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NOMBRE D'EMPLOYÉS	Rev.		

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

THE GENERAL TRUCK DRIVERS AND
HELPERS LOCAL UNION NO. 31
(hereinafter called the "Union")

February 6, 1984 to June 30, 1987

SEP 17 1986

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PREAMBLE

This Agreement is effective February 6, 1984 and supersedes all previous Agreements, rulings, or interpretations which are in conflict therewith.

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

The headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

RULE 1

SCOPE OF AGREEMENT

- 031.1** This Agreement shall govern the working conditions and compensation of employees in the classifications set forth in this Agreement and the certificate of bargaining authority insofar as their recognized representation for bargaining purposes is or shall be the Council of Trade Unions on BC Rail on behalf of the General **Truck** Drivers and Helpers Local Union No. 31

RULE 2

PURPOSE OF AGREEMENT

- 2.1** It is recognized by this Agreement to be the duty of the Railway, the Union and the employees to fully cooperate, both individually and collectively, for the advancement of conditions.
- 2.2** The parties agree at all times, as fully as it may be within their power, to further the interests of the Railway industry.

RULE 3

STRIKES, LOCKOUTS, AND PICKET LINES

- 3.1 It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise during the term that this Agreement shall be in force.
- 3.2 An employee will not be disciplined for refusal to cross a legally constituted picket line, but he will not receive pay if he refuses to cross a picket line established at the Railway's property.

RULE 4

CONFLICTING AGREEMENTS

- 4.1 The Railway agrees not to enter into any agreement or contract with Railway employees who are members of this Union, either individually or collectively, which conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

RULE 5

PROTECTION OF CONDITIONS

- 5.1 It shall be a violation of this Agreement for the Railway to require that an employee purchase a truck, a tractor and/or a tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
- 5.2 In the event the Railway should require any employee covered by this Agreement to

engage in work on construction in the confines of a construction site coming within the jurisdiction of an agreement which has established more favourable wage rates than those contained herein, such employee shall be entitled to be paid the more favourable wage rates while he is so engaged.

RULE 6
UNION DISCRIMINATION
BETWEEN EMPLOYERS

- 6.1** The Union undertakes that no terms more advantageous than those contained herein will be extended to or agreed with any competitor of the Railway without first notifying the Railway.

RULE 7
OWNER OPERATORS

- 7.1** The Railway will not use the services of owner operators or dependent contractors. **However,** the Railway may utilize rented or dry lease equipment provided it is operated by Railway employees covered under the conditions of this Agreement.

RULE 8
UNION LABEL

- 8.1** It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place in the cab of the vehicle or equipment **it** is operating. The said label will be a size not in excess of three inches

(3") by four inches (4") and will not be attached to any glass area.

**RULE 9
SUCCESSORSHIP**

- 9.1** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Railway shall notify the Union in writing, not later than the effective date of the finalization of any sale, transfer, lease, assignment, receivership or bankruptcy proceedings not including the financial arrangements thereof.
- 9.2** In the event BC Rail Ltd. is acquired by another Railway or corporation, the Board of Directors will recommend that the employees be granted seniority in the company acquiring the Railway from the date of their employment on BC Rail Ltd. with "Homestead" or protected rights on their former territory.

**RULE 10
JOB CLASSIFICATIONS**

- 10.1** Where new positions for which rates of pay are not established by this Agreement are put into use, rates governing such positions shall

he subject to negotiations between the parties.
The rate established shall be retroactive to the date of implementation.

- 10.2** Where **there** is sufficient change in the responsibilities of a position, compensation for that position shall be **adjusted** by agreement with the Union.
- 10.3** Positions (not employees) shall be rated and the transfer of rates shall not be permitted except by agreement between the Railway and the Union.

RULE 11 MANAGEMENT RIGHTS

- 11.1** Subject to the terms of this Agreement, all matters concerning the operations of the Railway shall be reserved to Railway management, The Union recognizes that it is function of the Railway:
- 1a) to maintain order, discipline and efficiency:
 - (b) to discharge, suspend for proper cause:
 - (c) to increase and decrease the working forces: and,
 - (d) to make or alter **from** time to time **rules** and regulations to be complied with by its employees. These rules **and** regulations are to be filed with the Union.

RULE 12 BULLETIN BOARDS

- 12.1** The Railway will provide bulletin boards at all terminals or offices for such notices as the

Union may from time to time wish to post. The said notices shall be posted and signed by an elected or appointed Shop **Steward** or other authorized representative of the Union.

RULE 13

PART-TIME EMPLOYEES

- 13.1** Part-time employees will not be used to deprive any of the regular employees of the conditions of this Agreement.
- 13.2** Part-time employees covered by this Agreement shall be paid all time spent in the service of the Railway. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until he is effectively released from duty with a minimum of four (4) hours pay.

RULE 14

HOURS AND DAYS OF SERVICE AND ASSIGNED REST DAYS

- 14.1** *Except as otherwise provided, regular employees shall be assigned to a five (5) day, forty (40) hour work week. Eight (8) consecutive hours service, exclusive of a regular meal period shall constitute a day's work.*
- 14.2** Hours of daily service when established shall not be changed without thirty-six (36) hours' notice. This shall apply to changes of less than two (2) hours.

- 14.3 Except as otherwise provided, employees shall be assigned two (2) rest days off duty in each seven (7) days. The rest days shall be consecutive, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday, and then to Sunday and Monday.
- 14.4 In any dispute as to the necessity of departing from the pattern of two (2) consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent upon the Railway to show that such departure is necessary to meet operational requirements, and that otherwise additional staff for relief service of working an employee on one of his assigned rest days would be involved.
- 14.5 All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.
- 14.6 If an employee after starting work meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from Workers' Compensation for that day.

RULE 15
MEAL PERIODS

- 15.1** When a meal period is provided, it shall not be before the employee has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours, unless otherwise mutually agreed between the parties.
- 15.2** Except as otherwise provided or mutually agreed, the maximum meal period shall be of one (1) hour's duration.
- 15.3** If the meal period is not afforded within the allowed agreed time limit and is worked, the meal period shall be paid for at regular rates and twenty (20) minutes with pay allowed in which to eat at the first opportunity.
- 15.4** On shifts the hours of duty of which commence between 2200 and 0559, if mutually agreed, thirty (30) minutes may be allowed for a meal without deduction in pay.
- 15.5** Employees required to work more than one (1) hour beyond their assigned hours of service shall be granted a second meal period of thirty (30) minutes with pay prior to commencing the second tour of duty.
- 15.6** On continuous shifts, thirty (30) minutes shall be allowed for meals without deduction in pay.

RULE 16
REST PERIODS

- 16.1** An employee shall be entitled to one break of fifteen (15) minutes during both the first half and second half of any shift.

RULE 17
OVERTIME

- 17.1** Overtime, as referred to in this Agreement, shall be paid at one and one-half times the regular rate.
- 17.2** Except as otherwise provided, all time worked on proper authority prior to and/or immediately following an eight (8) hour shift, exclusive of a regular meal period, shall be considered as overtime and paid for on the actual minute basis at the applicable overtime rate.
- 17.3** Employees shall not be required to suspend work during their regular working hours to absorb overtime.
- 17.4** Employees will be required to complete unscheduled overtime continuous with their shift.
- 17.5** Regular employees notified or called to perform work not continuous with, before or after the regular work period shall be paid for such service at the overtime rate on the minute basis with a minimum of three (3) hours.
- 17.6** Employees who are required to work on their regularly assigned rest day(s) shall be paid at the overtime rate with a minimum of three (3) hours at the overtime rate for which three (3) hours service may be required.
- 17.7** Employees wishing to accumulate overtime hours worked may do so under the following conditions:
- (a) the employee must declare his intention prior to January 1 of each year;

- (b) a maximum of 80 straight time hours only will be permitted in any calendar year;
 - (c) accumulated hours must be taken within the year in which they are accrued;
 - (d) overtime worked during the month of December will not be accrued;
 - (e) accumulated hours at the accrued rate of pay will be allotted to the employee; and,
 - (f) such accumulated time will be taken consistent with the efficient operation of the Railway.
- 17.8** Overtime rates are calculated on regular rates of pay, not on regular rates plus a shift differential rate.
- 17.9** The distribution of overtime will be handled on a local basis by agreement between the Union's representatives or the Shop Steward and the Railway Supervisor in charge. In the event employees are not available for overtime, the most junior employee in the classification will be required to work.

RULE 18

TEMPORARY TRANSFERS BY THE RAILWAY

- 18.1** Compilation of time for an employee temporarily transferred at the instance of the Railway from his regular position to another position shall not operate so that he will earn any less than he would have earned in his regular position.

RULE 19
GENERAL HOLIDAYS

19.1 An employee who qualifies in accordance with Rule 19.2 shall be granted a holiday with pay on each of the following general holidays, including a General Holiday falling on an employee's rest day:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

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

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.

19.2 In order to qualify for pay for any one of the holidays specified in Rule 19.1, an employee:

- (a) must have been in the service of the Railway and available for duty at least thirty (30) calendar days;
- (b) must be available for **duly** on **such** holiday if it occurs on one of his work days excluding vacation days. This Clause (b) does not apply in respect of any employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for weekly sickness benefits because of illness on

such holiday. A regularly assigned employee who is required to work on such General Holiday shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required.

(c) must be entitled to wages for at least twelve (12) shifts or tours of duty during the thirty (30) calendar days immediately preceding the General Holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.

19.3 A qualified employee whose vacation period coincides with any of the General Holidays specified in Rule 19.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that General Holiday.

19.4 An employee who does not qualify under Rule 19.2 with respect to pay for a General Holiday and who is required by the Railway to work on that day shall be paid in accordance with the provisions of the Collective Agreement.

19.5 An assigned employee qualified under Rule 19.2 and who is not required to work on a General Holiday shall be paid eight (8) hours' pay at the straight time rate of his regular assignment.

19.6 An unassigned or spare employee qualified under Rule 19.2 and who is not required to

work on a General **Holiday** shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the General Holiday.

19.7 An employee qualified under Rule 19.2 and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Rule 19.5 hereof, at overtime rates for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hours service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employee on a General Holiday, the provisions of this Rule shall apply to the first shift only.

19.8 Shifts or tours of duty commencing between 0001 and 2359 during the General Holiday, both times inclusive, shall be considered as work on that holiday.

RULE 20 ANNUAL VACATION

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

20.2 For the purpose of computing annual vacation service requirements, in order for an employee to qualify for vacation entitlement in excess of two (2) weeks, the following will apply:

- (a) An employee who, at the beginning of the calendar year, has not less than thirty (30) days' employment relationship shall be entitled to one working day's vacation with pay for each twenty-five (25) days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) working days until qualifying for further vacation under Section (b) hereof. This Rule is only applicable to employees who have entered service between July 1st and December 31st of the calendar year.
- (b) An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least one (1) year shall be allowed *one (1) working day's vacation with pay* for each sixteen and two-thirds (16 2/3) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of fifteen (15) working days until qualifying for further vacation under Clause (c) hereof.
- (c) An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least nine (9) years shall be allowed one (1) working day's vacation

with pay for each twelve and one-half (12 1/2) day's cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of twenty (20) working days until qualifying for further vacation under Clause (d) hereof.

- (d) An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least seventeen (17) years shall be allowed one (1) working day's vacation with pay for each ten (10) days' cumulative compensated service or major portion thereof during the preceding calendar year, with a maximum of twenty-five (25) working days until qualifying for further vacation under Clause (e) hereof.
- (e) An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-four (24) years shall be allowed one (1) working day's vacation with pay for each eight and one-third (8 1/3) days' cumulative compensated service or major portion thereof during the calendar year, with a maximum of thirty (30) working days until qualifying for further vacation under Clause (f) hereof.
- (f) Effective January 1, 1985, an employee **who**, at the beginning of the calendar **year**, has maintained a continuous employment relationship for at least

thirty (30) years shall be allowed one (1) *working day's vacation with pay* for each seven and one-seventh ($7\frac{1}{7}$) days' cumulative compensation service or major portion thereof during the preceding calendar year, with a maximum of *thirty-five (35) working days*.

- 20.3** Time off duty on account of bona fide illness, injury, to attend committee meetings, called to Court as a witness, or for jury duty not exceeding a total of one hundred (100) working days in any calendar year, shall be included in the computation of service for vacation purposes.
- 20.4** An employee who has become entitled to 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.
- 20.5** Applications for vacation leave from employees filed between December 15th of the previous year and January 31st shall, insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted. Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Railway.
- 20.6** Employees desiring an advance vacation pay-

ment must **make** application to Payroll not later than five (5) weeks prior to commencing their vacation. It is understood that the advance vacation payment shall be **four** per cent (4%) of the employee's previous calendar year's earnings less approximately thirty per cent (30%) to cover **standard** deductions.

- 20.7** An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Rule 20.1 hereof, or shall be allowed pay in lieu thereof.
- 20.8** An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year shall upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- 20.9** An individual who is dismissed for cause and not reinstated in his former standing within two (2) years of the date of such dismissal shall, if subsequently returned to the service, be required to qualify **again** for vacation with pay as provided in Rule 20.1 hereof.

RULE 21

LEAVE OF ABSENCE WITHOUT PAY

- 21.1** When the requirements of the Railway's ser-

vices will permit, any employee hereunder, upon written application to the Railway with a copy of said application to the Union, may, if approved by the Railway, be granted an unpaid leave of absence in writing (with a copy to the Business Agent of the Local Union) for a period of thirty (30) calendar days. Under such leaves, the employee shall continue to accumulate seniority. Such leave may be extended for additional periods in excess of thirty (30) calendar days when approved by both the Railway and the Business Agent of the Local Union, in writing, and seniority will accrue during such extensions.

- 21.2** Any employee hereunder on leave of absence engaged in gainful employment without the prior written permission from both the Railway and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Railway.
- 21.3** In the event the Railway grants written leave of absence without pay, with a copy to the Union, to an employee who has suffered the revocation of his or her driver's licence, it shall not be a violation of the Agreement for that employee to accept employment elsewhere, provided the Railway cannot place the employee in another position within the bargaining unit.
- 21.4** Any employee requesting leave of absence without pay for compassionate reasons shall not be unreasonably denied such request.

RULE 22

BEREAVEMENT LEAVE WITH PAY

- 22.1** Upon the death of an employee's spouse, child, parent, step-parent, brother, sister, father-in-law, mother-in-law, or grandparents, the employee shall be entitled to three (3) days' bereavement leave without loss of pay provided he has forty-five (45) working days cumulative compensated service. It is the intent of this Rule to provide for the granting of leave from work on occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted.

RULE 23

COURT ATTENDANCE AND JURY DUTY WITH PAY

- 23.1** Employees required by the Railway to attend Court, or other public investigations, shall be paid regular rates for the time lost and shall be reimbursed actual reasonable expenses when away from home, upon production of proper receipts. In such cases, the Railway shall receive the witness fees.
- 23.2** Any regular full-time employee who is required to perform jury duty on a day on which he would normally have worked, or 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 by the Railway for the difference

between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness attendance fees received therefrom and the employee shall be responsible to account to the Railway for witness fees received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

- 23.3 This Rule will have no application to an employee on leave of absence or when receiving benefits under the Group Insurance Plans, annual vacation, Workers' Compensation or as otherwise covered in this Agreement.

RULE 24

PROBATIONARY PERIOD

- 24.1 All newly hired employees shall be considered as probationary employees for the first forty-five (45) working days. In the event of discharge or lay off, the Railway shall inform the probationary employee as to whether the employee has been discharged or laid off and the reasons will be provided in writing within three (3) calendar days. While employed dur-

ing the probationary period, the employee shall be entitled to all rights and privileges as provided in this Agreement.

**RULE 25
SENIORITY**

- 25.1** A regular employee shall be considered as such an employee of the Railway when:
- (a) he has completed his probationary period.
 - (b) he makes himself available to the Railway for full time employment. Employees not available for permanent employment shall not accumulate seniority.
 - (c) he has no other outside employment except where such employment may be specifically permitted under provisions of this Agreement.

It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off provided the employee complies with Clause (b) herein.

- 25.2** A seniority roster of all employees, showing name and date of entry into the service, coming within the scope of this Agreement shall be posted in a place accessible to all the employees concerned.
- 25.3** The roster shall be revised and posted on January 31st, May 31st, and September 30th of each year, and shall be open for correction for a period of ninety (90) days from the date of posting, on presentation of proof of error by an employee or his accredited representative.

Copies of the current roster will be provided to the Union.

- 25.4 When two (2) or more individuals are employed on the same date, their seniority standing will be determined by the hour they **start work**. In the event of the starting time being the same, the date and time of the application for employment will be the determining Factor.
- 25.5 All employees coming within the scope of this Agreement shall comprise one seniority group.
- 25.6 Except as may be mutually agreed, employees accepting transfer to a position covered by another collective agreement shall forfeit all seniority rights and shall be removed from the seniority list.
- 25.7 An employee accepting a transfer within the Railway to a position not covered by a collective agreement shall retain rights and continue to accumulate seniority for a period of **six (6)** months from the date of transfer. If he elects to remain outside the bargaining unit at the expiration of six (6) months, the employee shall relinquish all seniority rights.

RULE 26

LAYOFF AND RECALL

- 26.1 Seniority shall be maintained in the reduction of the working force, provided the senior employee is qualified to perform the remaining job or jobs.
- 26.2 When positions are to be abolished, five (5)

working days' advance notice will be given except in the case of a strike or work stoppage in the Railway industry, in which case a shorter notice may be given.

- 26.3** Employees whose positions are abolished, or who are displaced, will, within ten (10) calendar days of notification, exercise their seniority over any other junior employee. In the application of this Rule, employees will **not** necessarily be required to exercise seniority outside of their home station or terminal. Such employees shall notify the appropriate Railway Officer of the position to which they will exercise their seniority and shall fill that position within five (5) calendar days of the date of notification: except that an employee on **approved** leave of absence, including annual vacation and bona fide sickness or injury, when their position is abolished or they **are** displaced, may exercise their seniority within ten (10) calendar days from the date of expiration of approved leave of absence.

Note: An employee will be considered on laid off status when he exhausts his seniority at his home terminal or station. In order to qualify for Job Security Payments under the Job Security Agreement, the employee must exhaust his seniority on the system.

- 26.4** When forces are increased, employees shall be notified and returned to work in the order of their seniority, subject to qualifications. Employees desiring to avail themselves of this Rule must file their names and addresses with the proper Officer of the Railway, sending a

copy to the Union. An employee's services will be terminated if he fails to report for duty or give satisfactory reasons for not doing so within seven (7) calendar days from the date of notification.

- 26.5** Except as may be mutually agreed between the Officers of the Railway and the accredited representatives of the employees, an employee who has not performed any service for the Railway for a period of twelve (12) months on account of reduction of forces shall be removed from the seniority roster and the Railway will be under no further obligation to such employee.
- 26.6** Unless otherwise mutually agreed, laid off employees must accept part time work at their home terminal or station. Failure to accept part time work will result in the employee losing his seniority and he will no longer be considered an employee of the Railway.
- 26.7** Employees who, by reason of seniority are laid off on account of a reduction of the work force may accept employment into another division, if work is available, but are required to return to this bargaining unit when forces are again increased as provided for in this Rule.

RULE 27

BULLETINING OF VACANCIES

- 27.1** New positions, or vacancies shall be bulletined promptly for a period of seven (7) calendar days. Employees desiring such positions shall

file their applications with the designated Officer within that time, and an appointment shall be made within seven (7) calendar days thereafter. In the event of an employee withdrawing his application for a position, it must be done in writing.

- 27.2** The name of the appointee shall immediately thereafter be posted where the position was bulletined; pending appointment, where practicable, the senior qualified employee desiring the vacancy shall be appointed to the position.
- 27.3** Employees awarded bulletined positions shall be transferred within seven (7) calendar days, if feasible, after the closing date of the bulletin. If not so transferred, they shall be paid the rate of such position, or the position worked, whichever is greater, commencing on the date of the closing of the bulletin, but, in any event, the transfer must be completed within thirty (30) calendar days.
- 27.4** An employee who leaves his assignment by bid causing it to be bulletined will not be permitted to return to it until it again becomes vacant, unless he is the only applicant or the position bid is abolished.
- 27.5** Temporary vacancies of a known duration of thirty (30) days or more, other than annual vacation with pay, shall be bulletined. The employee awarded the temporary vacancy will return to his permanent position on completion of the temporary vacancy.
- 27.6** When more than one vacancy or new position is bulletined at the same time, employees shall

have the right to bid on any or all, stating preference. Nothing in these Rules shall be construed to prevent employees bidding on all bulletined positions, irrespective of whether the position sought is of the same, greater, or lesser remuneration.

- 27.7** Unassigned regular employees accumulating seniority under Rule 25 must apply for all permanent and temporary positions bulletined at their home station or terminal for which they are qualified. In the event that no applications are received, the senior qualified unassigned regular employee at that location will be assigned and will be considered as having exercised his seniority rights.
- 27.8** Bulletins shall show location, title, rates of pay, hours of service, regular assigned rest days, nature of duties and, if temporary, the approximate duration.
- 27.9** A position will be re-bulletined if there is change in location, rate of pay, regular assigned rest days, or hours of service involving change of two (2) hours or more.
- 27.10** Copies of bulletins for new positions or vacancies and assignments shall be mailed promptly to all Shop Stewards.
- 27.11** The assignment of employees shall be based on ability and seniority. Ability being sufficient, seniority shall prevail. The Officer of the Railway in charge shall be the judge, subject to appeal. Such appeal will be made in writing within thirty (30) calendar days of the appointment as set out in the Grievance and Arbitra-

tion Procedure. In the event an appeal is made, the duly accredited representative of the employee shall be furnished, upon written request, the reasons for the decision in writing.

- 27.12 An employee assigned to a position by bulletin will receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a period not exceeding thirty (30) calendar days, the length of time to be dependent upon the character of the work. Failing to demonstrate his ability to do the work within the period allowed, he shall be returned to his former position without loss of seniority. Should an employee fail to demonstrate his ability to perform the work during the period allowed, he and his Shop Steward will be entitled to receive an explanation in writing from the appropriate Officer of the Railway, including the reason for the decision rendered, which shall be subject to appeal in accordance with the Grievance and Arbitration Procedure.
- 27.13 Employees declining promotion shall not lose their seniority of service.
- 27.14 Employees within ten (10) calendar days after their return from approved leave of absence, including annual vacation and bona fide sickness or injury, may exercise their seniority rights to any position bulletined during their absence.

RULE 28

TRAINING FOR OTHER DUTIES

- 28.1 Employees shall be encouraged to learn the

duties of other positions and every opportunity shall be afforded them to learn the work of such positions during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Supervisory Officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of the employees concerned.

RULE 29

TRAVELLING TIME AND ALLOWANCES

- 29.1** Employees assigned to duties by the Railway which require travelling away from home station, while so assigned, shall be credited with their regularly assigned hours at home station and in addition shall be paid for all time worked on proper authority outside the limits of such regularly assigned hours. They shall also be paid all actual necessary expenses, upon production of receipts. Where an automobile mileage allowance is paid, such allowance shall be in accordance with current Railway regulations.

RULE 30

FOREMEN AND ASSISTANT FOREMEN

- 30.1** Foremen and Assistant Foremen, when so designated and classified by the Railway, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, fire, suspend or

discipline employees. He shall be a member of the Union and be entitled to the provisions of the Collective Agreement,

RULE 31

PAYMENT OF WAGES

- 31.1** Except as otherwise mutually agreed between the parties, all employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee to a day not more than twelve (12) days prior to the day of payment. The pay period shall commence Monday at 0001. The Railway shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.
- 31.2** If, as and when an error occurs in an employee's pay cheque, and the amount is the equivalent of one (1) day's pay or more, he shall be entitled, on request, to a cheque for such shortage being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made.
- 31.3** Except as elsewhere herein provided, upon discharge or resignation, the Railway shall pay all monies due to the employee as soon as

possible but not later than the pay day in the week following such discharge or resignation.

RULE 32

GROUP INSURANCE PLANS

- 32.1** 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 LTD, on WCB, have a case outstanding before the Boards of Review or are on light duties.
- 32.2** 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 weekly indemnity benefits.
- 32.3** The administration of the weekly indemnity 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.
- 32.4** 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. Within three calendar months from the signing of the Collective Agreement, the

Railway will provide all unionized employees with a comprehensive booklet on the insurance plans in effect.

- 32.5 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.

RULE 33

LICENCES OR TICKETS

- 33.1 Whenever it becomes necessary for a driver to undertake tests for renewal of licenses or tickets, the Railway shall, upon receipt, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's straight time rate.
- 33.1 Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence shall be reimbursed up to a maximum of fifteen (\$15.00) dollars towards the cost of the examination, provided a receipt is submitted to the Railway.

RULE 34

MEDICAL EXAMINATIONS

- 34.1 Physical or medical examinations required by

the Railway shall be promptly complied with by all employees, provided however, the Railway shall pay for all such physical or medical examinations and for any time lost as a result thereof during their working hours.

- 34.2** Where a regular employee is required by the Railway to take a medical examination outside of his regular hours of work, the Railway shall pay to a maximum of two (2) hours straight time wages for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.
- 34.3** If, following a medical examination under Rule 34.1, the employee is dissatisfied with the decision of the Railway doctor, the employee may seek a decision from his personal doctor. Should the decision of the Railway's doctor and the employee's doctor differ, the Railway or the Union is entitled to direct that the employee be examined by the medical specialist whose specialty covers the disability. The Railway's doctor and the employee's doctor together shall then select such specialist; however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or group insurance benefits, whichever applies, as a result of such examination(s).
- 34.4** An employee who has been absent from work because of illness or accident shall not suffer a

reduction in his regular wages only because the Railway requires a medical examination prior to the employee resuming work.

RULE 35
UNION DUES

- 35.1** Every employee of the Railway covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Railway.
- 35.2** All employees in the bargaining unit hired after the date of the signing of this Agreement shall be required within fifteen (15) days of the date of their employment, as a condition of employment, to sign written authorizations authorizing the Railway to deduct from his earnings each calendar month an amount equivalent to the regular union dues and initiation fees uniformly levied against the members of the Union.
- 35.3** The Railway shall furnish to the Union a list of new employees taken into employment by the Railway showing the location of the employment within ten (10) days of their being hired.
- 35.4** The Union shall make available to the Railway application cards and authorization cards for dues and initiation fee deductions which the Railway shall have the various Supervisors give to new employees to be filled out and then return same to the union office in Vancouver within a reasonable time.

- 35.5 The Railway will deduct an amount equivalent to the regular union dues, initiation fees and/or other assessorial charges as levied against the employee in accordance with the constitution and by-law of the union of which he is a member and so indicated on the monthly check-off list as provided by the Union to the Railway.
- 35.6 The Railway shall remit the union dues to the Union not later than fifteen (15) days from the date that the deduction was made from the employee's wages. If his earnings are insufficient to permit the deduction as submitted in the monthly statement, no such deductions shall be made from the earnings of such employee by the Railway.
- 35.7 Only payroll deductions now or hereafter required by law, deduction of monies due or owing to the Railway, pension deductions and deductions for provident funds shall be made from wages prior to deductions of dues.
- 35.8 The Railway shall not be responsible financially or otherwise, either to this Union or to any employee, for any failure to make deductions or for making improper or inaccurate deduction 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 the amount directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Union, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for

any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time it remits the amount payable to the Union.

- 35.9** In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Rule 35.5, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if, at the request of the 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, cost, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.
- 35.10** T4 slips issued to all employees will show the amount deducted from the employees as union dues paid to their Union during the year.

RULE 36

COUNCIL FUNDING

- 36.1** Effective August 1, 1985 a deduction of one cent (\$.01) per hour shall be made from employees' wages for each hour earned, such monies to be allocated to the operation of the Council.
- 36.2** The monies so allocated will be placed into a fund to be used solely for the operation of the Council. Any use of these funds must be

approved by a majority of the Council's seven constituent unions.

RULE 37
EQUIPMENT MAINTENANCE
AND STANDARDS

- 37.1** It is to the mutual advantage of both the Railway and the employee that employees shall not operate vehicles which are not in safe operating conditions. No employee will be required to operate equipment on public *streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment, i.e. brakes, steering, signal lights or other lighting equipment.*
- 37.2** It shall be the duty of the employee to report in writing on the appropriate forms of the Railway promptly, but not later than the end of the shift, trip, or tour, all safety and/or mechanical defects on the equipment which he has operated during that shift, trip, or tour.
- 37.3** It shall be the obligation of the Railway to so inform the employees as to which Supervisor to whom such reports on such equipment will be made.
- 37.4** In the event repairs cannot be effected, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when a Railway employee refuses to operate such identified equipment.
- 37.5** It shall be the obligation of the Railway to

direct the repair **as** necessary to conform with the safe and efficient operation of that equipment.

- 37.6** It shall be the duty of **the** maintenance **shop** employees to perform their duties efficiently and as instructed in such a manner that repairs having been made to correct the safety and/or mechanical defect.
- 37.7** In order to provide adequate vision, front and rear, the Railway shall install heaters, mirrors and heated defrosters on all trucks and tractors. The mirrors will be of a size **not less** than six inches (6") by twelve inches (12") except where a smaller size or a different type is more adequate to the safe operation of the vehicle.
- 37.8** An employee will not be required to operate cranemobiles or similar type equipment or fork lifts on public streets or highways if, in the opinion of the employee, such machine **does** not have adequate visibility for its safe operation.
- 37.9** The Railway shall not require employees to multi-deck trailers **at** night in an area without proper lighting.
- 37.10** Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle, and the Railway shall make available such adequate equipment.
- 37.11** Wherever reasonably possible, trucks shall have installed steps or devices to allow reasonable access to the body.
- 37.12** **All** tractor pulling flatdeck trailers on public

thoroughfares shall be equipped with bulkheads designed to protect the operator of the vehicle.

- 37.13** Any employee required to physically handle quarters or halves of beef or sows shall be provided with a swamper.

RULE 38

USE OF RAILWAY FACILITIES

- 38.1** Where the Railway maintains at its terminals, adequate, clean, sanitary toilet facilities, lockers, lunchrooms, and washrooms having hot and cold running water, it shall be the responsibility of the employees to use all facilities carefully, considerately, and without unnecessary damage and dirtiness.

RULE 39

FIRST AID

- 39.1** The Railway shall provide first aid provisions in accordance with the Workers' Compensation Act.
- 39.2** Any employee holding a First Aid Certificate recognized under Workers' Compensation Board regulations who is designated by the Railway to carry out the duties of a First Aid Attendant shall receive, in addition to his regular hourly rate, a premium of thirty (30) cents per hour for a "C" Certificate, forty (40) cents per hour for a "B" Certificate, and fifty (50) cents for an "A" Certificate.

RULE 40
CLOTHING

- 40.1** Where an employee is required to wear any kind of uniform as a condition of continued employment, such uniforms shall be furnished and maintained by the Railway at no cost to the employee. No employee shall be disciplined or discharged for refusing to wear a uniform that does not bear a union label.
- 40.2** Employees must furnish at their own expense suitable clothing, shoes and winter weather protective clothing in order to perform their job efficiently and safely except as provided in Rules 40.3 and 40.4.
- 40.3** Any employee physically handling fresh fish, frozen fish, fish entrails, meats, hides, creosoted items, lamp black, ink, acids and ore concentrates in substantial quantities shall be provided with rubber or leather aprons, coveralls, smocks and gloves, as is appropriate.
- 40.4** Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals shall be provided with adequate protective clothing and equipment as required by Workers' Compensation Board regulations and the cost shall be borne by the Railway.
- 40.5** Mechanics and Mechanics' Helpers on duty in the Railway's Vehicle Repair Shop at North Vancouver will be provided with two (2) pairs of clean coveralls per week.
- 40.6** The Railway will supply two (2) sets of coveralls for regular employees where the nature of work requires same.

RULE 41
UNION OFFICERS

- 41.1** The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Railway in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Railway will recognize Shop Stewards and not discriminate against them for lawful Union activity. Shop Stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance and Arbitration Procedure, Steps 1 and 2; where possible, if it does not interfere with efficient operations, such participation will take place during the regular working shift.
- 41.2** Authorized agents of the Union will notify the Railway Terminal Supervisor to gain access to the Railway's establishments during working hours for the purpose of investigating conditions related to this Agreement. Such access shall in no way interrupt the Railway's working schedule.

RULE 42
JOB SECURITY AGREEMENT

- 42.1** A master Job Security Agreement is in effect, the text of which is outlined in the current Supplemental Agreement. It is agreed that further Job Security Agreements will be negotiated in concert with the other unions signatory to the Supplemental Agreement.

RULE 43

GRIEVANCE AND ARBITRATION PROCEDURE

43.1 Whenever any dispute arises between the Railway and the Union or between the Railway and one or more employee, the employees in the bargaining unit shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

43.2 Time limits to institute this grievance procedure are:

(a) Termination or lay-off - ten (10) calendar days.

(b) All other grievances - thirty (30) calendar days.

Time limits shall be calculated from the date the employee receives a statement or is given proper notification.

Step 1

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

Step 2

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

Step 3

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Railway over the interpretation or the application of the provisions of this Agreement including any dispute as to

whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Railway. The representatives of the Union and the Railway shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4

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

- 43.3 If the parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.
- 43.4 The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his

decision will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 43.5** The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter, or change any provisions of this Agreement.
- 43.6** The cost of the arbitrator will be borne equally by the Union and by the Railway.
- 43.7** Under Step 3 of the Grievance and Arbitration Procedure, the Railway will act as Recording Secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Railway representatives. Under Step 3, the meeting chairman will be rotated between the Union and the Railway.

RULE 44

DISCIPLINE RECORDS

- 44.1** An employee will be entitled to receive a copy of any disciplinary record placed on his file, including written reprimands at the time the incident occurs, with a copy to the Union forthwith.
- 44.2** An employee will receive a copy of any written reprimand or warning letter placed on his file. Such written reprimand or warning shall become a permanent part of the employee's personal work history.

RULE 45

RATES OF PAY AND ALLOWANCES

45.1 Rates of Pay

	EFFECTIVE	
	Aug. 1/85	Feb. 3/86
Messenger and Office Girl or Boy	\$10.35	\$10.87
Posting Clerk	11.87	12.46
PBX Operator - Clerk	12.61	13.24
Clerk Typist	12.61	13.24
Comb. Baggage man and Cleaner	12.87	13.51
Clerk-Stenographer	13.14	13.80
Checker (Yard)	13.14	13.80
Billing Typist I	13.14	13.80
Demurrage Clerk	13.41	14.08
Billing Typist 2	14.04	14.74
Locomotive and Car Foreman's Clerk	14.04	14.74
Train Clerk	14.04	14.74
O.S. and I). Clerk	14.04	14.74
Clerk (Supt. of Motive Power)	14.04	14.74
Foreman's Clerk (Freight Shed)	14.04	14.74
Interchange Clerk	14.36	15.08
Records Clerk	14.36	15.08
Machine Clerk 2	14.36	15.08
Switching Clerk	14.36	15.08
Clerk Stores (Shipping and Receiving)	14.36	15.08

EFFECTIVE

Aug. 1/85 Feb. 3/86

Senior Billing Typist	14.36	15.08
Cashier (Line)	14.36	15.39
Rate Clerk - Biller	14.66	15.39
Assistant Cashier (North Vancouver and Prince George)	15.01	15.76
Rate Clerk 3	15.01	15.76
Machine Clerk 3	15.01	15.76
General Clerk	15.01	15.76
Senior Rate Clerk	15.58	16.36
Cashier (North Vancouver, Quesnel, Williams Lake and Prince George)	15.94	16.74
Warehouseman 1	13.41	14.08
Warehouseman (Stores)	13.70	14.39
Warehouseman 2	14.04	14.74
Warehouseman 3 (Line)	14.36	15.08
Warehouseman 4	14.66	15.39
Cranemobile Operator	15.31	16.08
Warehouseman 5	15.31	16.08
Assistant Truck Dispatcher	15.58	16.36
Warehouseman 6	15.58	16.36
Stores Foreman	15.58	16.36
Shed Foreman	16.31	17.13

	EFFECTIVE	
	Aug. 1/85	Feb. 3/86
Truck Dispatcher	16.31	17.13
Warehouseman 7	16.31	17.13
Truck-Driver Warehouseman (Tractor-Trailer)	15.97	16.77
Truck-Driver Ware- houseman (Operat- ing truck with freight carrying capacity up to and including 2000 lbs.)	14.94	15.69
Truck-Driver Warehouseman (operating truck with freight carrying capacity over 2000 lbs.)	15.80	16.59
Vehicle Repair Shop Foreman	17.7)	18.68
Mechanical Technician (Journeyman)	17.34	18.21
Trainee Mechanical Technician		
1st Year	14.92	15.67
2nd Year	15.37	16.14
3rd Year	15.97	16.77
Thereafter	16.42	17.24
Mechanic's Helper		
1st Year	13.25	13.91
2nd Year	13.56	14.24
Thereafter	13.86	14.55

- 45.2** A Mechanical Technician (Journeyman) must have a British Columbia proficiency certificate and have full knowledge of various types of vehicles including highway trailers. A Mechanical Technician (Journeyman) must be capable of servicing and major tuneup of all equipment, types of engines and must be capable of undertaking acetylene and arc welding repairs in the shop and field.
- 45.3** A mechanic's helper is required to make minor repairs and assist the Mechanics.
- 45.4** A new maintenance employee who presents proof that he has been employed elsewhere in the category of employment of which he is employed for a period of six (6) consecutive months or more in a satisfactory manner will be credited from the time said proof is furnished to the Railway with that service in the application of the graduated rate scale as set forth in this Rule.
- 45.5** Employees assigned at Fort Nelson Terminal will be paid an additional twenty-five (25) cents 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.
- 45.6** Employees who are designated to train other employees will receive five dollars (\$5.00) in addition to their regular wages for each working day.
- 45.7** When an employee from a higher rated position is requested to work temporarily at a

lower rated position, the employee shall continue to be paid at the rate for the higher rated position. Where an employee from a lower rated position is requested to work in a higher rated position for two (2) hours or more, the employee shall be paid for the entire day at the rate paid for the higher rated position.

- 45.8** Employees who perform compensated service in January of any year shall be allowed forty (40) dollars in lieu of safety clothing and footwear. The allowance shall be paid in the first pay period of February each year.
- 45.9** The Railway will provide a Mechanical Technician Journeyman, a Trainee Mechanical Technician and a Vehicle Repair Shop Foreman a tool allowance in the sum of One Hundred Fifty (\$150.00) dollars per year. This amount is to be paid in February to those employees shown on the payroll during the month of January.
- 45.10** The following conditions will apply to drivers operating on a mileage basis for trips in excess of one hundred (100) miles between Prince George and Prince Rupert.
- (a) Forty-one (.41) cents per mile for all miles driven over No. 1 Highways effective January 1, 1986. Effective October 1, 1986, the mileage rate will change to forty-two (.42) cents per mile.
 - (b) Drivers will receive seventy (.70) cents per hour subsistence to cover meals, with the understanding that the seventy (.70) cents will be paid on the total number of hours a driver is away from

his home terminal for all time while away.

- (c) Drivers will be paid the regular hourly rate of pay for loading, unloading, waiting to load or **unload**, waiting for roads to be cleared, waiting for repairs to equipment, chaining or unchaining, fueling equipment when drivers perform the function, hooking and unhooking equipment, switching or complete interchange of equipment. The mileage rates are composite rates and shall be paid to compensate for the following duties performed: driving, checking equipment, making out reports required by the Railway.
- (d) Drivers operating on a mileage basis shall be paid the regular hourly rate of pay, **plus** mileage for all hours in excess of ten (10) hours in a twenty-four (24) hour period.
- (e) Upon reaching their destination, drivers will be required to take an eight (8) hour break prior to returning home, and prior to being recalled for duty after they have returned home. In the event a driver is required to lay over **away** from home in excess of his eight (8) hour break, the driver will be paid the hourly rate of pay for hours in excess of the (8) hour break, to a maximum of ten (10) hours in each twenty-four (24) hour period of lay over.
- (f) Unless otherwise provided herein, mile-

age rated drivers will be subject to all provisions of this Agreement.

- (g) Drivers will be provided with hotel accommodations while taking their eight (8) hour break, which accommodations shall be paid for by the Railway.

RULE 46

SHIFT DIFFERENTIAL

- 46.1** Employees whose regularly assigned shifts **commence** between 1500 and 2259 hours shall receive a shift differential of thirty (30) cents per hour, and employees whose regularly assigned shifts commence between 2300 and 0559 hours shall receive a shift differential of thirty-five (35) cents 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 vacation, General Holidays, etc.
- 46.2** The application of shift differential will apply in the following manner:
 - (a) A regular day shift employee who is required to double onto the afternoon shift to relieve another employee who is offwork will receive the differential rate of thirty (30) cents per hour as well as the overtime rate of pay.
 - (b) A regular day shift employee who is required to cover the night shift to relieve another employee who is off **work** will receive the differential rate of thirty-five (35) cents per hour as well as the overtime rate of pay.

- (c) Similarly, a regular afternoon shift employee who doubles onto the night shift to relieve an employee who is off work would receive the thirty-five (35) cents per hour differential plus the overtime rate of pay.
- (d) A regular night shift employee who is required to simply work overtime for a certain time will continue to receive the thirty-five (35) cents per hour differential rate in addition to the overtime rate of pay for time worked on the day shift.
- (e) A regular night shift employee who is required to double onto the day shift will not receive the differential for the extra shift.
- (f) However, a regular afternoon shift employee who simply works overtime onto the nightshift would only continue to receive the thirty (30) cents per hour differential rate in addition to the overtime rates for all time worked on the night shift.
- (g) A regular day shift employee who is simply required to work Overtime on the afternoon or night shift for a certain time would not receive the shift differential rate in addition to the overtime rate of pay.
- (h) Overtime rates are calculated on regular rates of pay, not on regular rates plus a shift differential rate.

RULE 47

USE OF TEAMSTER COMPANIES

- 47.1 At points where the volume of traffic is insufficient for the Railway to maintain a tractor, Teamster companies will be used unless no Teamster company is available at the point.
- 47.2 At points where BC Rail tractors and drivers are used, there may be fluctuations in traffic necessitating the use of hired tractors. The Railway will in these instances use companies shown on the list of companies provided by the Union, and non-union tractors and drivers will not be used unless no Union companies are available. The Union will, from time to time, provide the Railway with a list of acceptable cartage firms.
- 47.3 It is understood the Union reserves the right to remove from the current list any company that does not live up to their contractual obligation with the Teamsters.

RULE 48

SECTION 96 (1) OF THE LABOUR CODE

- 48.1 The provisions of Section 96 (1) of the Labour Code of British Columbia are excluded from this Agreement.

RULE 49

**AMENDMENTS TO THE
COLLECTIVE AGREEMENT**

- 49.1 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.

RULE 50

SAVINGS CLAUSE

- 50.1 If any Rules of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Rules should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, shall not be affected thereby.

RULE 51

TERM OF AGREEMENT

- 51.1 Except as otherwise provided herein, this Agreement shall be in full force and effect from the sixth day of February, A.D. 1984 until the thirtieth day of June, A.D. 1987 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 thirtieth day of June, A.D. 1987 or immediately preceding

any succeeding thirtieth day of June thereafter, by written notice to the other party:

- (a) require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective agreement, or a new collective agreement.
- (b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid; or
- (c) terminate the Agreement on the next succeeding anniversary date thereof.

51.2 Except as otherwise provided in a specific Rule, all revisions from the previous agreement and all new Rules are effective from the 11th day of February 1986.

51.3 Should either party give written notice to the other party pursuant to Rule 51.1 (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 4th day of June. A.D. 1986.

FOR THE COUNCIL OF TRADE UNIONS ON BC RAIL:

N.D. Farley
N.D. Farley

J.F. Edwards
J.F. Edwards

R. Dhensaw
R. Dhensaw

G.D. [Signature]
G.D. [Signature]

E.A. Patenaude
E.A. Patenaude

C.S. Mulhall
C.S. Mulhall

V.L. Paul
V.L. Paul

FOR THE GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 31:

J.F. Edwards
J.F. Edwards

FOR BC HAIL:

Brian Foley
Brian Foley

D.M. Pysh
D.M. Pysh

D.M. Sawchuk
D.M. Sawchuk

W.R. Carkner
W.R. Carkner

R.E. Leche
R.E. Leche

SOURCE	Comp		
EFF.	01	02	82
COLLECTIVE AGREEMENT PERIOD	05	02	84
No. OF BETWEEN EMPLOYEES	240		
NOMBRE D'EMPLOYÉS			

THE BRITISH COLUMBIA RAILWAY COMPANY
(hereinafter called the "Railway")

AND

THE COUNCIL OF TRADE UNIONS ON
THE BRITISH COLUMBIA RAILWAY /
(hereinafter called the "Council")

an behalf of

THE GENERAL TRUCK DRIVERS &
HELPERS LOCAL UNION NO. 31

GOVERNING
RATES OF PAY
AND
RULES OF SERVICE

Revision of 1981

- 1 -

APR 14 1982

~~603 9 001 04~~

PREAMBLE

This Agreement is effective February 1, 1982 and supersedes all previous Agreements, rulings, and interpretations which are in conflict therewith.

SCOPE

RULE 1

This Agreement shall govern working conditions and compensation of employees in the classifications set forth in this Agreement and the certificate of bargaining authority insofar as their recognized representation for bargaining purposes is and shall be the General Truck Drivers and Helpers Local Union No. 31.

PURPOSE OF AGREEMENT

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It is recognized by this Agreement to be the duty of the Railway and the Union and the employees to fully cooperate, individually and collectively, for the advancement of conditions.

RULE 3

The parties agree at all times as fully as it may be within their power, to further the interest of the Railway industry.

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It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise during the term that this Agreement shall be in force.

PROTECTION OF CONDITIONS

RULE 5

The Railway agrees not to enter into any Agreement or contract with Railway members of this Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

RULE 6

It shall be a violation of this Agreement for the Railway to require that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

RULE 7

The Union undertakes that no terms more advantageous than those contained herein will be extended to or agreed with any competitor of the Railway without first notifying the Railway.

RULE 8

The Railway will not use the services of owner operators or Dependent Contractors. However, the Railway may utilize rented or dry lease equipment provided it is operated by Railway employees covered under the conditions of this Agreement.

UNION LABEL

RULE 9

It shall not be a violation of this Agreement for an employee to post tin Teamsters' Union Label in a conspicuous place in the cab of tin vehicle a equipment he is operating. The said label to be a size not in excess of Una inches (3") by four inches (4") and not in be attached to any glass area.

TRANSFER OF TITLE OR INTEREST

RULE 10

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In tin event an entire business a My Part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business a any part thereof shall continue to be subject to the terms and conditions of this Agreement fa the life thereof. The Railway shall notify We Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership a bankruptcy proceedings not including the financial arrangements thereof.

ESTABLISHMENT OF NEW POSITIONS

RULE 11

Where new positions for which rates of pay are not established by this Agreement are put into use, rates governing such positions of employment shall be subject to negotiations between the Parties. The rate established shall be retroactive to the date of implementation.

RULE 12

Where there is sufficient change in the responsibilities of a position, compensation for that position shall be adjusted by agreement with the Union.

RULE 13

Positions, (not employees) shall be rated and the transfer of rates shall not be permitted except by agreement between the Railway and the Union.

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MANAGEMENT RIGHTS

RULE 14

Subject to the terms of this Agreement all matters concerning the operations of the Railway shall be reserved to the management. The Union recognizes that it is function of the Railway:

- (a) To maintain order, discipline and efficiency.
- (b) To discharge, suspend for proper cause.
- (c) To increase and decrease working force.
- (d) To make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations to be filed with the Union.
- (e) An employee will be entitled to receive a copy of any disciplinary record placed on his file, including written reprimands at the time the incident occurs, with a copy of the Union forthwith.

POSTING OF AGREEMENT

RULE 15

The Railway will provide bulletin boards at all Terminals or offices for such notices as the Union may from time to time wish to post. The said notices shall be posted and signed by an elected or appointed Shop Steward or other authorized representative of the Union.

ADMINISTRATION OF AGREEMENT

RULE 16

Nothing in this Agreement prevents the addition, deletion or revision of any provision thereof during the term of Ma 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.

RULE 17

Whenever Ma use of male gender is used herein it shall apply to the female gender where applicable.

RULE 18

The headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

HOURS OF SERVICE

RULE 19

Part-time employees covered by this Agreement shall be paid for all time spent in the service of the Railway. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until he is effectively released from duty with a minimum of four (4) hours

RULE 20

Except as otherwise provided, regular employees shall be assigned to a five (5) day, forty (40) hour work week. Eight (8) consecutive hours service exclusive of regular meal period shall constitute a day's work.

RULE 21

Hours of daily service when established shall not be changed without thirty-six (36) hours' notice. This shall apply to changes of less than two (2) hours.

RULE 22

When a meal period is provided it shall not be before the employee has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours, unless otherwise mutually agreed between the parties.

RULE 23

Except as otherwise provided or mutually agreed, the maximum meal period shall be of one (1) hour's duration.

RULE 24

If the meal period is not afforded within the allowed agreed time limit and is worked, the meal period shall be paid for at regular rate and twenty (20) minutes with pay allowed in which to eat at the first opportunity.

RULE 25

On shifts the hours of duty of which commence between 2200 and 0659, if mutually agreed thirty (30) minutes may be allowed for meal without deduction in pay.

RULE 26

Employees required to work more than one (1) hour beyond their assigned hours of service shall be granted a second meal period of thirty (30) minutes with pay prior to commencing the second tour of duty.

RULE 27

On continuous shifts thirty (30) minutes shall be allowed for meals without deduction in pay.

RULE 28

An employee shall be entitled to one break of fifteen (15) minutes during both the first half and second half of any shift.

OVERTIME

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RULE 29

- (a) Overtime, as referred to in this Agreement, shall be paid at one and one-half times the regular rate.
- (b) Effective January 1, 1982 employees desiring to accumulate overtime hours worked may do so under the following conditions:
 - (a) employee must declare his intention prior to January 1 of each year.
 - (b) a maximum of 80 straight time hours only will be permitted in any calendar year.
 - (c) accumulated hours must be taken within the year in which they accrued.
 - (d) overtime worked during the month of December will not be accrued.
 - (e) accumulated hours at the accrued rate of pay will be allotted to the employee.
 - (f) such accumulated time will be taken consistent with the efficient operation of the Railway.

RULE 30

Except as otherwise provided, all tins worked on proper authority prior to and/or immediately following an eight (8) hour shift, exclusive of regular meal period, shall ~~be~~ considered as overtime and paid for on the actual minute basis at the applicable overtime rate.

RULE 31

Employees shall not be required to suspend work during their regular working hours to absorb overtime.

RULE 32

Regular employees notified or called to perform work *01/01/2010* not continuous with, before or after the regular work period shall be paid for such service at the overtime rate on the minute basis with a minimum of three (3) hours.

RULE 33

Employees will ~~be~~ required to complete unscheduled overtime continuous with their shift.

RULE 34

The distribution of overtime will be handled on a local basis by agreement between the Union's representatives or the Shop Steward and the Railway Supervisor in charge.

1 In the event employees are not available for overtime, the most junior employee in the classification will be required to work.

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RULE 36

Compensation of ~~time~~ for an employee temporarily transferred at the instance of the Railway from his regular position to another position shall not operate so that he will earn any less than he would have earned in his regular position.

ASSIGNED REST DAYS

RULE 36

Except as otherwise provided, employees shall be assigned two (2) rest days off duty in each seven (7) days. The rest days shall be consecutive, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday, and then to Sunday and Monday.

RULE 37

In any dispute as to the necessity of departing from the pattern of two (2) consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent upon the Railway to show that such departure is necessary to meet operational requirements, and that otherwise additional staff for relief service of working an employee on one of his assigned rest days would be involved.

RULE 38

All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

RULE 39

Employees, who are required to work on their regularly assigned rest day(s) shall be paid at the overtime rate with a minimum of three (3) hours at the overtime rate for which three (3) hours service may be ~~wind~~.

GENERAL HOLIDAYS

RULE 40

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

1. An employee who qualifies in accordance with Section 2 of this Rule shall be granted a holiday with pay on each of the following general holidays, including a general holiday falling on an employee's rest day:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

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

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2. In order to qualify for pay for any one of the holidays specified in Section 1 of this Rule, an employee -

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(a) must have been in the service of the Railway and available for duty at least thirty (30) calendar days;

(b) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days.

This Clause (b) does not apply in respect of any employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday, or who is in receipt of a who subsequently qualifies for weekly sickness benefits because of illness on such holiday.

A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required.

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(c) must be entitled to wages for at least twelve (12) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday. This clause (c) does not apply to an employee who is required to work on the holiday.

3. A qualified employee whose vacation period coincides with any of the general holidays specified in Section 1 of this Rule shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

4. An employee who does not qualify under Section 2 with respect to pay for a General Holiday and who is required by the Railway to work on Mat day shall be paid in accordance with the provisions of the

applicable collective agreement.

5. (a) An assigned employee qualified under Section 2 of this Rule and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate of his regular assignment.

(b) An unassigned or spare employee qualified under Section 2 of this Rule and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the shift in which such employee worked on his last tour of duty prior to the general holiday.

(c) An employee qualified under Section 2 of this Rule and who is required to work on a general holiday shall be paid, in addition to the pay provided in Subsection (a) hereof, at overtime rates for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hours service may be required but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employee on a general holiday, the provisions of this Clause shall apply to the first shift only.

6. Shifts or tours of duty commencing between 0001 and 2359 during the general holiday, both times inclusive, shall be considered as work on that holiday.

SENIORITY

RULE 41

A regular employee shall be considered as such an employee of the Railway when:

- (a) He has completed his probationary period.
- (b) He makes himself available to the Railway for full time employment. Employees not available for permanent employment shall not accumulate seniority.
- (c) He has no other outside employment except where such employment may be specifically permitted under provisions of this Agreement.
- (d) It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off provided the employee complies with Subsection (b) herein.

RULE 42

A seniority roster of all employees, showing name and date of entry into the service, coming within the scope of this Agreement, shall be posted in a place accessible to all the employees concerned.

RULE 43

The roster shall be revised and posted on January 31st, May 31st, and September 30th of each year, and shall, be open for correction for a period of ninety (90) days from the date of posting, on presentation of proof of error by an employee or his accredited representative. Copies of current roster will be provided to the Union.

RULE 44

All newly hired employees shall be considered as probationary employees for the first ~~forty-five (45)~~²⁰¹₀₃ working days. In the event of discharge or lay off the Railway shall inform the probationary employee as to whether the employee has been discharged or laid off and the reasons therefor in writing within three (3) calendar days. While employed during the probationary period, the employee shall be entitled to all rights and privileges as provided in this Agreement.

RULE 45

Part-time employees will not be used to deprive any of the regular employees the conditions of this Agreement.

RULE 46

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

RULE 47

All employees coming within the scope of this Agreement shall comprise one seniority group.

RULE 48

Seniority shall be maintained in the reduction of the working force, providing the senior employee is qualified to perform the remaining job or jobs.

RULE 49

When positions are to be abolished, five (5) working days' advance notice will be given, except in the case of a strike or work stoppage in the Railway industry, in which case a shorter notice may be given.

RULE 50

Employees whose positions are abolished, or who are displaced, will within ten (10) calendar days of notification, exercise their seniority over any other junior employee. In the application of this rule, employees will not necessarily be required to exercise seniority outside of their home station or terminal. Such employees shall notify the appropriate Railway Officer of the position to which they will exercise their seniority and shall fill that position within five (5) calendar days of date of notification; except that an employee on approved leave of absence, including annual vacation and bona fide sickness or injury, when their position is abolished or they are displaced, exercise their seniority within ten (10) calendar days from date of expiration of approved leave of absence, including annual vacation and bona fide sickness or injury.

Note: An employee will be considered on laid off status when he exhausts his seniority at his home terminal or station. In order to qualify for Job Security Payments the employee must exhaust his seniority on the system.

RULE 51

When forces are increased, employees shall be notified and returned to work in the order of their seniority, subject to qualifications. Employees desiring to avail themselves of this rule must file their names and addresses with the proper Officer of the Railway, sending a copy to the Union. An employee's services will be terminated if he fails to report for duty or give satisfactory reasons for not doing so within seven (7) calendar days from the date of notification.

RULE 52

Except as may be mutually agreed between the Officers of the Railway and the accredited representatives of the employees, an employee who has not performed any service for the Railway for a period of twelve (12) months, on account of reduction of forces shall be removed from the seniority roster and the Railway be under no further obligation to such employee.

RULE 53

Except as may be mutually agreed, employees accepting transfer to a position covered by another collective agreement, shall lose all seniority rights and shall be removed from the seniority list.

RULE 54

(a) Effective September 1, 1976, an employee accepting a transfer within the Railway to a position not covered by a Collective Agreement, shall retain rights and continue to accumulate seniority for a period of six (6) months from date of transfer. If during Ma six (6) months he returns to the bargaining unit, *in* shall m i s e seniority as per the provisions of Rule 50. If he elects to remain outside the bargaining unit at the expiration of six (6) months, his rights and accumulated seniority under this Collective Agreement shall be "temporarily suspended" until such time as he returns to the bargaining unit. In such event, on the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising subsequent bidding rights.

Effective August 1, 1977, an employee accepting a transfer within the Railway to a position not covered by a Collective Agreement, shall retain rights and continue to accumulate seniority for a period of six (6) months from date of transfer. If *in* elects to remain outside the bargaining unit at the expiration of six (6) months, the employee shall relinquish all seniority rights.

EXAMPLE - John Smith, *kith* a seniority date of July 1, 1970 takes a position outside the bargaining unit on July 1, 1976. Six (6) months later, on January 1, 1977, he elects to remain outside Ma bargaining unit. On January 1, 1980, Smith returns to the bargaining unit. He ~~may~~ only exercise that amount of seniority accumulated between July 1, 1970 and January 1, 1977.

(b) It is recognized that under Ma terms Of the, Collective Agreement in effect July 31, 1975, a number

of Railway employees in supervisory positions outside the bargaining unit had, and will continue to have rights and accumulated seniority protected except as follows:

Those employees occupying supervisory positions outside the bargaining unit prior to September 1, 1976 shall have their rights and accumulated seniority temporarily suspended as of September 1, 1976 and if returned to a position within the bargaining unit subsequent to September 1, 1976 may only exercise seniority accumulated up to September 1, 1976.

Effective August 1, 1977, those employees who have elected to remain outside the bargaining unit prior to August 1, 1977, may return to the bargaining unit as an unassigned employee or until he is able to exercise his accumulated seniority to a vacancy for which qualified.

(c) Employees who by reason of seniority are laid off on account of a reduction of the work force, may accept employment into another division, if work is there available, but are required to return to this bargaining unit when forces are again increased as provided for in Rule 51.

RULE 55

In the event the British Columbia Railway Company is acquired by another Railway or corporation, the Board of Directors will recommend that the employees be granted seniority on the company acquiring the Railway from the date of their employment on the British Columbia Railway Company with "Homestead" or protected rights on their former territory.

BULLETINING OF POSITIONS

RULE 56

New positions, or vacancies shall be bulletined promptly for a period of ~~seven~~ (7) calendar days. Employees desiring such positions shall file their applications with the designated officer within that time, and an appointment shall be made within seven (7) calendar days thereafter. In the event of an employee withdrawing his application for a position, it must be done in writing.

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RULE 57.

The name of the appointee shall immediately thereafter be posted where the position was bulletined; pending appointment, where practicable, the senior qualified employee desiring the vacancy shall be appointed to the position.

RULE 58

Employees awarded bulletined positions shall be transferred within seven (7) calendar days, if feasible, after closing date of bulletin. If not so transferred they shall be paid the rate of such position, or the position worked, whichever is greater, commencing on the date of the closing of the bulletin, but in any event the transfer must be completed within thirty (30) calendar days.

RULE 59

An employee who leaves his assignment by bid causing it to be bulletined, will not be permitted to return to it until it again becomes vacant unless he is the only applicant or the position bid in is abolished.

RULE 60

Temporary vacancies of a known duration of thirty (30) days or more, other than annual vacation with pay, shall be bulletined. The employee awarded the temporary vacancy will return to his permanent position on completion of the temporary vacancy.

RULE 61

(a) When more than one vacancy or new position is bulletined at the same time, employees shall have the right to bid on any or all, Stating preference. Nothing in these rules shall be construed to prevent employees bidding on all bulletined positions, irrespective of whether tin position sought is of the same, greater, or lesser remuneration.

(b) Unassigned regular employees accumulating seniority under Rule 41 must apply for all permanent and temporary positions bulletined at their home station or terminal for which they are qualified. In tin event that no applications are received tin senior qualified unassigned regular employee at that location will be assigned and will be considered as having exercised his seniority rights.

(c) Bulletins shall show location, title, rates of pay, hours of service, regular assigned rest days, nature of duties and, if temporary, the approximate duration.

RULE 62

A position will be re-bulletined if there is change in location, rate of pay, regular assigned rest days, or hours of service involving change of two (2) hours or more.

RULE 63

Copies of bulletins for new positions or vacancies and assignments shall be mailed promptly to all Shop Stewards.

RULE 64

The assignment of employees shall be based on ability and seniority. Ability being sufficient, seniority shall prevail. The Officer of the Railway in charge shall be the Judge, subject to appeal. Such appeal will be made in writing within thirty (30) calendar days of the appointment as set out in the Grievance Procedure.

In the event an appeal is made, the duly accredited representative of the employee shall be furnished, upon written request, the reasons for the decision in writing.

RULE 65

(a) Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of the employees concerned.

(b) Employees who are designated to train other employees will receive five dollars (\$5.00) in addition to their regular wages for each working day.

RULE 66

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When an employee from a higher rated position is requested to work temporarily at a lower rated position, he shall continue to be paid at the rate for the higher rated position. Where an employee from a lower rated position is requested to work in a higher rated position for two (2) hours or more, he shall be paid for the entire day at the rate paid for the higher rated position.

RULE 67

(a) An employee assigned to a position by bulletin will receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a period not exceeding thirty (30) calendar days, the length of time to be dependent upon the character of the work. Failing to demonstrate his ability to do the work within the period allowed, he shall be returned to his former position without loss of seniority.

Should an employee fail to demonstrate his ability to perform the work during the period allowed, he and his Shop Steward will be entitled to receive an explanation in writing from the appropriate officer of the Railway, including the reason for the decision rendered, which shall be subject to appeal in accordance with the applicable grievance procedure.

(b) Employees declining promotion shall not lose their seniority of service.

RULE 68

Employees within ten (10) calendar days after their return from approved leave of absence, including annual vacation and bona fide sickness or injury, may exercise their seniority rights to any position bulletined during their absence.

TRAVELLING TIME AND ALLOWANCES

RULE 69

Employees assigned to duties by the Railway which require travelling away from home station, while so assigned, shall be credited with their regularly assigned hours at home station and in addition shall be paid for all time worked on proper authority outside the limits of such regularly assigned hours. They shall be paid also all actual necessary expenses, upon production of receipts. Where an automobile mileage allowance is paid, such allowance shall be in accordance with current Railway regulations.

RULE 70

If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from the Worker's Compensation Board for that day.

RULE 71

In the event the Railway should require any employee covered by this agreement to engage in work on construction in the confines of a construction site coming within the jurisdiction of an agreement which has established more favourable wage rates than those herein contained, such employee shall be entitled to be paid at the more favourable wage rates. Mile he is so engaged.

RULE 72

Foremen and Assistant Foremen, when so designated and classified by the Railway shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, suspend or discipline employees. He shall be a member of the Union and be entitled to the provisions of the Collective Agreement.

ATTENDING COURT AND JURY DUTY

RULE 73

Employees required by the Railway to attend Court, or other public investigations, shall be paid schedule rates for the time lost and shall be reimbursed actual reasonable expenses when away from home, upon production of proper receipts. In such cases the Railway shall receive the witness fees.

RULE 74

(a) Any regular full-time employee who is required to perform jury duty on a day on which he would normally have worked, or 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 by the Railway for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty,

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The employee Will be required to furnish proof Of jury service or witness attendance and jury duty pay or witness attendance fees received there from and the employee shall be responsible to account to the Railway for Witness fees received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

(b) This clause will have no application for an employee on leave of absence or when receiving benefits under the Health and Welfare Plan, annual vacations, Workers' Compensation or as otherwise covered in this Agreement.

BEREAVEMENT LEAVE

RULE 75

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"Upon the death Of an employee's spouse, child, parent, step-parent, brother, sister, father-in-law, mother-in-law, or grandparents, the employee shall be entitled to three (3) days' bereavement leave without loss of pay provided he has forty-five (45) working days cumulative compensated service. It is the intent of this Article to provide for the granting of leave from work on occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted."

JOB SECURITY

RULE 76

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

NOTE: It is agreed that further Job Security Supplemental Agreements will be negotiated in concert with other Organizations signatory to the Supplemental Agreement.

PAY PERIOD

RULE 77

Except as otherwise mutually agreed between the Parties, all employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee to a day not more than twelve (12) days prior to the day of payment. The pay period shall commence Monday at 0001. The Railway shall provide every employee covered by this Agreement with a separate a- detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

RULE 78

If, as and when an error occurs in an employee's pay cheque, and the amount is the equivalent to one (1) day's pay or more, he shall be entitled, on request, to a cheque being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made, for such shortage.

SEPARATION OF EMPLOYMENT

RULE 79

Except as elsewhere herein provided, upon discharge or quitting, the Railway shall pay all monies due to the employee as soon as possible but not later than the pay day in the week following such discharge a- quitting.

EMPLOYEES' BENEFIT PLAN

RULE 80

Details of the respective Plans are set out in the British Columbia Railway Booklet entitled "Employee Benefits - Schedule". A copy of the booklet will be furnished to all employees upon request.

MEDICAL

RULE 81

(a) Whenever it becomes necessary for a driver to undertake tests for renewal of licenses or tickets, the Railway shall, upon request, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's straight time rate.

(b) Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence shall be reimbursed up to a maximum of fifteen (\$15.00) Dollars towards the cost of the examination, provided a receipt is submitted to the Railway.

RULE 82

(a) Physical or medical examination required by the Railway shall be promptly complied with by all employees, provided however, the Railway shall pay for all such physical or medical examinations and for any time lost as a result thereof during their working hours.

Where a regular employee is required by the Railway to take a medical outside of his regular hours of work, the Railway shall pay, to a maximum of two (2) hours straight time wages for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

(b) If following a medical examination under (a) of this Rule, the employee is dissatisfied with the decision of the Railway doctor, the employee may seek a decision from his personal doctor. Should the decision of the Railway's doctor and the employee's doctor differ, the Railway or the Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Railway's doctor and the employee's doctor, together, shall then select such specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or Health and Welfare Plan Benefits, whichever applies, as a result of such examination(s).

(c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Railway requires a medical examination prior to the employee resuming work.

ANNUAL VACATIONS

RULE 83

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

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, the following will apply:

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

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

(b) Effective January 1, 1982, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least one (1) year shall be allowed one (1) working day's vacation with pay for each sixteen and two-thirds (16 2/3) days' cumulative compensated service or major portion

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thereof, during the preceding calendar year, with a maximum of fifteen (15) working days, until qualifying for further vacation under Section (c) hereof.

(c) Effective January 1, 1982, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least nine (9) years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12 1/2) day's cumulative compensated service or major portion thereof, during the preceding calendar year with a maximum of twenty (20) working days until qualifying for further vacation under Section (d) hereof.

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(d) Effective January 1, 1982, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least seventeen (17) years shall be allowed one (1) working day's vacation with pay for each ten (10) days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days until qualifying for further vacation under Section (e) hereof.

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(e) Effective January 1, 1982, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-four (24) years shall be allowed one (1) working day's vacation with pay for each eight and one-third (8 1/3) days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of thirty (30) working days.

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RULE 84

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

RULE 85

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.

RULE 86

(a) Application for vacation from employees filed between December 15th of the previous year and January 31st, shall insofar as it is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.

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

(c) Employees desiring an advance vacation payment must make application to Payroll not later than five (5) weeks prior to commencing their vacation.

It is understood that the advance vacation payment shall be four percent (4%) of the employee's previous calendar year's earnings less approximately thirty percent (30%) to cover standard deductions.

RULE 87

An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Rule 83, or shall be allowed pay in lieu thereof.

RULE 88

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

RULE 89

An individual who is dismissed for cause and not reinstated in his former standing within two (2) years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Rule 83.

DEDUCTION OF DUES

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RULE 90

(a) Every employee of the Railway covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Railway.

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All employees in the bargaining unit, hired after the date of the signing of this Agreement, shall be required within fifteen (15) days of the date of their employment, as a condition of employment, to sign written authorizations, authorizing the Railway to deduct from his or her earnings each calendar month an amount equivalent to the regular union dues and initiation fees uniformly levied against the members of the Union.

The Railway shall furnish to the Union a list of new employees taken into employment by the Railway, showing the location of the employment within ten (10) days of their being hired.

The Union shall make available to the Railway application cards and authorization cards for dues and initiation fee deductions which the Railway shall have the various Supervisors give to new employees to be filled out and then return same to the Union office in Vancouver within a reasonable time.

(b) The Railway will deduct an amount equivalent to the regular union dues, initiation fees and/or other assessorial charges as levied against him in accordance with the constitution and by-law of the Union of which he is a member and so indicated on the monthly check-off list as provided by the Union to the Railway.

The Railway shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made from the employee's wages.

(c) If his or her earnings are insufficient to permit the deduction as submitted in the monthly statement, no such deductions shall be made from the earnings of such employee by the Railway.

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

(e) The Railway shall not be responsible financially or otherwise, either to this Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deduction 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 the amount directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to this Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time it remits the amount payable to this organization.

(f) 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 as to be made by the Railway pursuant to Clause (b) of this Rule, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the

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

(g) T4 slips issued to all employees will show the amount deducted from the employees as union dues paid to their Union during the year.

SAFETY AND SANITARY CONDITIONS

RULE 91

(a) Maintenance of Equipment - It is to the mutual advantage of both the Railway and the employee that employees shall not operate vehicles which are not in safe operating conditions. No employee will be required to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment, i.e. brakes, steering, signal lights or other lighting equipment.

(b) It shall be the duty of the employee to report in writing on the appropriate forms of the Railway promptly but not later than the end of the Shift, trip or tour all safety and/or mechanical defects on the equipment which he has operated during that shift, trip or tour.

(c) It shall be the obligation of the Railway to so inform the employees as to which supervisor to whom such reports on such equipment will be made.

(d) In the event repairs cannot be effected, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when a Railway employee refuses to operate such identified equipment.

(e) It shall be the obligation of the Railway to direct the repair as necessary to conform with the safe and efficient operation of that equipment.

(f) It shall be the duty of the maintenance shop employees to perform their duties efficiently and as instructed in such a manner that repairs having been made to correct the safety and/or mechanical defect.

(g) In order to provide adequate vision, front and rear, the Railway shall install heaters, mirrors and heated defrosters on all trucks and tractors. The mirrors to be of a size not less than six inches (6") by twelve inches (12") except where a smaller size or a different type is more adequate to the safe operation of the vehicle.

(h) An employee will not be required to operate cranes or similar type equipment or fork lifts on public streets or highways if in the opinion of the employee such machine does not have adequate visibility for its safe operation.

(i) The Railway shall not require employees to multi-deck trailers at night in an area without proper lighting.

(j) Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle, and the Railway shall make available such

adequate equipment.

(k) Wherever reasonably possible, trucks shall have installed steps or devices to allow reasonable access to the body.

(l) All tractor pulling flatdeck trailers on public thoroughfares shall be equipped with bulkheads designed to protect the operator of the vehicle.

(m) Any employee required to physically handle quarters or halves of beef or sows shall be provided with a swanper.

(n) Where the Railway maintains at its terminals, adequate, clean, sanitary toilet facilities, lockers, lunchrooms and washrooms having hot and cold running water, it shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

(o) The Railway shall provide first aid provisions in accordance with the Workers' Compensation Act.

(p) Any employee holding a First Aid Certificate recognized under Workers' Compensation Board regulations who is designated by the Railway to carry out the duties of a First Aid Attendant shall receive, in addition to his regular hourly rate a premium of thirty (30) cents per hour for a "C" Certificate, forty (40) cents per hour for a "B" certificate and fifty (50) cents for an "A" Certificate.

SAFETY CLOTHING AND FOOTWEAR ALLOWANCE

RULE 92

(a) Where any employee is required to wear any kind of uniform as a condition of continued employment, such uniforms shall be furnished and maintained by the Railway at no cost to the employee. No employee shall be disciplined or discharged for refusing to wear a uniform that does not bear a Union Label.

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However, the employee must furnish at his own expense suitable clothing, shoes and winter weather protective clothing in order to perform his job efficiently and safely except as provided in Clauses (b) and (c) of this Rule.

(b) Any employee physically handling fresh fish and frozen fish and fish entrails, meats, hides, creosoted items, lamp black, ink, adds and ore concentrates in substantial quantities shall be provided with rubber or leather aprons, coveralls, smocks and gloves, as appropriate.

(c) Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals shall be provided with adequate protective clothing and equipment as required by Workers' Compensation Board regulations and the cost shall be borne by the Railway.

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(d) Mechanics and Mechanics' Helpers on duty in the Railway's Vehicle Repair Shop at North Vancouver will be provided with two (2) pairs of Clean coveralls per week.

(e) Effective January 1, 1982 employees who perform compensated service in January of any year shall be

allowed forty (40) dollars in lieu of safety clothing and footwear. Re allowance shall be paid in the first pay period of February each year.

(f) The Railway will supply two (2) sets of coveralls for regular employees where the nature of work requires **IVIL**.

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(g) Effective January 1, 1982, the Railway will provide a mechanical technician Journeyman, a trainee mechanical technician and a vehicle repair shop foreman a total allowance in the sum of One Hundred Fifty (150.00) dollars per year. This amount to be paid in February to those shown on the payroll during the month of January.

INSPECTION PRIVILEGES

RULE 93

Authorized agents of the Union will notify the Railway (Terminal Supervisor) to gain access to the Railway's establishments during VMg hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Railway's working schedule.

SHOP STEWARDS

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Re Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Railway in writing forthwith of such appointments and deletions of those employees so

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elected a- appointed. The Railway will recognize Shop Stewards and not discriminate against them for lawful Union activity. Shop Stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure, Steps 1 and 2 and where possible, if it does not interfere with efficient operations such participation will take place during the regular working shift.

PICKET LINES

RULE 95

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An employee will not be disciplined for refusal to cross a legally constituted picket line, but will not receive pay if he refuses to cross a picket line established at the Railway's property.

GRIEVANCE PROCEDURE

RULE 96

Whenever any dispute arises between the Railway and the Union or between the Railway and one or more employees, the employees in the bargaining unit shall continue to work and the dispute shall be adjusted in accordance with the following procedures:

Time limit to institute this grievance procedure:

(a) Termination a- lay-off - ten (10) calendar days.

(b) All other grievances - thirty (30) calendar days. Time limit shall be calculated from the date the employee receives a statement or is given proper

notification.

Step 1

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

Step 2

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

Step 3

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Railway over the interpretation or the application of the provisions of this Agreement including any dispute as to whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Railway. The representatives of the Union and the Railway shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4

When a grievance is not settled at Step 3 of the grievance procedure, either party may refer the matter to an Arbitrator for final and binding settlement. The party requesting arbitration must serve written notice

on the other party within sixty (60) calendar days of the date the grievance was instituted at Step 1 of the grievance procedure. Any grievance not progressed to arbitration within the sixty (60) day time limit shall be considered settled on the basis of the decision rendered at Step 3 of the grievance procedure, and will not be subject to further appeal.

RULE 97

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

RULE 98

The Arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the Arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

RULE 99

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

RULE 100

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

LEAVE OF ABSENCE

RULE 101

When requirements of the Railway's services will permit, any employee hereunder, upon written application to the Railway with a copy of said application to the Union, may, if approved by the Railway, be granted a leave of absence, in writing (with a copy to the Secretary-Treasurer of the Local Union) for a period of thirty (30) calendar days. Under such leaves, the employee shall continue to accumulate seniority.

Such leave may be extended for additional periods in excess of thirty (30) calendar days when approved by both the Railway and the Secretary-Treasurer of the Local Union, in writing, and seniority will accrue during such extensions.

RULE 102

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

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RULE 103

In the event the Railway grants written leave of absence, with a copy to the Union, to an employee who has suffered the revocation of his or her driver's licence, it shall not be a violation of the Agreement for that employee to accept employment elsewhere providing the Railway cannot place employee in another position within the bargaining unit.

RULE 104

Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.

RULE 105

An employee will receive a copy of any written reprimand or warning letter placed on his/her file. Such written reprimand or warning shall become a permanent part of the employee's personal work history.

RATES OF PAY

RULE 106

(a) <u>Classifications</u>	<u>Effective</u>	
	<u>Oct. 5/81</u>	<u>Jan. 24/83</u>
Messenger & Office Girl or Boy	\$ 8.73	\$ 10.00
Posting Clerk	10.02	11.47
PBX Operator - Clerk	10.64	12.18
Clerk Typist	10.64	12.18
Comb. Baggage man & Cleaner	10.86	12.43
Clerk-Stenographer	11.09	12.70
Checker (Yard)	11.09	12.70
Billing Typist 1	11.09	12.70
Demurrage Clerk	11.32	12.96
Billing Typist 2	11.85	13.57
Locomotive & car Foreman's Clerk	11.85	13.57
Train Clerk	11.85	13.57
U.S. & D. Clerk	11.85	13.57
Clerk (Supt. of Motive Power)	11.85	13.57
Foreman's Clerk (Freight Shed)	11.85	13.57
Interchange Clerk	12.11	13.87
Records Clerk	12.11	13.87

(a) <u>Classifications - cont'd</u>	<u>Effective</u>	
	<u>Oct 5/81</u>	<u>Jan 24/83</u>
Machine Clerk 2	12.11	13.87
Switching Clerk	12.11	13.87
Clark Stores (Shipping & Receiving)	12.11	13.87
Senior Billing Typist	12.11	13.87
Cashier (Line)	12.37	14.16
Rate Clerk - Biller	12.37	14.16
Assistant Cashier (North Vancouver & Prince George)	12.66	14.50
Rate Clerk 3	12.66	14.50
Machine Clerk 3	12.66	14.50
General Clerk	12.66	14.50
Senior Rate Clerk	13.14	15.05
Cashier (North Vancouver, Quesnel, Williams Lake & Prince George)	13.45	15.40
Warehouseman 1	11.32	12.96
Warehouseman (Stores)	11.56	13.24
Warehouseman 2	11.85	13.57
Warehouseman 3 (Line)	12.11	13.87
Warehouseman 4	12.37	14.16
Cranenobile Operator	12.92	14.79
Warehouseman 5	12.92	14.79
Assistant Truck Dispatcher	13.14	15.05
Warehouseman 6	13.14	15.05
Stores Foreman	13.14	15.05
Shed Foreman	13.76	15.76
Truck Dispatcher	13.76	15.76
Warehouseman 7	13.76	15.76

(a) <u>Classifications - cont'd</u>	<u>Effective</u>	
	<u>Oct 5/81</u>	<u>Jan 24/83</u>
Truck-Driver Warehouseman (Tractor-Trailer)	13.48	15.43
Truck-Driver Warehouseman (Operating truck with freight carrying capacity up to and including 2000 lbs.)	12.60	14.43
Truck-Driver Warehouseman (operating truck with freight carrying capacity over 2000 lbs.)	13.34	15.27
Vehicle Repair Shop Foreman	14.61	16.73
Mechanical Technician (Journeyman)	14.23	16.75
Trainee Mechanical Technician		
1st Year	12.59	14.42
2nd Year	12.97	14.85
3rd Year	13.48	15.43
Thereafter	13.85	15.86
Mechanic's Helper		
1st Year	11.18	12.80
2nd Year	11.44	13.10
Thereafter	11.69	13.39

NOTE: A Mechanical Technician (Journeyman) must have a British Columbia proficiency certificate and have full knowledge of various types of vehicles including highway trailers. Must be capable of servicing and major tuneup of all equipment, types of engines. Must be capable of undertaking acetylene and arc welding repairs in the shop and field.

A mechanic's helper is required to make minor repairs and assist the Mechanics.

A new maintenance employee who presents proof that he has been employed elsewhere in the category of employment of which he is employed for a period of six (6) consecutive months or more in a satisfactory manner will be credited from time said proof is furnished to the Railway with that service in the application of the graduated rate scale as set forth in this rule.

Employees assigned at Fort Nelson Terminal will be paid an additional twenty-five (25) cents 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.

(b) Shift Differential

Employees whose regularly assigned shifts commence between 1500 and 2259 hours shall receive a shift differential of thirty (30) cents per hour, and employees whose regularly assigned shifts commence between 2300 and 0559 hours shall receive a shift differential of thirty-five (35) cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general

holidays, etc.

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

(1) A regular day shift employee who is required to double onto the afternoon shift to relieve another employee who is off work will receive the differential rate of thirty (30) cents per hour as well as the overtime rate of pro.

(2) A regular day shift employee who is required to cover the night shift to relieve another employee who is off work will receive the differential rate of thirty-five (35) cents per hour as well as the overtime rate of pay.

(3) Similarly, a regular afternoon shift employee who doubles onto the night shift to relieve an employee who is off work would receive the thirty-five (35) cents per hour differential plus the overtime rate of pro.

(4) A regular night shift employee who is required to simply work overtime for a certain time will continue to receive the thirty-five (35) cents per hour differential rate in addition to the overtime rate of pay for time worked on the day shift.

(5) A regular night shift employee who is required to double onto the day shift will not receive the differential for the extra shift.

(6) However, a regular afternoon shift employee who simply works overtime onto the night shift would only continue to receive the thirty (30) cents per hour differential rate in addition to the overtime rates for all time worked on the night shift.

(7) A regular day shift employee who is simply required to work overtime in the afternoon or night shift for a certain time would not receive the shift differential rate in addition to the overtime rate of pay.

(8) Overtime rates are calculated in regular rates of pay not in regular rates plus a shift differential rate.

COVERAGE

RULE 107

Employees who were in service of the Railway on October 5, 1981, or who were employed subsequent thereto, shall, providing they have not been dismissed from the service or left the service of their own accord prior to date of signing this Agreement, be entitled to any amount of increased compensation that may be due them under the terms of this Agreement for time worked subsequent to October 4, 1981.

Employees who were in the service of the Railway on October 5, 1981, or who were employed subsequent thereto and who have been dismissed from the service or left the service of their own accord prior to signatory date of the Agreement, shall be entitled to any amount of increased compensation that may be due them under the terms of this Agreement for the time worked subsequent to October 4, 1981, providing they make application to the Railway within ninety (90) days following signatory date of this Agreement.

SAVINGS CLAUSE

RULE 108

If any rules of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any rules should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, shall not be affected thereby.

TERM OF AGREEMENT

RULE 109

Except as otherwise provided herein, this Agreement shall be in full force and effect from the first day of February, A.D. 1982 until the fifth day of February, A.D. 1984 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 fifth day of February, A.D. 1984 or immediately preceding any succeeding fifth day of February thereafter, by written notice to the other Party:

(a) require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective agreement, or a new Collective Agreement.

(b) terminate the Agreement on the next succeeding anniversary date thereof, and require

the other Party to commence collective bargaining with the view aforesaid: or

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

The benefits provided in item 5 (i), (ii), (iii), (iv) and (v) on page 2 and page 3 of the memorandum of settlement dated October 16, 1981 are effective January 1, 1982.

Except where an article indicates its effective date, all revisions from the previous agreement and all new rules will become effective on the 16th day of November, 1981.

Should either Party give written notice to the other Party pursuant to subsection (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.

NOTE: The provisions of Section 96 (1) of the Labour Code of British Columbia are excluded from this Agreement.

IN WITNESS WHEREOF duly authorized officers and/or representatives of the Parties hereby affix their signatures to this Agreement, this 13th day of January, A.D. 1982.

FOR THE COUNCIL:

N.D. Farley J.F. Edwards
N.D. Farley J.F. Edwards

W.R. Carkner G.D. Lee
W.R. Carkner G.D. Lee

H.M. Hannah C.S. Mithall
H.M. Hannah C.S. Mithall

S.A. Korodyski
S.A. Korodyski

FOR THE RAILWAY:

P.A. MacDonald
P.A. MacDonald

FOR THE GENERAL TRUCK DRIVERS & HELPERS
UNION, LOCAL 31

J.F. Edwards
J.F. Edwards

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1311 West First Street
North Vancouver, B.C.
V7P 1A7
1981-04-29
File: 8306

Mr. J.F. Edwards
Teamsters him
Local 31
490 East Broadway
Vancouver, B.C.
V5T 1X3

Dear Mr. Edwards:

This is to advise you that one tractor is to be transferred to Prince George during the next two weeks, and three Company tractors are being added at North Vancouver. The tractor at Prince George should reduce the hired tractors used at that point.

At points where the volume is insufficient to maintain a tractor. Teamster companies will be used unless no Teamster company is available at the point.

At points where British Columbia Railway tractors and drivers are used, there may be fluctuations in traffic necessitating the use of hired tractors. We will in these instances use companies shown on the list of companies provided by the Union, and non-union tractors and drivers will not be used unless no Union companies are available. The Union will, from time to time, provide the Railway with a list of acceptable cartage firms.

It is understood the Union reserves the right to remove from the current list any company that does not live up to their contractual obligation with the Teamsters.

Vice-President
Operations & Maintenance

Yours truly,

NAM:as

N.A. McPherson