80) square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, window blinds, will be provided in addition to existing rest houses and in new rest houses. Beds will be of standard single size with spring filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator. Rest houses will be maintained in a clean and sanitary manner by personnel other than enginemen. Enginemen will cooperate in keeping rest houses in a clean and orderly condition. Enginemen using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable, rest houses will be located in a quiet area convenient to the point where enginemen usually report on and off duty.

**25.8.2** The use of rest houses will not be restricted to enginemen.

**25.8.3** The Railway may elect to provide suitable sleeping accommodation in a hotel or motel located convenient to the point where enginemen regularly go on and off duty. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.

**25.9** Engineer assigned to regular run will not be considered on duty from time relieved at engine house until again required for his regular run.

## **25.10 Transportation While On Leave**

Engineer working at point where there is no accommodation for his family will be allowed transportation to go home when on leave.

## **25.11 Lay Off And Recall**

**25.11.1** When engineers are laid off on account of reduction in service, they will retain all seniority rights, provided they return to actual service within fifteen (15) days from the date their services are required.

**25.11.2** An engineer who is laid off on account of reduction in service and who desires to return to the service when work is available for him, must keep the proper Officer of the Railway advised of his address so that he may be readily located.

### **25.12 Transportation From Squamish Shop**

When engineer is required to report for duty or is released from duty at Squamish Shop, transportation will be provided between Squamish and Squamish Shop.

**25.13** Where practicable, lights will be placed at oil supply pipes at terminals.

### **25.14 Household Effects - Movement Of**

**25.14.1** Employee moving from one terminal to another after receiving a position by bulletin will have his household effects transported free on authority of the Railway, which must be obtained in advance of shipment.

**25.14.2** Where the movement of household goods involves a house trailer, a system flat car with maximum length of fifty-two (52) feet will be provided in lieu of a box car and will be transported free of charge. When necessary to obtain foreign equipment, total per diem costs to be borne by the employee except that when foreign equipment is used at Railway convenience, per diem charge will be borne by the Railway. Blocking, loading and unloading arrangements and charges to be the responsibility of the employee.

### **25.15 Visual Acuity And Physical Test**

**25.15.1** An engineer who has been taken out of service by a Railway Officer on the recommendation of the Railway Medical Officer account of physical disability or imperfection of sight or hearing will, within a reasonable time limit, have an opportunity for re-examination before a specialist who is satisfactory to both parties. Should the specialist find the engineer's physical health, sight or hearing to be within the requirements of the Railway, he will be reinstated and paid for time lost from the date the written report of the specialist is received by the Railway until the date notification is sent out by the Railway to the engineer to report for duty.

**25.15.2** When Canada Post is used, postmark will determine date of advice to the Railway and date of advice to the engineer.

### **25.16 Hearing Tests**

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

## **ARTICLE 26 AUXILIARY SPARE BOARD AND SPARE BOARD**

## **26.1 Scope Auxiliary Spare Board**

**26.1.1** Effective May 5th, 1968, all helpers' assignments are discontinued and helpers affected will work as engineers.

**26.1.2** Except as provided in Clause 26.1.4, the minimum total number of auxiliary spare board positions at any time will be equal to the number of helpers with seniority date prior to December 1st, 1957, who cannot hold assignments as engineers, including spare board assignments.

**26.1.3** Except as provided in Clause 26.1.4, the Railway will maintain at all times as many jobs for engineers as there are engineers with helping rights. The number of auxiliary spare board jobs will be increased or decreased as necessary to maintain the required number of jobs. Changes in this number can only come about by deaths, retirements, resignations or changes in number of Supervisors.

**26.1.4** The Railway will maintain one auxiliary spare board position for each regular assigned job worked by an engineer including spare board assignments but not beyond that required by the provisions of Clause 26.1.2.

## **26.2 Locations Of Auxiliary Boards**

As engineers are available, auxiliary spare boards will be established as required at North Vancouver, Lillooet, Williams Lake, Prince George, Chetwynd, Fort St. John, Fort Nelson and at such other points as may be agreed upon.

## **26.3 Spareboards**

Spare boards will be maintained and spare board engineer's work regulated to forty (40)-fifty (**50**) hours per week. When additional men are required, they will be filled by senior men requesting the position. If the position is not filled, the junior man on the auxiliary board will be placed on the spare board. Spareboard or auxiliary spareboard employees worked more than ten straight time, eight hour shifts in yard service in a checking period shall be paid one and one half times the basic straight time rate for such excess work, subject to Article 29.3.

## **26.4 Application**

Engineers on auxiliary spare board will run first in, first out, except as otherwise provided.

## **26.5 Guarantee**

An engineer assigned to an auxiliary spare board and available for duty will be guaranteed the equivalent of 4.567 hours at the Road Engineer's rate of pay for the number of days assigned thereto.

### **Example 1**

4.567 hours at the \$31.41 per hour (the Road Engineer's rate of pay) is equivalent to \$143.45.

Checking period March 7th to March 20th, 2002.

An engineer assigned to an auxiliary spare board and available for duty:

0800 March 7th to 1600 March 17th, 2002 - eleven (11) days plus eight (8) hours.

(Less than twelve (12) hours not to count: more than twelve (12) hours to count as one (1) day.)

Guarantee: (11 x 143.45)1577.95

Earned: ..... 458.88

Checking Period:..... 1119.07

An engineer assigned to an auxiliary spare board laying off of his own account will be penalized to the extent of the per day guarantee rate for each twenty-four (24) hour period or less that he is off duty.

### **Example 2**

Checking period March 7th to March 20th, 2002.

An engineer assigned to an auxiliary spare board and laying off of his own account:

Off duty 0800 March 7th O.K. for duty 1400 March 7th - six (6) hours.

Penalized one (1) day one hundred forty three dollars and forty five cents (\$143.45) from his guarantee.

Off duty 0800 July 27th O.K. for duty 1400 July 28th - One (1) day plus six (6) hours. Penalized two (2) days - two hundred and eighty six dollars and ninety cents (\$286.90) from his guarantee.

### **26.6 Penalties**

An engineer assigned to an auxiliary spare board missing a call will be penalized to the extent of having the daily guarantee amount per Article 26.5 deducted from the guarantee he would have otherwise claimed for the checking period. Except an engineer who misses a call but has checked with the crew dispatcher within two (2) hours prior to the call will not be penalized.

An engineer subject to three or more reductions in the amount of guarantee payable to him / her will not be entitled to any guarantee for that checking period. It is understood that an engineer cannot be penalized more than one day of guarantee for missing a call(s) in each 24 hour period.

### **26.7 Rest**

Engineer will be permitted fourteen (14) hours rest after completing a tour of duty without penalty.

### **26.8 Additional Positions**

**26.8.1** Auxiliary spare board positions in excess of the minimum required by this understanding may be established by the Railway to take care of hired engineers.

**26.8.2** Regular engineers and hired engineers may bid any position including auxiliary spare board.

**26.8.3** At certain agreed upon points engineer bidding a position may not be displaced for a period of one (1) year except by a man his senior who cannot hold a position as engineer anywhere on system.

## **26.9 Learning The Road**

While a hired engineer will not be paid any time learning road or signals, he may, while a member of an auxiliary spare board and with authority from the Crew Supervisor, absent himself from the auxiliary spare board for the purpose of learning the road on the subdivision for which the auxiliary spare board provides relief without forfeiting the auxiliary spare board guarantee.

## **ARTICLE 27 BOOKING OFF, LEAVE OF ABSENCE AND BEREAVEMENT LEAVE**

### **27.1 Booking Off**

**An** engineer being physically unfit for duty will report same to Crew Office so that he may not be called. When he reports for duty he will go out on his assigned run or in his turn.

### **27.2 Leave Of Absence - Union Representatives**

Employees who are certified representatives of the National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110 will be granted free transportation in accordance with the standard regulations of the Railway and leave of absence when required for Committee work where the necessities of the service will allow. Notice must be given to the proper Officer of the Railway in sufficient time to arrange relief.

### **27.3 Leave Of Absence General**

**27.3.1** Employees, at the discretion of the Railway, will be granted leave of absence, not to exceed three (3) months; permission to be obtained in writing. Such leave may be extended by application in writing to the proper Officer of the Railway in ample time to receive permission or return to duty at the expiration of leave of absence, or proof furnished as to bona fide sickness preventing such return.

**27.3.2** Leave of absence under this Article shall not be granted for the purpose of engaging in work outside of the Railway's service, except in cases involving sickness or other exceptional circumstances when approved by the Manager, Operations and Maintenance or his representative and the General Chairman.

**27.3.3** An employee on authorized leave of absence shall be continued on the seniority list.

**27.3.4** An employee who has been five (5) years in the Railway's service may be granted leave of absence for one (1) year and retain his seniority rights.

#### **27.4 Bereavement Leave**

**27.4.1** An employee shall, after having completed six (6) months cumulative compensated service, be entitled to a leave of absence with pay up to a maximum of three (3) calendar days upon the death of member of his immediate family. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons and daughters (includes adopted), sisters, brothers, mother-in-law, father-in-law, common law spouse, common law children, grandchildren, common law family to apply to above, son-in-law, daughter-in-law, grandparents, step-parents and step-children. Notwithstanding the above, in the event of the death of an employee's spouse and/or dependent children the employee will be entitled to five (5) days bereavement leave without loss of pay effective January 1, 1994. Effective January 1, 1995 this entitlement for spousal and dependent children bereavement leave will increase to seven (7) days.

**27.4.2** The Railway may grant up to two (2) days additional leave without loss of pay for travel relating to attendance at the funeral of a member of the employee's immediate family if the funeral is held out of the Province.

### **ARTICLE 28 UNION DUES**

**28.1** The Railway shall deduct on the payroll from the pay period which contains the 24th day of the 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 National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110 subject to the conditions and exceptions set forth hereunder:

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

(2) Employees filling positions of a supervisory or confidential nature not subject to all the rules of this agreement as may be mutually agreed between the Railway and the Union shall be excepted from dues deduction.

(3) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or re-instatement fees uniformly required of all other applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour, religion or sex.



(4) Union dues deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

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

(6) Employees filling positions coming within the scope of more than one (1) 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 (1) deduction of dues shall be made from an employee in any month.

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

(8) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.

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

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

(11) In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to the first paragraph of this Article, all parties shall co-operate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

## **28.2 Union Dues Receipts**

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

## **ARTICLE 29 OVERTIME**

### **29.1 Road Service**

The basis of pay will be on a single hourly rate with time and one-half after one hundred (100) hours per checking period for time on duty in all road services, passengers, freight. Actual time on duty, on road only, applies toward the accumulation except, an engineer who is not assigned to yard or work train service, such as an engineer in pool service or on the auxiliary board or spare board, who is required to work one or more shifts in yard or work train service, straight time hours in yard or work train service at eight (8) hours per shift shall be applied to the accumulation of one hundred (100) straight time hours to qualify him for time and one-half overtime rate for service performed.

**Note:** The assigning and implementation of individual “checking periods” will be arranged between the Railway and the Union and made effective.

### **29.2 Yard Service**

As provided for in Article 4 - Yard Rules.

**29.3** Nothing in this Agreement shall obligate the Railway to work an engineer at overtime rate when there is an engineer who could work at pro rata rate.

## **ARTICLE 30 TRAINING LOCOMOTIVE ENGINEERS AND TRAINING ALLOWANCE**

### **30.1 Training**

The following conditions will apply with respect to the training of employees who are selected as candidates for training as locomotive engineers:

**30.1.1** An employee accepted as a candidate for training will have no seniority standing as locomotive engineer during the training period. When the trainee is qualified to work as locomotive engineer, his commencement date for seniority purposes will be the day upon which he entered the training program.

**30.1.2** During the training period the engineer-trainee will be provided with temporary permits issued by the Ministry of Transportation and Highways covering a period of not less than six (6) months. At the end of the six (6) month period the trainee, if qualified, will be given a permanent certificate of competency if he remains' as an engineman.

**30.1.3** If the trainee is disqualified, or if he elects to discontinue training, any temporary certificate will be canceled.

**30.1.4** During the six (6) month period. if the engineer-trainee can be qualified for Mountain territory and elects to permanently transfer to the Seniority List of the National Automobile, Aerospace, Transportation and General Workers Union (CAW – Canada), Local 110, he may be granted a permanent Certificate of Competency. Upon such election, the engineer-trainee will permanently forfeit seniority status in any other craft. The foregoing will not diminish the meaning of Clause 30.1.1.

**30.1.5** When an engineer-trainee is in possession of a temporary operating certificate issued by the Ministry of Transportation and Highways he will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer designated as an Instructor.

**30.1.6** During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his skill and competence.

**30.1.7** When during such tours the employee in training assumes control of the locomotive and/or train the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling, skidded wheels, or damaged draw-bars: he will, however, continue to be held responsible for the observation of operating rules, time-table special instructions and related regulations.

**30.1.8** The locomotive engineer will be required to complete progress reports on the employee it, training as may be directed by the Railway. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

### **30.2 Allowance For Training**

A locomotive engineer will be paid in addition to his other earnings for a tour of duty, an allowance equivalent to 20% of his hourly base rate of pay for each hour paid during such tour of duty. to perform the service outlined in this Article.

### **30.3 Allowance For Familiarization**

When an engineer is getting familiarized by another engineer on a subdivision or branch he has not previously worked, the engineer instructing him will be subject to the terms and conditions of Clause 30.1 and will be paid in addition to his other earnings for a tour of duty, three dollars (\$3.00) for each hour with a minimum of twenty dollars (\$20.00) for each tour of duty in which he is required, during such tour of duty, to perform the service outlined in this Article.

### **30.4 Learning the Road**

Locomotive engineers will be paid actual time worked at road rates while learning the road.

**ARTICLE 31  
FORT NELSON ALLOWANCE**

**31.1** Enginemen assigned at Fort Nelson Terminal will be paid an additional twenty-five cents (\$0.25) per hour for all on duty hours. Overtime shall not be calculated on this allowance, nor shall this allowance be paid for paid absence from duty such as Annual Vacation, General Holidays. etc.

**ARTICLE 32  
SAFETY CLOTHING AND FOOTWEAR  
ALLOWANCE**

**32.1** Employees who perform compensated service in March of any year shall be allowed one hundred and fifty dollars (\$150.00) in lieu of safety clothing and footwear. The allowance shall be paid in the first pay period of April each year. A separate cheque will be issued for this amount.

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

**ARTICLE 33  
LOCAL RULES**

Rules which are necessary to meet local conditions and which do not conflict with the provisions of this Agreement may be negotiated between the Manager - Labour Relations of the Railway and the General Chairman of the Union and made effective.

**33.1 General Reassignment**

(1) The Railway will advertise all assignments by bulletin at each terminal, at least seven (7) days before general reassignments on April 1 and Oct. 1 of each year. Senior engineer will have choice in all classes of service on the Railway system, and will be assigned thereto within seven (7) days after general reassignment. When assignments are made, each engineer will take assignment awarded, and except as otherwise provided herein, must remain on same during period general reassignment is in effect.

(2) At general reassignment, each engineer must make his application for his preference assignment on Form 72, in accordance with instructions at the bottom of that form. Men at outlying points or on Work Trains will apply' either on Form 72 or by letter, forwarding same to the office issuing bulletin.

(3) Applications must be dated and will close at time and on date prescribed in advertising bulletin. After assignments are filled at general reassignment, all applications will be null and void, except that a man off or away for any reason may make application on his return. An engineer must bid sufficient assignments to properly' protect his seniority, and failing to do so, he will be assigned to the junior assignment, with the concurrence of the General Chairman.

(4) All positions will be advertised to take effect at each general reassignment. In the event of no general reassignment as of April 1st and October 1st, each year, whichever date comes first, and no general reassignment is contemplated within thirty (30) days thereafter, all positions will be advertised the same as if there had been a general reassignment.

(5) In the event yard assignments are altered to take effect on April 1st or October 1st, Rule 2 of "Yard Service Rules" will have no effect as regards the day of the work week upon which these dates fall.

### **33.2 Home Stations**

(1) Each engineer will elect his Home Station at general re-assignment by bidding sufficient positions on that subdivision to ensure his working there.

(2) When an engineer is unable to hold an assignment at his Home Station and is working elsewhere, he may apply to the Crew Supervisor for permission to return to his Home Station when he can hold an assignment at that point.

(3) Home Stations shall be as follows:

- North Vancouver - Squamish Subdivision
- Lillooet - Lillooet Subdivision
- Williams Lake - Prince George Subdivision
- Prince George - Chetwynd and Takla Subdivisions
- Chetwynd - Fort St. John and Dawson Creek Subdivisions
- Fort Nelson - Fort Nelson Subdivision

**EXCEPT** that Fort St. John will be Home Station for engineers in assigned service at Fort St. John or in turn-around service out of Fort St. John. and,

**EXCEPT** that Dawson Creek will be Home Station for engineers in assigned service at Dawson Creek or in assigned turn-around service out of Dawson Creek.

(4) Assignments at Home Stations may be made to operate on opposite subdivisions.

### **33.3 New Positions And Permanent Vacancies**

(1) Position permanently vacant or new, taking effect after the general reassignment, will be advertised by bulletin at each terminal, work train and auxiliary station, for five (5) days or as soon as possible before the assignment takes effect.

(2) In the event of no applications being received for a permanent vacancy, or new assignment, the vacancy will be filled by assigning the junior engineer, from the auxiliary spare board for that subdivision.

(3) If no auxiliary spare board for that subdivision the junior engineer working the spare board for the subdivision will be assigned. If no spare board or auxiliary spare board for that subdivision, the junior engineer working the closest auxiliary spare board will be assigned.

(4) The Railway will not be put to additional expense for deadheading in connection with applying Rule 33.3.

(5) An engineer assigned under Rule 33.3 may, at his first opportunity, be released from the assignment when he is no longer the junior qualified engineer required to fill the position.

(6) Intentionally Deleted as per the Cancellation of the Letter of Understanding on February 1, 2002

(7) **An** engineman who leaves his assignment, causing it to be bulletined, will not be permitted to again bid it until it has been filled and again becomes vacant, unless he is the only applicant.

### **33.4 Transfers And Reductions**

(1) The Railway will post in all Bulletin Books on the first of each month, a list showing the jobs held by engineers.

(2) In the event of an engineer not being entitled to a run or job at his Home or Auxiliary Station, he shall have the privilege of moving to any Station on the system. where there is run or job manned by a junior engineer.

(3) An engineer moving away from his Home Station or Subdivision under Rule 33.4 (2) during the life of a Timetable, will be allowed to return to his Home Station, providing he makes application to do so within fourteen (14) days from the time the first job is available to him.

(4) **An** engineer may transfer from one Home Station to another Home Station under the following conditions:

(a) To take a newly created or permanent position secured by bulletin.

(b) When displaced off an assigned position or the position is fulfilled.

(c) When unable to hold spare board or auxiliary board.

(5) No transfers, either voluntary or forced, should be arranged except through the office of the Crew Supervisor where a record is readily available.

### **33.5 Temporary Vacancy**

(1) A temporary vacancy is defined as a vacancy in a position caused by the regular occupant being absent from duty, or temporarily assigned to other duties, for five (5) days or more, but not more than fifty-five (55) days. after which the position will be bulletined as permanent.

(2) When it is known that the regular occupant of a position will be absent from his position for fifty-five (55) days or more, the position will be bulletined as permanent.

(3) Temporary vacancies will be bulletined for seventy-two (72) hours to the Home and Auxiliary Station where they exist.

(4) Intentionally Deleted as per the Cancellation of the Letter of Understanding on February 1, 2002

(5) Intentionally Deleted as per the Cancellation of the Letter of Understanding on February 1, 2002

(6) Employee securing a temporary vacancy will remain on such position until the regular man returns unless displaced by senior employee or, is successful applicant to a permanent or temporary bulletined position.

(7) An engineer displaced from a temporary vacancy may displace any junior engineer off another temporary vacancy filled during the time he was assigned to the prior temporary vacancy. or exercise seniority to a subsequent permanent position.

(8) Only an engineer presently working as such on the subdivision where vacancy occurs, or an engineer who has been forced away or about to be forced away from his Home Station. may book O.K. for such temporary vacancy.

(9) In the event of no application being received for a temporary position, the vacancy will be filled by assigning the junior engineer, from the auxiliary spare board for that subdivision.

(10) If no auxiliary spare board for that subdivision, then the junior engineer working the spare board for the subdivision will be assigned.

(11) An engineer assigned under Rule 33.5(9) and (10) may, at his first opportunity be released from the assignment when he is no longer the junior qualified engineer required to fill the position.

(12) The Railway will not be put to additional expense for deadheading in connection with applying Rule 33.5(9), (10) and (11).

(13) An engineman who leaves his assignment, causing it to be bulletined, will not be permitted to again bid it until it has been filled and again becomes vacant, unless he is the only applicant.

(14) Locomotive engineers who are required to work away from their home station will be provided accommodation when

(a) assigned to vacancies as prescribed by clauses 33.3 (2), 33.5 (9) and 33.5 (10).

(b) required by the Railway to work at a station outside of the zone where he normally resides and works for a major portion of the year.

### **33.6 Vacancies Of Less Than Five (5) Days**

(1) A vacancy of less than five (5) days at Home Station or Auxiliary Station will be manned from the spare board or auxiliary spare board.

### **33.7 Road Engineers Spare Work**

(1) Assigned road engineers and engineers assigned to runs desiring spare work which will not conflict with their regular work shall signify their intention to accept calls for such spare work by written advice to the Crew Supervisor. When required for spare work engineers will be called in seniority order.

(2) **An** assigned road engineer and an engineer assigned to a regular run who has signified, in writing, his intention to accept calls for spare work and refuses a call for such spare work will not be called for spare work until seven (7) days after he has again signified, in writing, his intention to accept spare work. The seven (7) day provision will not apply if, due to shortage of engineers, the engineer is required for spare work.

### **33.8 Yard Engineers Spare Work**

(1) **An** assigned yard engineer desiring spare or extra work which will not conflict with his regular yard assignment will signify his intention to accept calls for such spare work by written advice to the Crew Supervisor. When required for spare work engineers will be called in seniority order and will accept all calls for spare work until his written application for spare work is canceled in writing,

(2) **An** assigned yard engineer who has signified his intention to accept calls for spare work and refuses a call for such spare work will not be called for spare work until seven (7) days after he has again signified, in writing, his intention to accept spare work. The seven (7) day provision will not apply if, due to a short-age of engineers, the engineer is required for spare work:

### **33.9 Provision To Fill A Vacancy When Spare and/or Auxiliary Spare Board Is Exhausted**

(1) When the spare board and/or auxiliary board is exhausted at any terminal and a vacancy which would have normally been filled from the spare board remains to be filled, such vacancy will be manned from the list of engineers as provided in Rules 11.7 and 33.8 except that nothing in Rules 33.7 and 33.8 will obligate the Railway to work an engineer at overtime rate when there is an engineer who could work at pro rata rate.

### **33.10 Displaced Engineer**



(1) **A** displaced engineer will place himself in accordance with schedule rules within twenty-four (24) hours when placing within the same zone, and within forty-eight (48) hours if placing outside the zone, unless extension is granted by the Crew Supervisor.

### **33.11 Exercise Of Seniority**

(1) **An** engineer returning from annual vacation or authorized leave of absence may exercise his seniority to any position bulletined during his absence.

### **33.12 Spare Board Handling**

(1) **A** spare board engineer who is not available when called will not have his name restored to the spare board until eight (8) hours after the time at which called, when his name will then be placed on the bottom of the spare board.

(2) **A** spare board engineer who obtains leave of absence when called, or who books sick or unfit when called, will not have his name restored to the spare board until eight (8) hours after he reports for duty, when his name will then be placed on the bottom of the spare board.

(3) The eight (8) hour provision in Rule 33.12 (1) and (2) will not apply if, due to shortage of spare engineers, the spare board engineer is required for duty.

(4) Spare engineers filling a vacancy at an outlying point, other than a temporary vacancy obtained on bid, if released on the weekend will be returned to the spare board at his home terminal. If not released, he will be paid a minimum day for each day held and not used.

(5) Spare engineers, whether on spare board or auxiliary spare board, when called and later canceled will retain their original position on the spare board except that if the canceled engineer qualifies for payment of a minimum day, he will be placed at the bottom of the board. This also to apply to pooled engineers.

### **33.13 Chetwynd And Fort Nelson Special Rules**

The following Local Rules will apply with respect to handling unassigned pool engineers at Chetwynd and Fort Nelson:

(1) **An** unassigned freight engineer who misses a call will have his name restored to the pool at the time the engineer who was called in his place returns to the home terminal, or when twenty-four (24) hours has lapsed from the time at which the call was placed, whichever happens first.

(2) **An** unassigned freight engineer who obtains leave of absence when called, or who books sick or unfit when called, will have his name restored to the pool provided he is booked on for duty at the time the engineer who was called in his place returns to the home terminal. or when twenty-four (24) hours has lapsed from the time at which the call was placed, whichever happens first.

(3) Rules 33.13(1) and (2) will not be applied if it is necessary to call the penalized engineer due to a shortage of engineers at that home station.

### **33.14 Cancellation Or Revision**

These Local Rules have been negotiated as provided for in Article 33 of the Collective Agreement and are subject to cancellation or revision upon sixty (60) days' written notice from either party.

## **ARTICLE 34 PARKING FACILITIES**

**34.1** The Railway acknowledges that parking facilities at terminal points will be provided to accommodate engineers. The present policy of the Railway is to provide adequate parking in close proximity to the reporting point and provide electrical outlets for plug-ins at points Lillooet and north.

These facilities are not intended for off duty parking by employees.

## **ARTICLE 35 ACCOMMODATION AWAY FROM HOME**

**35.1** Locomotive Engineers who are required to work away from their home station will be provided accommodation when

(1) Assigned to vacancies as prescribed by clauses 33.3(2), 33.5(9) and 33.5(10)

(2) Required by the Railway to work at a station outside of the zone where he normally resides and works for a major portion of the year.

## **ARTICLE 36 AMENDMENTS TO THE COLLECTIVE AGREEMENT**

**36.1** Amendments agreed to during the term of the Collective Agreement will be mailed to each engineer on the current roster. These amendments will be such that they can be attached to that amended part of the agreement.

## **ARTICLE 37 COUNCIL FUNDING AND UNION EDUCATION FUND**

### **Council Funding**

**37.1** A deduction of three cent (\$0.03) per hour shall be made from employee's wages for each hour earned. such monies to be allocated to the operation of the Council.

**37.2** The monies so allocated will be placed into a fund to be used solely for the operation of the Council. Any use of these funds must be approved by a majority of the Council's seven constituent unions.

## **Union Education Fund**

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

## **ARTICLE 38 GROUP INSURANCE PLANS**

### **38.1 General Administration**

**38.1.1** Each of the constituent unions of the Council will be provided copies of the insurance plans and forms used by the various insurance companies as the plans and forms are issued and updated from time to time by the insurance carriers. The Railway will provide all unionized employees with a comprehensive booklet on the insurance plans in effect.

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

### **38.2 Joint Advisory Committee**

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

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

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

### **38.3 Processing of Weekly Indemnity Claims**

**38.3.1** The administration of the weekly indemnity (WI) plan will be primarily the responsibility of the insurance carrier. Only in exceptional circumstances will representatives of the Railway directly contact employees to verify their medical condition once they are in receipt of weekly indemnity benefits. The respective union will be advised before representatives of the Railway directly contact employees in this regard.

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

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

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

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

#### **38.4 Weekly Indemnity Claims Disputes**

**38.4.1** At the request of any of the official representatives of the Council's constituent unions, a dispute over whether a WI claim will be paid based on a contention respecting medical evidence will be considered by the Joint Advisory Committee described in this Article. The employee concerned will be requested to sign a waiver allowing committee members access to his medical documentation. All available information respecting a claim will be considered by the committee on a strictly confidential basis and committee deliberations will not be disclosed outside the committee. Following discussions, the committee will provide the insurance carrier, the Railway, the employee and the appropriate union with a non-binding recommendation as to how the WI claim should be dealt with.

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

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

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

#### **38.5 Termination of Employment**

The Railway will consult with the respective union before action is taken to terminate the employment of employees who are on authorized leave, off sick, are injured, on

Long Term Disability. on Workers' Compensation Board benefits, have a case outstanding before the Boards of Review or arc on light duties.

## **ARTICLE 39 UNION-MANAGEMENT CONSULTATION**

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

### **39.2 Objectives & Functions**

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

Consultation is a process of seeking information, providing advice and exchanging views on specific matters: it is a means of fostering each party's understanding of the other parties' problems and attitudes. The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their differing points of view, in a spirit of good faith, attempt to find solutions to concerns and problems raised by each other.

The overall objective of union-management consultation is to provide an effective ongoing communication between union and management so as to develop a positive climate conducive to the discussion of problems, if not to their resolution.

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

### **39.3 Matters for Discussion**

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

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

#### **39.4 Meetings**

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

#### **39.5 Participants in the Consultation Process**

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

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

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

#### **39.6 Procedures**

The Railway and each union shall establish a pre-determined schedule of meetings for each calendar year. In advance of each meeting, the parties may each submit matters for discussion. **An** agenda will be prepared and circulated at least 14 days in advance of each regular meeting: if there are papers, memoranda or reports related to the item(s) on the agenda, they should be distributed at the same time as the agenda.

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

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

### **ARTICLE 40 JOINT UNION/MANAGEMENT SAFETY**

## **ADVISORY COMMITTEE**

### **INTRODUCTION**

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

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

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

### **THE COMMITTEE PARTICIPANTS**

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

## **OBJECTIVES AND FUNCTIONS OF THE COMMITTEE**

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

## **SPECIFIC RESPONSIBILITIES OF THE ADVISORY COMMITTEE**

- To promote safety by providing advice and constructive feedback to the OH&S committees in an effort to create a positive “state of safety” throughout the workforce;
- To foster a positive climate for two-way communication by encouraging frank and free discussion in an effort to assist in the elimination of any existing safety problems;
- To act as a communication vehicle for disseminating information respecting issues discussed by the Advisory Committee;
- To ensure that joint OH&S Committees are established and functioning effectively on the Railway through the discharge of their responsibilities and functions as outlined in applicable ministerial regulations;
- To ensure joint safety inspections are conducted on a regular basis through consultation with safety officers and local OH&S committees, and to review joint safety inspection reports completed after work site inspections have been carried out;
- To review issues which have been addressed at the local level but have been outstanding for an inordinate period of time; this will be accomplished by a review and discussion of comprehensive documentation provided to the Committee from the local OH&S committees;
- To inspect specific sites when there is appropriate justification for doing so as determined by the Advisory Committee consensus in compliance with the previous paragraph.

**Note:** These specific responsibilities will not detract from the normal line of communication between employees, local OH&S committees and their supervisors at specific work site locations. Rather, the Advisory Committee role is to enhance the



effective functioning of local area safety committees through increased awareness and through the encouragement of timely attention to specific safety concerns.

### **PROCESS FOR RESOLVING ISSUES BEFORE THE COMMITTEE**

- Local OH&S committees are charged with the responsibility of being proactive in addressing and resolving OH&S matters. The Advisory Committee will review issues which are unresolved and have been referred to this Committee through adherence to the following process:
- Unresolved issues brought forward to the Advisory Committee by local OH&S committees must be accompanied by comprehensive documentation by both parties after notice being given outline specifically:
  - the issue;
  - the efforts made to resolve the issue; and,
  - reasons why the issue remains outstanding

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

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

## **MEETINGS AND MINUTES**

- Locations of meetings will be determined by the co-chairman. Either party can call a meeting with seven days notice.
- Minutes will be kept and circulated to all Council Constituents following each meeting. The minutes will provide a brief summary of each party's position followed by the status of the issue. Minutes from the previous meeting will be reviewed at the commencement of the next scheduled meeting of the Committee for approval.

## **ARTICLE 41 ISCO CAR MOVERS**

### **41.1 Isco Car Movers**

**41.1.1** It is acknowledged that a CAW Local 110 engineman will be assigned to operate the ISCO car mover when it is working on the main track for the purpose of moving or switching Rail Cars.

**41.1.2** It is acknowledged that an IWA operator will not be assigned to operate the ISCO car mover when it is working on the main track.

**ARTICLE 42**  
**TERM OF AGREEMENT**

**42.1** Except as otherwise provided herein, this Agreement shall be in full force and effect from the first day of January, AD 2003 until the thirty-first day of December, AD 2005, and shall remain in full force and effect from year to year thereafter **PROVIDED THAT** either party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the thirty-first day of December, AD 2005, or immediately preceding any succeeding thirty-first day of December thereafter, by written notice to the other party:

(1) require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement:

(2) terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid:  
or,

(3) terminate the Agreement on the next succeeding anniversary date thereof.

**42.2** Except where an article indicates its effective date, all revisions from the previous agreement and all new Rules are effective from the 17th day of December, 2003.

**42.3** Should either party give written notice to the other party pursuant to Clause 39.1 (a) hereof, this Agreement shall thereafter continue in full force and effect until the Council shall give notice of strike, or the Railway shall give notice of lock-out, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

**IN WITNESS WHEREOF** duly authorized officers and/or representatives of the parties hereby affix their signatures to this Collective Agreement, this 17th day of December, AD 2003.

**FOR THE COUNCIL OF  
TRADE UNIONS ON BC RAIL:**

\_\_\_\_\_  
Bob Sharpe

\_\_\_\_\_  
Rob Hurren

\_\_\_\_\_  
Lance Yearley

\_\_\_\_\_  
Robert Samson

\_\_\_\_\_  
Randy Gatzka

\_\_\_\_\_  
Richard Van Grol

\_\_\_\_\_  
Randy Holubosh

**FOR THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION (CAW-CANADA), LOCAL 110:**

\_\_\_\_\_  
Robert Samson

**FOR BC RAIL:**

\_\_\_\_\_  
Paul Straszak

\_\_\_\_\_  
Mike Keiran

\_\_\_\_\_  
Donna Crossan

## APPENDIX 1

### FORT NELSON AGREEMENT

***MEMORANDUM OF AGREEMENT BETWEEN THE BRITISH COLUMBIA RAILWAY (HEREINAFTER CALLED "THE RAILWAY"), AND THE COUNCIL OF TRADE UNIONS ON THE BRITISH COLUMBIA RAILWAY (HEREINAFTER CALLED THE "COUNCIL") ON BEHALF OF THE CANADIAN UNION OF TRANSPORTATION EMPLOYEES, LOCAL NO. 1 (HEREINAFTER CALLED "THE UNION"),***

This is an agreement between the British Columbia Railway and the Council of Trade Unions on the British Columbia Railway on behalf of the Canadian Union of Transportation Employees, Local No. 1 and shall apply only to the employees affected by a material change in working conditions at the Chetwynd and Fort Nelson terminals of the Railway. This agreement will not serve to prejudice either party in future negotiations nor will it be used as a basis to compromise the positions of the parties with respect to any other operation of the Railway.

The following Conditions will apply:

1. Bulletins will be issued in accordance with Local Rule (e) of the collective agreement advertising freight assignments to operate between Fort St. John and Fort Nelson with home terminal at Fort St. John.
2. The current unassigned freight positions at Fort Nelson and Chetwynd will be reduced.
3. INTENTIONALLY LEFT BLANK due to expiration date of June 1, 1986.
4. Motel accommodation with cooking facilities will be provided enginemen on incoming crews at Fort Nelson. The standard to be agreed by Leon Beaulieu and H.M. Hannah. In the event cooking facilities cannot be supplied at Fort Nelson accommodation, enginemen on incoming crews will be supplied meals at no cost.
5. Portal to portal pay, including rest period at Fort Nelson, that is pay from the time enginemen go on duty at Fort St. John until going off duty on arrival back at Fort St. John will be given enginemen with the understanding that rest hours in excess of seven (7) hours, including call time, at Fort Nelson will not be paid. Payment for rest period at Fort Nelson will not be made if rest is booked enroute northbound in accordance with Article 9 (b) of the collective agreement. If no rest is booked on the southbound trip then eight (8) hours paid rest instead of seven (7) will be paid at Fort Nelson. However, if rest is requested as per Article 9 (b) on the southbound trip, the Railway will arrange relief and transportation to home terminal.
6. As long as there is existing bunkhouse facilities at Fontas, Gutah and Buick, the facilities will be available for train crews to take rest if desired.
7. At rest facilities, beds will be made up by other than enginemen.

8. Enginemen forced to Fort Nelson under Local Rules (b) (e) and (o) of the collective agreement will be supplied accommodation with cooking facilities. In the event that cooking facilities cannot be supplied, these enginemen will be supplied meals at no cost.

This agreement is made in accordance with Article 22 of the collective agreement between the Railway and the Council on behalf of the Union.

Signed at North Vancouver this 27th day March 1984.

**SIGNED FOR THE UNION:**

H.M. Hannah,  
General Chairman,  
Canadian Union of Transportation Employees, Local No. 1

**SIGNED FOR THE RAILWAY:**

P.A. MacDonald,  
Vice-president, Industrial Relations,  
British Columbia Railway

## APPENDIX 2

### YARD TO YARD AGREEMENT

1. This Letter of Understanding is being entered into by the parties to address the movement of traffic in and out of BC Rail's North Vancouver Yard only.
2. It is agreed between the parties that BC Rail Locomotive Engineers (BCRLE) will handle movements directly into CN's Lynn Creek Yard as directed by CN personnel when operating as a conventional yard.
3. BCRLE will also handle movements back from CN's Lynn Creek Yard to BC Rail's North Vancouver Yard when operating as a conventional yard.
4. Notwithstanding any clause in the CAW Local 110 collective agreement, CN employees will handle movements directly into BC Rail's North Vancouver Yard where they will deliver their train to tracks A2 through A10 as directed by BC Rail personnel. It is understood that no more than one (1) double-over will be required of a CN crew making a delivery to BC Rail's North Vancouver Yard. Vancouver Wharves traffic will continue to be handled by BC Rail crews. CN crews will not be allowed access to Vancouver Wharves and in no case will they move beyond mile 3.5 Squamish Subdivision.

CN employees will also handle movements back from BC Rail's North Vancouver Yard to CN's Lynn Creek Yard. It is understood here as well, that no more than one (1) double-over will be required of a CN crew handling a movement back from BC Rail's North Vancouver Yard to CN's Lynn Creek Yard.

5. BC Rail acknowledges that there will be no job loss for BCRLE as a result of this "yard-to-yard" when operating as a conventional yard operation. Should any dispute of any nature arise with respect to the application and administration of this understanding, the parties signatory hereto agree to meet and discuss same within seventy-two (72) hours with a view to attaining a mutually satisfactory resolution.
6. Double-overs referred to in this agreement will be for the purpose of yarding or picking up cars only and will not be used for spotting cars.
7. Yard movements between BC Rail to CN yard, and CN to BC Rail yard, will be reviewed monthly to ensure a balance of work is maintained between BCRLE and CN crews that provides equal or more work to the employees of BC Rail when working as a conventional yard operation. BC Rail will provide this information to the CAW Local 110 North Vancouver Terminal Representative.

Date: March 12, 2003

For BC Rail:

Paul Straszak  
Mike Keiran  
Levor Guenther  
Bob Colquhoun

For CAW Local 110:

Robert Samson  
Wayne Benedict  
Perry Stowe