

**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 NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW -- CANADA)
RAIL DIVISION, LOCAL 102
(hereinafter called the "Union")**

JANUARY 1, 1996 TO DECEMBER 31, 1997

**GOVERNING RATES OF PAY
AND RULES OF SERVICE
FOR
LOCOMOTIVE AND CAR DEPARTMENTS**

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PREAMBLE

Gender Neutral Terms:

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

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

RULE 1
HOURS OF WORK AND MEAL PERIOD

1.1 Hours Constituting A Day's Work

Except as otherwise provided in this Agreement, eight (8) hours shall constitute a day's work. All employees coming within the provisions of this Agreement shall be paid on the hourly basis.

1.2 Work Hours For Main Shops

1.2.1 Where one (1) shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m. and, unless otherwise mutually agreed, working hours shall be eight (8) consecutive hours, with an allowance of a thirty (30) minute paid meal period within the limits of the fifth hour.

1.2.2 Where two (2) shifts are employed, the starting time of the shift other than the day shift shall be 4:00 p.m. or 12:00 midnight, and the working hours shall be eight (8) consecutive hours, five (5) nights per week with an allowance of thirty (30) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

1.2.3 Where three (3) shifts are employed, for those employees working on the three (3) shift basis the starting time of the first shift shall be as may be mutually agreed and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of thirty (30) minutes for lunch within the limits of the fifth hour.

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

- (a) Midnight shifts shall be recognized as the first shift.
- (b) Day shifts shall be recognized as the second shift.
- (c) Afternoon shifts shall be recognized as the third shift.

1.2.5 The starting time must be uniform for all employees on each shift, except as may be mutually agreed for the protection of the health of other employees.

1.3 Work Hours For Running Work

1.3.1 Where three (3) eight hour shifts are worked, the hours for commencing duty shall be between 7 a.m. and 8 a.m., 3 p.m. and 4 p.m., and 11 p.m. and midnight.

1.3.2 At running points, shifts shall be designated within a twenty-four (24) hour period as follows:

- (a) Midnight shifts shall be recognized as the first shift;
- (b) Day shifts shall be recognized as the second shift;
- (c) Afternoon shifts shall be recognized as the third shift.

1.3.3 Where one (1) or two (2) shifts per twenty-four (24) hours are worked: Day work - eight (8) hours between 7 a.m. and 5 p.m.; Night work - eight (8) hours between 7 p.m. and 7 a.m.

1.3.4 The starting time for any portion of the staff working on a one or two shift basis at any point may be arranged to commence within the limits named.

1.3.5 The starting time for each employee shall be fixed and shall not be changed without at least twenty-four (24) hours' notice.

1.3.6 Where one (1), two (2) or three (3) shifts are employed, a meal period of thirty (30) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. In main shops, it will be necessary for an employee to be on duty for five (5) hours to qualify for the thirty (30) minute paid lunch period. It is understood that the five (5) hours on duty will include the thirty (30) minute paid lunch period.

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

1.3.8 When, at a particular point, the regular arrival or departure times of trains make these hours not appropriate to the requirements of the service, a regular assignment of the necessary number of employees may, subject to mutual agreement between the President and the proper Officer of the Railway, be arranged to meet these local conditions.

RULE 2 OVERTIME

2.1 Rates Paid For Overtime

2.1.1 All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half

until relieved, except **as** may be provided in Rules hereinafter set out.

2.1.2 Double time for overtime (except as provided in Rule 5 for wrecking service) shall apply after an employee **has** actually performed sixteen (**16**) hours service in any one (1) 24 hour period, computed from the time the employee actually commences work; the straight time allowance shall again become effective at the starting time of an employee's regular shift.

2.1.3 For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour at straight time rates for any such service performed.

2.1.4 Employees will be allowed for services performed continuously in advance of the regular working period a minimum of two (2) hours at straight time rates - the advance period to be not more than one (1) hour.

2.1.5 Employees called **or** required to report for work and reporting will be allowed a minimum of four (**4**) hours for four (**4**) hours work or **less** at the prevailing overtime rate, and will be required to do only such work **as** called for or other emergency work which may have developed after they were called and cannot be performed by the regular work force in time to avoid delays in train movement.

2.1.6 Employees called or notified to return to work in other than their regular assigned hours will, on responding to calls, be advised of the emergency for which called. This will not, however, prevent

employees being used for other emergency work which might develop subsequent to the time called.

2.1.7 Employees called or required to report for work and reporting but not used will be paid at a minimum of four (4) hours at the prevailing overtime rate.

2.2 Hours Considered As Overtime

2.2.1 Except as may be provided in Rules hereinafter set out, work in excess of forty (40) straight time hours or five (5) days in any work week shall be considered overtime and paid at one and one-half times the basic straight time rate, except where such work is performed by an employee due to his moving from one assignment to another or to or from a laid off list, or where rest days are being accumulated under Rule 3.3 (c).

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

2.3 Definition Of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

2.4 Work On Assigned Rest Days

2.4.1 Employees required to work on regularly assigned rest days except when these are being accumulated under Rule 3.3 (c) shall be paid at the rate of time and one-half.

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

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

2.5 Work On Saturdays And Sundays

Employees regularly assigned to work on Saturdays and Sundays or those called to take the place of such employees will be allowed to complete the balance of the day, unless released at their own request. Those who *are* called will be advised as soon as possible after vacancies become known.

2.6 Meals During Overtime

2.6.1 The right of an employee to go for a meal after having performed an hour's work after the completion of his regular shift is unquestioned.

2.6.2 Should an employee continue to work for more than one (1) hour without going for a meal, this shall not debar him from being allowed to go for a meal thereafter, but after the ninth hour it is optional with the employee as to whether he continues to work without going for a meal.

2.6.3 Employees shall not be required to work more than two (2) hours without being permitted to go to meals. After the ninth hour, it is optional with the employee as to whether he continues work without going for a meal. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes at time and one-half.

2.7 Equalizing Overtime

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

2.7.2 At points where sufficient number of employees are employed, employees shall not (except as provided for in Rule 2.5) work two (2) consecutive rest days (holidays to be considered as rest days).

2.7.3 Records will be kept of overtime worked and employees called with the purpose of distributing the overtime equally.

2.8 Banking Overtime

Employees desiring to accumulate overtime hours worked in excess of two (2) hours in any calendar day 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 eighty (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.
- f) such accumulated time will be taken consistent with the efficient operation of the Railway.

2.9 Requirement To Attend An Investigation

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

2.10 Employment Or Temporary Advancement Of Helpers

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

RULE 3
REST DAYS

- 3.1** Except as may be provided in Rules 7.3 and 51.9, employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive as far as is possible, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Railway's operational requirements.
- 3.2** In any dispute as to the necessity of departing from the pattern of two (2) consecutive rest days **or** for granting rest days other than Saturday and Sunday or Sunday and Monday for employees covered by Rule 3.1, it shall **be** incumbent on the Railway to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned **rest** day would be involved.
- 3.3** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees covered by Rule 3.1 at a particular point, the following procedure shall be observed by the local committee and local management. Where arrangements are made under (c) and (d) of this Rule, the President will be advised.
- (a) **All** possible regular relief positions shall be established pursuant to Rule 4.
- (b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be

required under this Agreement, will be explored by the parties.

- (c) Accumulation of rest days shall be considered. Where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five (5) days and rest days so accumulated shall be allowed consecutively when five (5) days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between Officers of the Railway and the President.
- (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (e) If the foregoing does not solve the problem, then some of the relief employees may be given non-consecutive rest days.
- (f) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this **may** be made with two (2) non-consecutive days off.
- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and

thus withhold work from additional relief employees.

RULE 4
ESTABLISHMENT OF RELIEF ASSIGNMENTS

- 4.1** All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Rule 3) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.
- 4.2** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the Officers of the Railway and the President may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- 4.3** Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties, and work locations are those of the employee or employees relieved.

RULE 5
EMERGENCY CALLS AND WRECKING SERVICE

5.1 Payment For Emergency Work

5.1.1 An employee regularly assigned to work at a shop, engine house, repair track or inspection point, when called for emergency work away from such shop, engine house, repair track or inspection point, will be paid from the time ordered to leave the home station until his return for all time worked, in accordance with the practice at the home station, and all time waiting or traveling shall be paid for at straight time rates for straight time hours and time and one-half for overtime hours.

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

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

5.2 Preparatory Time Allowed

If employees are required to leave their home **station** during overtime hours, they will be allowed one (1) hour preparatory time at time and one-half.

5.3 Employees Relieved From Duty

5.3.1 If, during the time on the road, employees in emergency service are relieved from duty between

the hours of 9 p.m. and 7 a.m. and permitted to go to bed for five (5) hours or more, such relief time will not be paid for, provided suitable sleeping accommodation is available.

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

5.4 Service On Rest Days Or Holidays

Employees engaged in wrecking service shall be paid under this Rule, except that all time working, waiting or traveling on assigned rest day(s) including holidays that fall on a rest day shall be paid for at the rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight time hours at home station shall also be paid for at the rate of time and one-half. Time working, waiting or traveling on a holiday which is on a regular work day shall be paid for under Rule 43. The employees' pay shall be continuous, including the meal period during the first twenty-four (24) hours.

5.5 Commencement Of Wrecking Service

Wrecking service will commence at time called

5.6 Minimum Payment For Calls

Employees who are called for wrecking service and who, on responding to a call, *are* not sent out of the terminal will be paid a minimum of three (3) hours at the prevailing overtime rates.

5.7 Applicability

This Rule also applies to Carmen and other Shopmen sent out on the road for other emergency work, except as to Carmen regularly assigned for road repair work as per Rule 7.

5.8 Return From Wrecking Service

5.8.1 Employees who have returned from emergency or wrecking service to their home station between the hours of 0001 and 0600 will be reimbursed actual taxi fare to their place of residence. Receipts must be obtained and claims made on the prescribed form.

5.8.2 Employees returning from wrecking service who commenced such service prior to the eight (8) hour period immediately preceding the starting time of their regular assignment at their home location and who, because of such service, have been unable to secure eight (8) hours rest immediately prior to the starting time of their regular assignment shall be accorded eight (8) hours rest before being requested to report on their regular assignment. The portion of this eight (8) hour rest period which continues into the hours of their regular assignment will be compensated at the straight time rate for the hours lost on their regular assignment as a result of the rest period taken.

RULE 6 TEMPORARY TRANSFERS

6.1 Payment

6.1.1 Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on

a temporary transfer to an outlying point or shop will be paid continuous time from the time ordered to leave their home station to the time of reporting at the point to which sent, straight time rates to be paid for straight time hours at their home station and for all other time, whether waiting or traveling. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

6.1.2 While at such outlying points, employees will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.

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

6.2 Meals And Lodging

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

6.3 Preparatory Time

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

RULE 7 ROAD WORK

7.1 Payment

7.1.1 Employees regularly assigned to roadcar repair work whose tour of duty is regular and who leave

and return to their home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving their home station to the time they return, whether working, waiting or traveling, exclusive of the meal period, in accordance with Rules 7.1.2 through 7.1.7.

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

7.1.3 When such employees do not return daily to their home station or boarding car, they will be paid for all overtime actually worked as per Rules 2.1.1 and 2.1.2. In such cases where meals and lodging are not furnished by the Railway, employees will be paid actual expenses. If lodging is not available at the point where work is performed, employees will be paid according to Rule 5 until they reach lodging, their home station or boarding car.

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

7.1.5 Employees sent out on road repair work under this Rule on regularly assigned rest days shall be paid time and one-half for working, waiting and

traveling with a minimum of eight hours at time and one-half.

7.1.6 Employees sent out on a holiday which is the employee's regular rest day shall be paid in accordance with Rule 43.

7.1.7 Employees sent out on a holiday which is the employee's regular work day shall be paid in accordance with Rule 43 with a minimum allowance of eight (8) hours at the appropriate rate.

7.2 Starting Times

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

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

7.2.3 Exception - Where the schedule of trains interferes with the starting time, an agreement may be entered into by the appropriate Officer of the Railway and the President.

7.3 Road Work Employees Paid 192 Hours Per Four-Week Period

7.3.1 Employees regularly assigned to perform road work and paid on the basis of one hundred and ninety-two (192) hours per four week period shall not be paid less than the minimum hourly rate established for the corresponding class of employee coming under the provisions of this collective agreement. The salary for the 192 hour 4-week period is arrived at by multiplying the hourly rate by 192 hours. No overtime is allowed for time worked

in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

7.3.2 Such employees shall be assigned one (1) regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Rule 2.

7.3.3 Such employees shall be compensated for the General Holidays specified in Rule 43 in accordance with the provisions of Rule 43.3.

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

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

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

7.4 Hourly Rated Employees Away From Home Station Over 30 Days

7.4.1 Hourly rated employees covered by Rules 6 and 7 assigned to perform road work away from their home station for an extended period, over thirty (30) days, will be allowed a reasonable opportunity (not

to exceed 3 days) to visit their home. One (1) day at eight (8) straight hours will be paid in each 30 day period.

7.5 Return from Road Work

Employees required to commence **work** prior to the eight (8) hour period immediately preceding the starting time of their regular assignment shall be accorded eight (8) hours rest before being requested to report for their regular assignment. **The** portion of this eight (8) hour rest period which continues into the hours of their regular assignment will be compensated **as** the straight time rate for the hours **lost** on their regular assignment as a result of the rest period taken.

RULE 8 EMPLOYEES TEMPORARILY REPLACING OTHER EMPLOYEES

8.1 When an employee **is** required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate but if he is required to fill, temporarily, the place of another employee receiving a lower rate, **his** rate will not be changed.

RULE 9 WORKING MASTER MECHANICS AND FOREMEN

9.1 Master mechanics or foremen shall not be allowed to do mechanics' work when mechanics are working on a reduced hourly basis and are available. This is not intended to restrict the use of working

foremen in accordance with the established practice at small points.

**RULE 10
PROMOTION TO POSITION OF FOREMAN**

10.1 Preference For Promotion

Mechanics in the service, if qualified, will be given preference for promotion to a position as foreman when vacancies occur.

10.2 Temporary Foreman

If this position is of a temporary nature, such employee shall be paid the rate and work under the conditions applying to the position.

**RULE 11
DUTIES AND RESPONSIBILITIES OF LEADING
HANDS**

11.1 A leading hand, when so designated, is defined as a mechanic having the necessary qualifications and experience in his trade to be able to direct and supervise the work of a group of employees under the supervision of a recognized assistant foreman or departmental foreman.

11.2 The duties of such leading hands are: To carry out instructions of his immediate supervisor as to workmanship on the tasks involved, supervise tools and other equipment for the gang under him, assist his immediate supervisor in the ordering and seeing that material is made available for the work handled, and where necessary and practicable, assist in the preparation of time sheets for the approval of

supervising assistant foreman or foreman. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his gang as a leader, and not as a Supervisory Officer in charge of a department.

RULE 12

LEAVE OF ABSENCE WITHOUT PAY

12.1 When the requirements of the service will permit, employees will be granted leave of absence without pay, not to exceed ninety (90) days, with the privilege of renewal by consent of the appropriate Officer of the Railway and the Union Committee concerned.

12.2 The arbitrary refusal of a reasonable amount of leave without pay to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this Agreement.

12.3 Any employee hereunder on leave of absence without pay 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.

RULE 13

ABSENCE FROM WORK

13.1 In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause, must, if possible, advise

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

RULE 14
FAITHFUL SERVICE

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

RULE 15
ATTENDING COURT

15.1 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 16
PAY PROCEDURES

16.1 Pay Frequency

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

16.1.2 Should the **regular** pay day fall on a holiday or days when the shops are closed down, where practicable, employees will be paid on the preceding day.

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

16.2 Pay Shortages

Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage.

16.3 Payment On Termination

Employees leaving the service of the Railway will be furnished with a time voucher covering all time due within twenty-four (24) hours at points where discharge cheques are issued, and within forty-eight (48) hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays, Sundays and holidays.

RULE 17 SHOP CLOSE DOWN

17.1 Regular employees including millwright gang employees assigned to shop maintenance shall be considered as a subdivision of a department and shall be worked as such on maintenance work during periods when shops are closed down at straight time rates for straight time hours and overtime rates for overtime hours.

RULE 18 RAILWAY TRANSPORTATION FOR LAID OFF EMPLOYEES

18.1 Employees laid off on account of staff reduction who desire to secure employment within the Railway

will, upon application, be furnished with free rail transportation in accordance with the service provisions of the Railway's pass regulations.

RULE 19
EMPLOYEES REQUIRED TO WORK WHEN
SHOPS ARE CLOSED DOWN DUE TO
BREAKDOWN IN MACHINERY, ETC.

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

RULE 20
SENIORITY, BULLETINING OF VACANCIES,
LAYOFF AND RECALL

20.1 Probationary Period

A new employee shall not be regarded as permanently employed until he has completed forty-five (45) working days cumulative service. In the meantime, unless removed for cause which in the opinion of the Railway renders him undesirable for its service, the employee shall accumulate seniority from the date he entered the classification in the craft, and shall be regarded as coming within the terms of this Agreement.

20.2 Basic Seniority Territory

Basic seniority territory shall be defined as the system.

20.3 Seniority Classifications

Seniority of employees in each of the following crafts covered by this Agreement shall, except as otherwise provided herein and in the respective craft's special rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

Carmen (and other Tradesmen represented by the Carmen's Organization)
Coach Cleaners
Helpers

20.4 INTENTIONALLY LEFT BLANK

20.5 Other Regulations

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

20.6 Seniority Date

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. Should a dispute arise in the application of this Rule, the Union will be furnished a photostat copy of the employee's application.

20.7 Publishing Of Seniority Lists

Seniority lists will be open for inspection and copies shall be furnished by the Railway to the local committee and the President.

20.8 Exceptions To Seniority Lists

Seniority lists shall be compiled and posted in January of each year. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate Officer in charge, with copy to the local committee and the President.

20.9 Temporary Mechanic Seniority

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

20.10 Fully Qualified Mechanics

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

20.10.2 A newly hired mechanic who fails to pass the qualifying tests (within a maximum of forty-five **(45)** cumulative working days) will be released from the service, or if the exigencies of the service so require, such mechanic will be retained in the service up to one hundred and thirty (130) working days from date of last entry into service. If necessary, this

one hundred and thirty (130) working day period may be extended by mutual agreement between the proper Officer of the Railway and the President.

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

20.11 Promotion To Trainee Mechanics

20.11.1 An employee promoted in a craft to the classification of trainee mechanic, and who, under the craft's special rules is engaging in a training procedure toward ultimate establishment on the permanent seniority roster of the craft concerned, shall be periodically tested during such training period, and if, at any time, it is found that such employee is not progressing satisfactorily toward the ultimate aim of becoming a fully qualified mechanic in accordance with the definition of a "fully qualified mechanic" as contained in Rule 20.11.3 he shall, subject to Rule 20.12.3 hereof, be required to revert to the group from which promoted, provided there is another employee available who possesses the necessary aptitudes to justify his promotion to mechanic with a view to becoming fully qualified. No employee who is not fully qualified shall be

established on the permanent mechanics' seniority list in any craft.

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

20.11.3 Except as otherwise provided in the craft's special rules, an employee who enters the training program and who fails at any stage to meet the requirements of the trade tests in his craft may continue to be employed in the position of mechanic if necessary to meet operational requirements in accordance with Rule 20.10.

20.11.4 Positions requiring considerable skills shall, to the extent possible, be filled by fully qualified mechanics. In following this principle, both parties will give full recognition to operational requirements of the Railway and to any employee training arrangements that may be mutually agreed upon in respect of any craft.

20.12 Bulletining Of Vacancies Or New Jobs In Excess Of 90 Days

When vacancies occur in a designated work area for which replacements are required, or new jobs are created or additional staff is required in a classification in a craft for an expected period of ninety (90) calendar days or more, such vacancies or

new jobs shall be bulletined for a period of not less than seven (7) calendar days to employees in the classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to the following Rules, the local committee to be consulted. The resulting vacancies, should the Railway determine that those vacancies require filling, shall be bulletined immediately.

- a) An employee claiming a position in the exercise of seniority, who in the judgment of the Railway cannot reasonably be expected to qualify to perform the duties required within a period of thirty (30) calendar days or **less**, shall not be denied such position by the appropriate Officer of the Railway without prior consultation with the local representative of the Union.
- (b) An employee exercising seniority who, in the judgment of the Railway, can reasonably be expected to qualify for the position claimed shall be allowed a trial period which shall not exceed thirty (30) calendar days except that, by mutual agreement between the President and the proper Officer of the Railway, such period may be extended up to ninety (90) calendar days in order to demonstrate the employee's ability to perform the work required.
- (c) Should an employee be denied a position being claimed in the exercise of seniority, or should he fail to qualify during a **trial** period, he and his authorized representative will be entitled to receive an explanation in writing from the 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.

20.13 Filling Of Vacancies Or New Jobs Of Less Than 90 Days

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

20.13.2 Employees assigned to fill positions under this Rule shall be considered as temporarily assigned and, on completion of such temporary positions, they shall be returned to their former basic regular assignments. For the purpose of this Rule, annual vacation relief, leave of absence, sickness, injury, etc., shall be positions coming under the scope of this Rule.

20.14 System Bulletins

20.14.1 If a vacancy or new position of an expected duration of ninety (90) calendar days or more requiring additional staff is not filled by an employee in the classification at a home seniority terminal, it shall be bulletined for not less than seven (7) calendar days to the employees holding seniority in the classification in a craft on the system. Subject to qualifications, seniority will govern.

20.14.2 Employees who transfer under this Rule shall, after ninety (90) calendar days forfeit their

seniority at the seniority terminal from which transferred: except that an employee on laid off status at his home seniority terminal may exercise his rights under this Rule without forfeiting his seniority at his home seniority terminal. The President shall receive a copy of all such bulletins as soon as practicable.

20.14.3 For the purpose of this Rule, the number of employees to be transferred and the method to be used shall be mutually arranged between the proper Officer of the Railway and the President in order to meet the requirements of the Railway service.

20.15 Exercising Seniority

20.15.1 The exercising of seniority within a seniority terminal to displace a junior employee shall not be permitted except when positions are abolished, or rate of pay or hours of work or days off are changed. The affected employee shall have the right to displace the junior employee in the designated work area of his choice with the shift, days off, hours of work and rate of pay of his choice except as may be provided in the craft's special rules.

20.15.2 For the purpose of this Rule, the designated work area shall be as defined in bulletining positions in accordance with Rule 20.12.

20.15.3 Such employee initially affected shall be given, during his regular working hours, as much advance notice as possible but, in any event, not less than twenty-four (24) hours. The affected employee shall make his intentions known within forty-eight (48) hours of notification and subsequent

displacement shall be made without undue delay. The local committee shall be consulted.

20.15.4 Rule 20.15.1 is interpreted to mean that a Carmen Trainee who has established qualified Carmen status and an apprentice who has completed his apprenticeship shall have the right to exercise his seniority at his seniority terminal to displace a junior employee of his craft in the designated work area of his choice.

20.16 Reduction Of The Workforce

20.16.1 When it becomes necessary to lay off employees for any reason, the force shall be reduced in reverse seniority order as per Rule 20.3 unless otherwise provided in craft special rules.

20.16.2 When it becomes necessary *to* make a reduction in staff at any seniority terminal, at least four (4) working days' notice shall be given to the employees affected before a reduction is made, and lists shall be furnished to the local committee and President without undue delay. This does not apply in laying off employees who have been temporarily employed for a duration of less than forty-five (45) working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called on less than four (4) days' advance notice, a shorter notice may be given under this Rule. In reducing forces, the ratio of apprentices shall be maintained.

20.16.3 When lay-offs occur, an employee laid-off from his respective classification at his seniority terminal, may, within thirty (30) calendar days, displace the junior employee in his respective

classification at the nearest seniority terminal he can hold carrying his seniority in that classification with him. or he may displace the junior employee in his respective classification on the system carrying his seniority in that classification with him, except as may be provided in the respective craft's special rules. An employee who declines to displace the junior employee in his respective classification on the system under this Rule shall be laid-off subject to recall to his home seniority terminal.

Note: For the purpose of payment of benefits from the Job Security Fund, an employee must exercise seniority on the system.

20.16.4 An employee who transfers in accordance with Rule 20.16.3 shall hold seniority rights at only two seniority terminals on the system, that is, at his home seniority terminal and at the seniority terminal to which he last transferred. except as provided in Rule 20.16.5.

20.16.5 A laid-off employee who displaces another employee on the system, shall retain his seniority rights at his home seniority terminal in accordance with Rule 20.16.3 and shall be subject to recall to his home seniority terminal in seniority order for vacancies of expected duration of ninety (90) calendar days or more. An employee who declines to accept such recall within seven (7) calendar days shall forfeit his seniority rights at his home seniority terminal and shall retain his seniority rights at his new seniority terminal. An employee who accepts recalls to his home seniority terminal within seven (7) calendar days will return thereto within fifteen (15) calendar days from the date of his acceptance.

20.16.6 When an employee on laid off status from his home seniority terminal exercises his seniority to another terminal as per Rule 20.16.3, he may after twelve (12) months and before fourteen (14) months has expired, declare the seniority terminal he is working at as his home seniority terminal, thereby relinquishing all rights to recall to his former home seniority terminal. An employee who does not make such a declaration will remain subject to recall to his home seniority terminal as per Rule 20.16.5.

20.16.7 Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the periods prescribed in Rules 20.16.3 and 20.16.5 shall begin on the date of his return to service.

20.17 Restoration Of The Workforce

20.17.1 In the restoration of forces, employees laid-off shall be given preference of re-employment in seniority order. A laid-off employee shall be notified by registered mail at his last known address and he shall be returned to his former classification. Local committees shall be furnished with a list of employees to be restored to service. Where Canada Post is used, the postmark will determine the date of advice to the employee.

20.17.2 It shall be incumbent upon the employee on lay-off, and the employee who has displaced on the system in accordance with Rule 20.16.3 to register his current address with the appropriate Officer at his home seniority terminal.

20.17.3 A laid-off employee who has not displaced in accordance with Rule 20.16.3 shall retain his

seniority rights in his respective classification at his home seniority terminal and shall be subject to recall to his home seniority terminal in seniority order. If the employee declines to accept recall to vacancies of an expected duration of sixty (60) calendar days or more at the end of seven (7) calendar days, unless satisfactory reason is given therefor, shall forfeit his seniority and notwithstanding the provisions of Rule 20.22, his name will be stricken from the seniority list and he will no longer be considered as an employee of the Railway.

20.18 Transfer Of Work From One Seniority Terminal To Another Seniority Terminal

When, through an unusual development, it becomes necessary to transfer work from a seniority terminal to another seniority terminal, not more than a sufficient number of employees to perform such work shall in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The appropriate Officer of the Railway and the President shall co-operate to determine the number of employees who shall transfer.

Employees who transfer under this Rule shall after ninety (90) calendar days lose their seniority at the seniority terminal they left.

20.19 Transfer Of Seniority For Medical Or Physical Reasons

Employees in service who, through bona fide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual agreement between the appropriate Officer of the Railway and the

President transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after ninety (90) calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

20.20 Seniority Protection For Employees Accepting Transfers To Positions Not Covered By A Collective Agreement

20.20.1 Employees who are used as relief supervisors or hold positions not covered by a collective agreement while members of the bargaining unit will at the end of each calendar year have their seniority adjusted forward one (1) day for each day worked in excess of seventy-five (75) days in a calendar year while holding such positions. On request the union shall be advised of the number of shifts that an employee has worked as a relief supervisor.

Employees who are used as relief supervisors while members of the bargaining unit shall revert to their former regular basic assignment when released from their relief supervisory duties. The vacancy created may be claimed as per Rule 20.13 or left vacant. If the relief period extends past ninety (90) calendar days the vacancy will be bulletined under Rule 20.12 or abolished. In all cases the local committee shall be consulted.

Employees that work as relief supervisors will not be permitted to work overtime shifts in the bargaining unit until they have completed a minimum of one (1)

eight hour straight time shift within the bargaining unit.

Equalization of Overtime affecting Relief Supervisors:

Employees assigned as Relief Supervisors shall be charged the equivalent hours for any overtime they could have worked as a carman during the period they filled a Relief Supervisory assignment.

Maintenance of Hours:

Relief Supervisors may not return to the bargaining unit as a carman during the period of predetermined relief supervisory assignment.

When practical a relief supervisor will fill the scheduled relief pre determined assignment vacancy to the completion of such assignment. The local committee to be consulted. (i.e. John Smith has 4 weeks holidays, Relief Supervisor John Doe fills the relief assignment for 4 weeks)

20.20.2 Employees accepting a permanent position not covered by the collective agreement shall have his seniority "temporarily suspended" until such time as he returns to the bargaining unit. In such event, only the seniority accumulated while in the bargaining unit shall be taken into consideration when exercising seniority as provided in this rule.

EXAMPLE:

John Smith, with a seniority date of July 1, 1970, takes a position outside the bargaining unit on January 1, 1978. On January 1, 1980, Smith returns to the bargaining unit. He may only exercise that amount of seniority accumulated between July 1, 1970 and July 1, 1978.

20.20.3 If the employee returns to the bargaining unit he must within forty-eight (48) hours either displace the junior employee in his seniority group on his basic **seniority** territory or exercise his seniority to a vacancy or a newly created position at his home seniority terminal; if he fails to do so, he shall forfeit his seniority. The President shall be so advised.

20.20.4 Supervisors wishing to maintain rights per this Rule must maintain full union dues. Those supervisors refusing to pay full union dues will forfeit their seniority and will be removed from seniority lists. The union will advise the company of employees who have forfeited their seniority and who should be removed from the seniority list.

20.20.5 It is recognized that under the terms of the collective agreement in effect December 31, 1977, 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 June 30, 1978, shall have their rights and accumulated seniority temporarily suspended as of June 30, 1978, and if returned to a position within the bargaining unit subsequent to June 30, 1978, may only exercise seniority accumulated up to June 30, 1978.”

20.20.6 Employees who are used as relief supervisors will be allowed a training period of up to four (4) weeks one time only. This period is exclusive of the seventy-five (75) days referred to in 20.20.1.

20.21 Time Limits While On Specified Leaves

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

20.22 Investigation Requirement Prior to Discharge

An employee with more than forty-five (45) working days cumulative service shall not be discharged without being given a proper investigation.

RULE 21

WORK OF MECHANICS OR APPRENTICES

21.1 Mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft.

RULE 22

LABOURERS PERFORMING HELPERS' WORK

22.1 Labourers, or similar class of workmen, shall not be permitted to do helpers' work as outlined in the craft rules if regular helpers are available, but if they are so used for one hour or more, they shall be paid at the helpers' rate for all work performed as helpers.

RULE 23

ELECTRIC AND OXY-ACETYLENE WELDERS

23.1 Employees engaged on the electric or oxyacetylene process will be taken from the craft that would have handled the work had it been done

by former methods, and will be confined to work pertaining to their trade when there is sufficient of this work to keep them employed. At outside points where there is not sufficient work to require an employee from each craft, the Foreman shall select an employee from the Shop Crafts to perform **all** the work to be done by these processes.

RULE 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 Time Limits And Procedures

24.1.1 Whenever any dispute arises between the Railway and the Union or between the Railway and one or more employees, the dispute shall be adjusted in accordance with the procedure which follows. The parties will meet as per rule 24.2 without undue delay to expedite the grievance:

24.1.2 The time limits to institute this grievance are:

- (a) Termination or lay-off - ten (10) calendar days.
- (b) **All** other grievances - thirty (30) calendar days.

24.1.3 The time limit shall be calculated from the date the employee receives a statement or is given proper notification.

24.2 Steps In The Grievance Procedure

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 a 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. 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. Under Step 3, the meeting chairman will be rotated between the Union and the Railway.

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.

24.3 Selection Of Arbitrator

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.

24.4 Decision Of Arbitrator

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.

24.5 Cost Of Arbitrator

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

24.6 Investigation and Discipline

It will be incumbent upon the Railway to proceed with disciplinary assessment within twenty-eight (28) days from the date that the Railway becomes aware of the incident or infraction. A possible extension may be granted by mutual agreement between the Railway and the Union.

The Railway's investigation of alleged employee misconduct will involve a meeting with the employee at the outset of the investigation. The employee will be advised of his right to union representation at the meeting.

RULE 25 WRITTEN REPRIMANDS AND/OR WARNING LETTERS

25.1 An employee will receive a copy of any written reprimand or warning letter placed on his file. Warning letters will be removed from an employee's personal file after a period of two (2) years' clear disciplinary service.

RULE 26 JURY DUTY

26.1 An employee who is summoned for jury duty 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, and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a minimum of one (1) basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury

duty for each such day excluding allowances paid by the Court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a) An employee must furnish the Railway with a statement from the Court of the jury allowances paid and the days on which jury duty was performed.
- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

**RULE 27
APPRENTICESHIP PROGRAM**

**Section 1 - APPRENTICESHIP
AGREEMENT**

1.1.0 Every Apprenticeship Agreement entered into under this provision of the Collective Agreement shall contain a clause making these Rules part of the apprenticeship agreement. For this reason, every selected applicant shall be given an opportunity to read the Standards before he signs an Apprenticeship Agreement.

The following will receive copies of the Apprenticeship agreement:

1. The **Apprentice**
2. BC Rail Personnel Services Dept.
3. The Joint Apprenticeship Committee
4. Registration Agencies
5. The Union
6. The Apprentice Instructor

1.1.1 These Apprenticeship Standards may be amended or new schedules may added at any time upon mutual agreement of the Joint Apprenticeship Committee.

Section 2 - DEFINITIONS

2.1.1 The term "Company" shall mean BC Rail

2.1.2 The term "Union" shall mean the duly authorized representatives of

- a) The National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW - CANADA) and its Local Union 102.
- b) The United Association of Journeymen and Apprentices of The Plumbing and Pipefitting Industry of The United States and Canada, Local No. 170, Metal Trades Division.

2.1.3 Registration Agency shall mean Branch of the Ministry of advance Education, Training and Technology, Skill Development Division.

2.1.4 "Apprenticeship Agreement" shall mean a written agreement between the Company, ~~the~~ person

employed as an apprentice and the Registration Agency. The agreement shall be approved and signed by the Joint Apprenticeship Committee and registered with Registration Agency and the Local Union affected.

2.1.5 "Apprentice" shall mean a person engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

2.1.6 "Committee" shall mean the Joint Apprenticeship Committee organized under these standards. The Joint Apprenticeship Committee shall be composed of four (4) members, two (2) representing the Company and one member from CAW and one member from Local 170.

The chairperson shall be the Apprentice Instructor. The Committee shall meet every three months unless otherwise agreed.

The Joint Apprenticeship Committee will have the responsibility to:

- a) see that each prospective apprentice is interviewed and made aware of the responsibilities he is about to accept as well as the benefits he will receive.
- b) accept or reject applicants for apprenticeship subject to final approval by the Company.
- c) hear and decide on questions involving apprentices which relate to the apprenticeship program.

- d) determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress
- e) offer constructive suggestions for the improvement or on-the-job training.
- f) certify the names of graduate apprentices to the Registration Agency for Certificate of Apprenticeship.
- g) review the foreman's and journeyman's monthly report on each apprentice.

in general, the Committee is responsible for formulating, maintaining and monitoring apprenticeship standards and performance in the plant.

2.1.7 "Apprentice Instructor" shall mean the person employed by the Company assigned the responsibility to administer the training program outlined in these standards.

2.1.8 "Standards of Apprenticeship" shall mean this Rule document, and other standards which may be agreed on by the Committee or as directed by the Registration Agency.

2.1.9 "Journeyman" as used in Section 4 hereof, means employees in a specific trade and shall not be construed to include journeymen employed in other trades.

Section 3 - APPRENTICESHIP SELECTION & TERMS (ALL TRADES)

3.1.0 Apprenticeship Eligibility Requirements

3.1.1 Selection of apprentices under this program shall be made from selected applicants on the basis of their qualifications and seniority. In order to be eligible for apprenticeship under these standards, the applicant MUST meet the following (3.1.1, 3.1.2, and additional qualification requirements for each trade) minimum qualifications:

Education: Grade 12 - must include Math 12, English 12

3.1.2 The apprentice must be agreeable to relocate to any BC Rail Shop or Line Point.

3.1.3 Exception to these requirements may be made by the Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

3.2.0 Applicants

3.2.1 Notice of apprenticeship openings will be posted on Company Bulletin Boards.

3.2.2 When apprenticeship openings exceed the number of In-house Qualified Employees, the Company (Employment Coordinators) will search for suitable Candidates.

3.2.3 Applications for apprenticeship will be accepted by the Employment Coordinator.

3.2.4 Employment Coordinator will forward all applications of those meeting the minimum eligibility requirements to Apprentice Instructor for review and testing.

3.3.0 Application Procedure

3.3.1 Applicants are asked to submit a completed application form and resume to the Employment Coordinator. Applicants must include the following information:

- application form
- resume
- copy of high school transcripts
- copy of pre-apprenticeship transcripts

3.4.0 Selection Procedure

3.4.1 Employment Coordinator and Apprentice Instructor will short list the candidates, based on the application and qualification. Short listed applicants will be interviewed and will be given mechanical aptitude test (minimum passing marks 80%). Apprentice Instructor will make the recommendations to the Committee of the suitable candidate(s) for final interview and selection.

3.4.2 The final selection and hiring of the apprentices will remain the sole responsibility of the company.

3.5.0 Supervision of Apprentices

3.5.1 Apprentices shall be under the general direction of the Apprentice Instructor and under the immediate direction of the Cost Center Leader of the Department while working with a journeyman to

whom they are assigned. The Apprentice instructor is authorized to move the apprentices from one work area to another in accordance with the predetermined schedule of work training.

3.5.2 Throughout the course of apprenticeship, the apprentice will be subject to periodic reviews by his supervisor and the committee.

3.6.0 Credit for Previous Experience

3.6.1 At the discretion of the committee, credit for prior experience in the applicable trade may be given after evaluation. A review will be made after completion of apprentice's probationary period, such reviews are to be in accordance with ministry standards.

3.7.0 Probationary Period

3.7.1 An Apprentice entering into the apprenticeship program shall not be regarded as permanently employed until he has completed 720 working hours cumulative service.

3.7.2 If the apprentice is a seniority transferee, he may elect to return to his previous occupation within first 720 hours and his apprenticeship agreement will be cancelled by the Committee. After the first 720 hours, the apprentice will not be allowed to return his previous occupation.

3.8.0 Assessment

3.8.1 The Apprentice Instructor in consultation with the joint committee, shall prepare an adequate number of progress report forms, to be filled out by

the Supervisor, and the trade person under whom the apprentices receive instruction and experience. The supervisor and journeyman shall make a report at least every thirty (30) days to the Apprentice Instructor on the work and progress of the apprentices under their supervision. Progress reports shall be reviewed by the Committee and the evaluation of these progress reports will be communicated to the apprentice in writing.

3.8.2 If the Apprentice Instructor finds that an apprentice shows lack of interest or does not have ability to become a competent Journeyman, he shall place all the facts in the case before the Committee for its decision. Under these circumstances, an apprentice may be permitted to continue on probationary status, and may be required to repeat a specified process or series of processes, or his agreement may be terminated. The Agency and the Union, shall be advised of all termination's and the reasons therefore.

3.8.3 The Committee shall have the authority to review and/or cancel the apprentice ship agreement with the apprentice at any time for reasons such as but not limited to:

- a. Failure to maintain 70% marks on Vocational School Exams, and 80% marks on all other Exams.
- b. Unsatisfactory work
- c. Lack of interest in his **work** or education

3.8.4 Should the Committee fail to reach agreement on an issue, the unresolved issue may be submitted to final and binding arbitration.

3.8.5 The selection of an arbitrator will be based on agreement by the committee.

3.8.6 If the parties fail to agree upon a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

3.9.0 Seniority

3.9.1 On the completion of the probationary period, the apprentice will be placed on the apprentice seniority list and will not retain seniority rights to bump into any other classification.

3.9.2 Apprentices shall only be permitted to exercise their seniority in the event of a reduction of staff in the classification of apprentices. An apprentice laid off at his seniority terminal may within thirty **(30)** calendar days from date of layoff exercise his seniority to displace the junior apprentice in his respective classification on the system.

3.9.3 Upon successful completion of their apprenticeship, the apprentice will be credited with seniority from their date of entry into the apprenticeship program and must within thirty **(30)** calendar days displace the junior permanent employee in his own classification. Location of this position will establish as his home seniority terminal.

3.9.4 An apprentice who is unable to hold any position on the railway will be laid off subject to recall at any seniority terminal.

3.9.5 An apprentice who fails to displace the junior permanent employee, or fill a vacant position in his classification on the system within thirty days will forfeit his seniority and will be considered to have voluntarily resigned from the service of the railway.

Section 4 - APPRENTICESHIP PROGRAM AND STANDARDS

4.1.0 Term

4.1.1 The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instructions as outlined in this section and in accordance with the requirements of the Agency.

4.2.0 Hours of Work

4.2.1 Apprentices shall work the same hours and be subject to the same conditions as journeymen employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work.

4.2.2 An apprentice may work overtime provided all journeymen are given the first opportunity to work the overtime.

4.2.3 Paid meal periods will be included in the accumulation of hours.

4.3.0 Ratio

4.3.1 The ratio of apprentice to journeyman shall not exceed one apprentice to each four (4) journeymen

in the trade in which he is apprentice, (e.g. one apprentice to four (4) journeymen). In case of layoff, apprentices shall be laid off to maintain the same ratio within effected seniority terminal.

4.4.0 Duration

4.4.1 The proposed Apprenticeship will be a 7,200 hours program consisting of eight (8) terms over a four (4) year period.

4.5.0 Wages

Terms	% of Tradesmans Wages
1	50
2	55
3	60
4	65
5	70
6	75
7	80
8	90

4.5.1 Apprentices given credit for technical training under the provision of Rule 3.6.1 shall be paid the rate applicable to the term in which they enter the apprenticeship.

4.6.0 Apprenticeship Program Content

4.6.1 The Apprenticeship Program will consist of;

- basic core
- minimum experience and further job experience
- optional training as required locally

4.7.0 Basic Core Training

4.7.1 Basic Core training will be carried out in the classroom and on-the-job under the guidance on an Instructor or Qualified person.

4.7.2 During the regular working hours an average of four hours per week will be allotted to complete The Railway Educational Bureau (R.E.B.) correspondence courses.

4.8.0 Minimum Experience & Further Job Experience

4.8.1 Apprentice will be considered as being available for "Minimum Experience" and "Further Job Experience" after they have received the basic core training for that position and have been evaluated as being capable of performing the work.

4.8.2 During this time Apprentices may be required to work alone in productive positions under the guidance of a Journeyman or Leadhand.

4.9.0 Optional Training

4.9.1 Optional training may consist of any of the specialized duties which are part of each Trade and are outside the Basic Core.

4.10.0 Training Opportunities Away From Home

4.10.1 The opportunity shall be provided for the apprentice to secure a complete knowledge of the trade as per the agreed upon apprenticeship training standards. It will be compulsory for apprentices to

transfer to other shops or line point for the purpose of acquiring further training and experience.

4.10.2 Where such an apprentice is transferred for training purposes from shops to line points and vice versa under the provision of this rule for a temporary period, he shall be allowed thirty nine (39) dollars per calendar day for living expenses for each calendar day required away from home terminal, up to but not exceeding three (3) months.

4.10.3 If the training period is extended more than three (3) months by the Committee, the apprentice will continue to receive 39 dollars for each calendar day required away from home terminal.

4.10.4 Apprentices transferred from Squamish to North Vancouver or vice versa for the purpose of acquiring further training and experience will not qualify for thirty nine dollars per day. However, the apprentice shall be allowed twenty (20) dollars per day for each day he is commuting to work, up to but not exceeding five days per week.

4.10.5 The thirty nine dollars per day clause (Rule 4.10.2) and twenty dollars per day clause (Rule 4.10.4) will not apply during the apprentice's annual vacation period.

4.10.6 An apprentice who is required by the Company to relocate to another location for period of one year or more in order to further their training, and to return to their initial location after training, the following cost will be borne by the Railway:

- (i) An eligible apprentice will be reimbursed for all of the door to door moving expenses of the

employee's household goods and one automobile including packing and unpacking, insurance, or up to six months storage of household goods and one automobile; the mode of transportation is to be determined by the Railway.

- (ii) **An** allowance of up to eight hundred (\$800.00) dollars shall be provided for incidental expenses actually incurred **as a** result of relocation subject to the production of actual receipts. This allowance is intended to cover expenses such as carpet and drapery cleaning, utility connections etc.
- (iii) **An** allowance of two hundred (\$200.00) dollars for an apprentice without dependents, three hundred (\$300.00) dollars for an apprentice, and one dependent, four hundred (\$400.00) dollars for an apprentice and two dependents, and additional seventy (\$70.00) dollars for any additional dependents shall be provided to cover meals and temporary living expenses incurred while relocating. Receipts will not be required to substantiate this allowance.
- (iv) An apprentice may elect to drive one automobile to his new location and reimbursed for same in accordance with Railway Policy as amended from time to time.
- (v) Eligible apprentices may be provided with one(1) day paid leave of absence and up to four (4) additional unpaid leave of absence in order to relocate to another location as required by the Company.

4.10.7 Apprentices are not eligible to be reimbursed for any loss or expense associated with the disposal of the apprentice's home or real estate or the subsequent acquisition of residence at their new location.

4.10.8 No assistance will be provided (Rule 4.10.6 will not apply) to "newly hired apprentices" if such apprentices are required to initially locate to a terminal in order to begin their training.

4.10.9 Eligible employees must make all arrangements for assistance through the office of the Mechanical Instructor.

4.10.10 Where apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at the technical or similar school, he will be paid a maximum of eight (8) hours per day (40 hours per week) during this period. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship and shall be applied against the hours total.

Additional following cost will be borne by the Railway:

- a) all tuition fees
- b) **books** recommended by the technical school

4.10.11 On successful completion of the courses, the Company will reimburse all tuition fees and materials costs for the corresponding courses. All courses must be directly related to the trade to qualify.

4.11.0 Certificate of Completion of Apprentice

4.11.1 Upon successful completion of the apprenticeship under these Apprenticeship Standards, the apprentice will receive:

- Railway and Provincial Certificate of Apprenticeship
- Provincial Trade Qualification Certificate
- Railway Educational Bureau Certificate

Note: No certificate will be issued unless approved by the Committee.

Section 5 - CARMAN TRADE

5.1.0 Additional Eligibility Requirements

5.1.1 In order to be eligible for Carman apprenticeship under these standards, the applicant must meet the following minimum qualifications in addition to the qualifications required in Section 3.1.1 and section 3.1.2:

Education: First Level of Steel Fabrication and
Work Experience: Welding and Blue Print Reading or Carman Helper (with minimum two year experience related to the craft).

5.2.0 Training Content

Description	Basic Core Training (weeks)	Minimum Experience (weeks)	Further Job Experience and Optional Training
Yard Insp. & MYR	12	20	
Freight Car Repairs	16	16	
Carpentry Safety	2		
Description	Basic Core Training (weeks)	Minimum Experience (weeks)	Further Job Experience and Optional Training
Metal Fab. Shop	12	8	54 weeks
Repair Track	12	12	
Planning	4		
Billings	~		
Paint Shop (stenciling)	2		Optional
Air Brake Shop			
Single Car Testing	4	2	
Drafting			Optional
Pass. Car Repairs	2		

5.2.1 Welding training module will meet the Ministry and AAR standards.

**RULE 28
RATES OF PAY**

28.1 Hourly Rates

EFFECTIVE
Jan. 1/96

CLASSIFICATIONS

Carmen, including cabinet makers and carvers; carpenters (coach, locomotive and bench); upholsterers; painters; varnishers (coach and locomotive); stencil cutters (metal); template makers (both metal and wood); glass cutters, bevellers and embossers; tile setters; wood layer out; saw filers; coach trimmers; buffers; locksmith.; wood machinists; saw and borers; mortisers; planers; matchers and shapers; passenger train steel car body builders and repairers (passenger shop); triple testers (rackmen); platers and buffers (silver and nickel); welders (oxy-acetylene and electric); freight carpenters; freight train steel car body builders and repairers; strippers; freight car painters; stencillers (freight); plush dryers; car inspectors; wheel inspectors; air brake inspectors; air brake testers; air brake adjusters; air brake cleaners; car repairers (both wood and steel); tender truck repairers; except in main and back shops; hose bag fitters; wrecking and other portable crane engineers; pilot men; burnishers and platers; oxidizers; dippers (acid); stove fitters; coupler rivetters; spring testers; markers (drilling and steel car); carmen including rivetters, reamers, punch operators; rotary edge planers, plate edge

planers: cold saw operators; metal hand saw operators: plat rolls operators; shear men; markers, riveting machine operators; truck builders and assemblers (freight)	\$24.58
Carmen's Helpers	\$21.28
Patternmakers	\$24.58
Coach Cleaners	\$20.08
Tender Truck Repairers; main and hack shop	\$24.58
Unclassified Helpers, including burner (scrap in dock and yard); hydrant inspectors and scrap cutters	\$21.28
Trainee Mechanics actually welding on freight car work	\$23.27
Trainee Mechanics	\$22.56
Helpers (covered by Rule 28.3)	\$22.56

28.2 Other Mechanics Rate

28.2.1 An employee who is promoted to a mechanic's position or a newly hired mechanic shall, until such time as he becomes a fully qualified mechanic and is placed on a permanent craft seniority list, be paid the "Trainee Mechanics Actually Welding On Freight Car Work" rate as shown in Rule 28.1.

28.2.2 An employee who is certified as fully qualified as a mechanic but elects of his own accord not to be placed on the mechanic's permanent seniority roster in his craft shall be paid the "Trainee Mechanics Actually Welding On Freight Car Work" rate as shown in Rule 28.1 until he can be replaced by a qualified mechanic, unless otherwise provided in the craft's special rules.

28.2.3 Employees governed by Rules 20.10.1, 20.10.2 and 20.11.3 shall be paid the "Trainee Mechanics Actually Welding On Freight Car Work" rate as shown in Rule 28.1.

28.3 Helpers Paid At Trainee Mechanic's Rate

A helper who is promoted in a craft for the first time to a mechanic's position shall, until qualified for a higher rate under the terms of this Agreement, be paid at the Trainee Mechanic's rate as shown in Rule 28.1 except as otherwise provided for in the craft's special rules.

28.4 Tractors And Portable Cranes

Employees assigned to operate tractors and portable cranes, such as the Elwell Parker, Ransome-Rapier, and other portable cranes of a similar nature, in the Motive Power and Car Departments, when and where there is sufficient work to require that an employee be assigned for the purpose, will be paid at the established helpers' rate for the class of helper used.

RULE 29 ALLOWANCES

29.1 Fort Nelson Allowance

Employees assigned at Fort Nelson will receive twenty-five cents (\$0.25) per hour above the rates provided for their respective crafts.

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.

29.2 Shift Differential

Employees whose regularly assigned shifts commence between 1500 and 2259 shall receive a shift differential of fifty-five cents (\$0.55) per hour and employees whose regularly assigned shifts commence between 2300 and 0559 shall receive a shift differential of sixty cents (\$0.60) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, General Holidays, etc.

The application of shift differentials 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 off work will receive the differential rate of fifty-five cents (\$0.55) per hour as well as the time and one-half 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 sixty cents (\$0.60) per hour as well as the time and one-half 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 sixty cents (\$0.60) per hour differential plus the time and one-half 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 sixty cents (\$0.60) per hour differential rate in addition to the time and one-half rate of pay for all 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 night shift would only continue to receive the fifty-five cents (\$0.55) per hour differential rate in addition to time and one-half 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 will not receive the shift differential rate in addition to the time and one-half rate of pay.
- (h) Overtime rates are calculated on regular rates of pay, not on regular rates plus a shift differential rate.

29.3 Leading Hands

Leading hands paid on an hourly basis will receive five percent (5%) above the Carmen's rate of pay.

29.4 Wrecking Crane Operators

Wrecking Crane Operators will be paid the mechanics' rate when they are operating a wrecking crane. The auxiliary crane operator will receive five percent (5%) above the Carmen's rate of pay for all time worked under the provisions of Rule 5.

29.5 Helpers In Their Basic Trades

Rates of pay established in certain classifications or positions at each point on the Railway for helpers in their basic trades and for wheel pressers in excess of the rates specified above shall be maintained as the minimum rate of pay for such classification at such point.

29.6 Saturday And Sunday Premium

Employees working their regular shift assignment in which Saturday and/or Sunday fall within their regular work week shall be paid a premium of five percent (5%) of their basic hourly rate for work performed on a Saturday or Sunday, except where overtime rates apply. This premium shall be paid in addition to the hourly rate and in addition to any shift differential. This premium will not be paid for paid absence from duty such as vacations and General Holidays.

RULE 30 CONDITIONS OF SHOPS, ETC.

30.1 Clean And Sanitary Conditions

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

30.2 Light And Heat

Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent

with the source of heat and light available at the point in question.

30.3 Ventilation

Ventilation and fume removal equipment will be available in each shop to ensure a safe environment. The type of equipment to be utilized will be determined after consultation with the Union.

RULE 31 PERSONAL INJURIES

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

RULE 32 BULLETIN BOARDS

32.1 A bulletin board will be provided at all shops where proper notices of direct interest to employees may be posted by shop committees.

RULE 33 SAFETY CLOTHING AND FOOTWEAR ALLOWANCE

33.1 Employees who perform compensated service in January of any year shall be allowed two hundred fifty dollars (\$250.00) in lieu of safety clothing footwear and coveralls. The allowance shall be paid in the first pay period of February each year. A separate cheque will be issued for this amount.

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

**RULE 34
WINTER MITTS AND LINERS**

34.1 Winter mitts and liners will be supplied by the Railway to those employees required to work in winter weather conditions.

**RULE 35
FREE RAIL TRANSPORTATION**

35.1 Employees, those persons dependent upon them for support, and Union representatives representing employees covered by this Agreement will be granted free rail transportation in accordance with the Railway's regulations.

**RULE 36
PROTECTION OF EMPLOYEES**

36.1 Inclement Weather

Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out, or attached to trains.

36.2 Cleaning

When it is necessary to make repairs, parts of engines, halers, tanks and tank cars shall be cleaned before mechanics are required to work on same. This will apply to cars undergoing general repairs.

36.3 Sand Blasting And Paint Blowers

Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employers operating these machines will be supplied with masks and goggles.

36.4 Welding Or Cutting

All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required

36.5 Exhausting Of Steam And Fumes From Locomotives

In shops not now equipped with connections or jacks for blowing steam and exhausting fumes from engines, arrangements will be made to equip them so that steam and fumes from locomotives will not be blown off inside the shop. All engines will be placed under smoke jacks where practicable. Locomotives will not be left running unnecessarily in the shops.

36.6 Medical Examinations

All medical examinations and travel costs related thereto will be paid by the Railway when the employee is required by the Railway to undergo a medical examination.

36.7 Eye And Ear Protectinn

36.7.1 The Railway will supply, without cost to the employee, one pair of C.S.A. approved standard safety glasses.

36.7.2 When practicable, the style of frame will be chosen by the employee from a designated group of frames from a designated supplier.

36.7.3 Safety glasses will be replaced or repaired without cost by the Railway when damaged in the service of the Railway. It will be the responsibility of the employee to replace or repair safety glasses in instances not connected with Railway service. When safety glasses are stolen while an employee is on the premises of the Railway, without neglect on the part of the employee, replacement will be made by the Railway.

36.7.4 Employees shall be responsible for arranging for eye tests and obtaining prescriptions. In the event that the British Columbia Medical Services Plan ceases to cover the cost of eye tests, such tests will be paid for by the Railway.

36.7.5 Those employees requiring prescription lens for safety glasses must obtain proper authorization from the designated Railway supervisor. Authorization forms will be presented to the designated supplier. Prescription lens will be renewed every two years, if required, without cost to the employee.

36.7.6 The Railway will conduct noise level tests once a year and will conduct hearing tests once per year with results forwarded to the employee.

RULE 37
EMERY WHEELS AND GRINDSTONES

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

RULE 38
ADDITIONAL HELP

38.1 Mechanics and apprentices will be furnished sufficient competent help, when needed to handle work, if available. When experienced helpers are available, they will be employed in preference to inexperienced employees.

38.2 Material carriers responsible for the selection of special materials for mechanics' use will be classified as helpers.

RULE 39
SCRAPPING WORK

39.1 The work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a mechanic. Torch work as now performed by mechanics shall continue to be so performed.

RULE 40
LIGHTING EQUIPMENT

40.1 Electric light globes and extensions will be kept in tool rooms and available for use.

RULE 41
SIGNAL PROTECTION

41.1 No employee will be required to work on a locomotive or car outside of shops without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

RULE 42
BEREAVEMENT LEAVE WITH PAY

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

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

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

**RULE 43
GENERAL HOLIDAYS**

43.1 Entitlement

43.1.1 An employee who qualifies in accordance with Rule 43.1.3 shall be granted a holiday with pay on each of the following General Holidays. When a General Holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day. Work on such day shall be compensated for in accordance with Rule 43.1.7:

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

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

43.1.2 In order to qualify for pay for any one of the holidays specified in Rule 43.1.1, an employee:

- (a) must have been in the service of the Railway and available for duty for 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. When an employee is required to work on such General Holiday, he 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 prior to the completion of his shift or tour to duty immediately preceding such holiday that his services will be required. This Rule does not apply in respect of an employee who is laid off, or suffering from a bona tide injury, or who is hospitalized on the holiday. Eligible employees not available for work who are on weekly indemnity, or subsequently qualify therefor, will not be disqualified, provided that all other qualifications are met; and,
- (c) must have rendered compensated service on at least twelve (12) of the thirty (30) calendar days immediately preceding the General Holiday. This Rule does not apply to an employee who is required to work on the holiday or to committee men on Union business.

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

43.1.3 A qualified employee whose vacation period coincides with any of the General Holidays specified in Rule 43.1. 1 shall receive an extra day's vacation with the pay to which the employee is entitled for that General Holiday.

43.1.4 An employee who does not qualify under Rule 43.1.2(a) with respect to pay for a General Holiday and who is required by the Railway to work on that day shall be paid at the time and one-half rate for all time worked with a minimum of three (3) hours, for which the equivalent hours of service may be required. but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.

43.1.5 An employee qualified under Rule 43.1.2 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.

43.1.6 An employee qualified under Rule 43.1.2 and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Rule 43.1.5 at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three (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

43.1.7 ~~Shifts~~ commencing between 12:00 midnight on the eve of the General Holiday and 11:59 p.m. on the night of the General Holiday, both times inclusive, shall be considered as work on that holiday.

43.2 Work On Holidays

43.2.1 Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

43.2.2 Holiday work shall only be required when absolutely essential to the operation of the Railway.

43.2.3 Employees qualified under the Rules for a General Holiday who work as a relieving foreman part of the work week (dual positions) shall be paid a portion of the eight (8) hours for each paid General Holiday on the basis of time worked during their work week in the hourly rated position.

Example: An employee who worked two (2) shifts out of five (5) as relieving foreman, would be paid three-fifths (3/5ths) of eight (8) hours for the paid General Holiday or four (4) hours forty-eight (48) minutes.

43.3 Holiday Pay For 189 And 192 Hour Employees Qualified In Accordance With The Provisions Of Rule 43.1.2 No Work Performed On General Holiday

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

43.3.2 When a General Holiday falls on a rest day (seventh day), such employee shall be paid eight (8) hours at the pro rata hourly rate for the holiday in addition to his 4-week guarantee.

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

Work Performed On General Holiday

43.3.4 When a General Holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with actual hours worked, with a minimum of four (4) hours and thirty (30) minutes at pro rata rate, which time is included in making up the 4-week guarantee. In addition, the employee will be paid eight (8) hours at the pro rata hourly rate on the first day on which he is not entitled to wages which time is excluded in making up the 4-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

43.3.5 When a General Holiday falls on a rest day (seventh day) and the employee works on that day, such employee is allowed actual hours worked at the rate of time and one half, with a minimum of three (3) hours, in addition to the 4-week guarantee.

43.4 Accumulated Time For General Holidays

43.4.1 Employees in the Car Department at all points who are represented by the Union and who are required to work a tour of duty on one of the General Holidays specified in Rule 43.1.1. of the Collective Agreement, may, if they so choose, be allowed to accumulate the time required to be paid in accordance with the provisions of Rule 43.1.6.

43.4.2 Accumulation of time for work on a General Holiday will be limited to eight (8) hours for each general holiday.

43.4.3 The use of accumulated time will be limited to a unit of five (5) days at any given time.

43.4.4 An employee will be required to indicate in writing, prior to January 1 of each year, whether he chooses to accumulate time as described above, or whether he chooses to be paid in accordance with the terms of the Collective Agreement.

43.4.5 It is understood that time so accumulated may be utilized:

- (a) to provide full wages in the event of short term illness to a limit of five (5) days;
- (b) to supplement annual vacation to a limit of five (5) working days;
- (c) to provide a lump sum payment at the end of the calendar year if not used as provided in Clause (a) or Clause (b).

43.4.6 It is understood that this Rule is subject to the provisions of Rule 43 in respect of qualification for General Holidays.

**RULE 44
ANNUAL VACATION**

44.1 General

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, Rule 44.2 will apply.

44.2 Entitlement

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

44.2.2 An employee who, at the beginning of the calendar year, has not less than thirty (30) days employment relationship shall be entitled to one (1) 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 Rule 44.2.3. This clause is only applicable to employees who have entered the service between July 1st and December 31st of the calendar year.

44.2.3 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 Rule 44.2.4.

44.2.4 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least eight (8) years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12%) 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 Rule 44.2.5.

44.2.5 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least fifteen (15) 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 Rule 44.2.6.

44.2.6 An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-two (22) years shall be allowed one (1) working day's vacation with pay for each eight and one-third (8-1/3) days' cumulative compensated service or major

portion thereof during the preceding calendar year, with a maximum of thirty (30) working days until qualifying ~~for~~ further vacation under Rule 44.2.7.

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

44.2.8 In computing the continuous employment relationship referred to in this Rule, time worked in any position covered by similar vacation agreements will be accumulated for the purpose of qualifying for vacation with pay.

44.2.9 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) days in any calendar year, shall be included in the computation of service for vacation purposes. Time off duty on account of contract negotiations will be included in the computation of service for vacation purposes.

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

44.2.11 In the application of Rule 44.2, employees on a monthly guarantee will be paid for vacation on the basis of such guarantee.

44.3 Entitlement Upon Termination

44.3.1 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 44.2 and, if not granted, shall be allowed pay in lieu thereof.

44.3.2 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.

44.3.3 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 44.2.

44.4 Vacation Scheduling

44.4.1 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.

44.4.2 Applications for vacation from employees at other than ~~main~~ shops filed between December 15 of the previous year and January 31 shall, insofar as is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have

preference over later applicants. Applicants will be advised in February of the dates allotted them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted. Notices of vacation periods will be posted prior to December 15. The dates mentioned in this Rule may be changed by mutual agreement between the local committee and the proper Officer of the Railway.

44.4.3 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.

44.5 Vacation Relief

44.5.1 The Officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expense to the Railway, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher rated position, be paid the hourly rates applicable to such position.

44.6 Vacation At The Main Shops

44.6.1 At the main shops when it is intended to close the shops for the annual vacation period, the appropriate Officer of the Railway and duly authorized representatives of the employees will agree prior to March 1st the date of which the various shops will close for the vacation period.

44.6.2 The period of closedown for annual vacation at main shops will not exceed four (4) weeks in each year.

44.6.3 The appropriate Officer of the Railway and the local committees will co-operate with a view to providing staff to make repairs to machinery, etc., and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such skilled employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date.

44.6.4 Employees in main shops who are entitled to a vacation of three (3) weeks or more may be permitted, upon request, to take a portion of their vacation at a time other than during the closedown for annual vacations providing there is no increased cost to the Railway and subject to the right of the Railway to balance staff in order to ensure adequate productivity.

44.6.5 During the annual vacation closedown, main shop employees whose maximum vacation entitlement is less than the period of closedown shall, notwithstanding any other provisions of the Collective Agreement, only be entitled to fill vacancies temporarily at running points service for which they are fully qualified.

44.6.6 The appropriate Officer of the Railway and the President will co-operate in an effort to ensure that as many employees as possible whose maximum vacation entitlement is one (1) week or more less than the period of closedown, will be given the opportunity to fill vacancies at running points for

which they **are** fully qualified to immediately perform the work involved.

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

44.6.8 Employees working in main **shops** during the vacation period will be compensated during regular shop hours at pro rata rates.

44.7 Running Work

At running points, the recognized vacation period will be from April to October inclusive. Where mutually arranged, holidays may be taken outside of the recognized period. Where additional relief is required and cannot be obtained and the requirements of the service make it necessary to extend the recognized vacation period, the appropriate Officer of the Railway and the President will be required to work out a practical arrangement.

RULE 45 GROUP INSURANCE PLANS

45.1 General Administration

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

comprehensive booklet on the insurance plans in effect.

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

45.2 Joint Advisory Committee

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

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

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

45.3 Processing of Weekly Indemnity Claims

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

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

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

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

45.3.5 The respective union and employee concerned will be advised in a timely manner when the

insurance carrier is about to take action to cut off an employee from WI benefits.

45.4 Weekly Indemnity Claims Disputes

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

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

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

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

45.5 Termination of Employment

The Railway will consult with the respective union before action is taken to terminate the employment of employees who **are** on authorized leave, off **sick**, are injured, on Long Term Disability, on Workers' Compensation Board benefits, have a case outstanding before the Boards of Review **or** are on light duties.

RULE 46 UNION DUES

46.1 Membership

46.1.1 Each employee shall, as a condition of employment, maintain his or her membership in the Union.

46.1.2 All employees in the bargaining unit 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.

46.1.3 Notwithstanding anything contained in this Rule, the Railway shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other

than the refusal of such employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union, unless the Railway agrees that the grounds upon which the Union refused or terminated such employee's membership are valid, or in the alternative, unless that matter is referred to arbitration in the manner hereinafter prescribed by this Agreement, and a board of arbitration decides that the grounds upon which the Union refused or terminated the membership of such employee were sufficient to justify his discharge by the Railway.

46.1.4 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of sex, race, national origin, colour or religion.

46.2 Monthly Statement

The Union will provide the Railway with a monthly statement as to the amount levied against the members in accordance with the provisions of this Rule. The railway shall remit **same** to the Union not later ~~than~~ fifteen (15) calendar days from the date the statement is received. The Union will give a receipt to the Railway.

46.3 Deduction Of Dues

46.3.1 The Railway agrees during the lifetime of the agreement to deduct such sum as is authorized by the employee from his or her earnings each calendar month.

46.3.2 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.

46.3.3 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 North Vancouver, Squamish or Prince George within a reasonable time.

46.3.4 If the wages of an employee are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railway in such month.

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

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

46.3.7 The Railway shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an

error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Union, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.

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

46.3.9 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 46.1.2, all parties shall co-operate fully in the defense of such action. Each party shall bear its own cost of such defense except that, if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Railway and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payroll.

46.4 T-4 Disclosure

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

RULE 47 COUNCIL FUNDING

47.1 A deduction of three cents (\$0.03) per hour shall be made from employees' wages for each hour earned, such monies to be allocated to the operation of the Council.

47.2 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 48 AUTOMOBILE MILEAGE

48.1 Employees who are authorized to use privately owned vehicles in Railway service will be compensated according to current Railway policy. A monthly report of mileage claims must be made on the prescribed form, duly authorized.

RULE 49 JOB SECURITY AGREEMENT

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

RULE 50
BLUE FLAG RULES FOR PROTECTION OF
EMPLOYEES WORKING ON OR ABOUT TRAINS,
ENGINES OR CARS IN YARDS OR ON REPAIR
TRACKS

50.1 Purpose

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

50.2 General

This regulation conforms to Rule 26 of the Canadian Rail Operating Rules, Revision of January 16, 1990.

50.3 Application Of Blue Signals

50.3.1 Regular Repair Tracks

- (a) Where repair tracks are connected at both ends, a standard Blue Flag suspended from a staff clamped on the rail by day and Blue Light hung on same staff by night must be displayed at both ends of each track and, in addition, the switches at both ends of each track must be lined to prevent movement onto the track, and secured with a special lock other than the standard switch lock before employees commence work.
- (b) Where repair tracks are connected one end only, the same protection is required at the end of each track that is connected to the lead.

- (c) Foremen or other assigned responsible employees in charge must personally ensure that track protection is arranged including the application and removal of locks and Blue Signals. When it becomes necessary to remove same to permit switching operations during working hours, the party in charge must see that all employees are notified and out of danger before removing locks and Blue Signals. Protection must be applied before resuming work.

50.3.2 Shop Tracks

- (a) On tracks which provide entrance or exit from repair buildings, employees must not commence repairs which make it necessary to work in a dangerous position on equipment outside the building until the track has been protected as described in Rule 50.3.1 (a).
- (b) Within buildings, it is the responsibility of the Supervisor or other designated person, before requesting a movement of equipment, to ensure that no employees are working on equipment on the track on which the movement will occur.

50.3.3 Flat Traffic Yards (Manually Operated And Automatic Switches)

- (a) Employees, before making inspection, servicing equipment or performing minor repairs on or about cars or engines on tracks equipped with manually operated or automatic switches, must display the Blue Flag by day and Blue Light by night at a distance visible to

all concerned in advance of both ends of such cars or engines until all work is completed, after which Blue Flags and/or Lights must be removed. Each time prior to placing Blue Signals as described above, the Supervisor in charge of the switching and train operations must be notified. In addition, the switches at both ends of each track, with the exception of main track, must be lined to prevent movement onto the track, and secured with a special lock other than the standard switch lock before employees commence work.

- (b) All equipment requiring extensive repairs which makes it necessary for employees to work in a dangerous position should be placed on repair or shop tracks; however, if circumstances are such that this is impracticable to do, the Supervisor in charge of the switching and train operations must be notified so track can be removed from service if equipped with automatic switches. When possible, switches must be lined and locked with special locks to prevent movement onto the track. After completion of repairs, the Blue Signals and locks, if any, must be removed by the employees and the Supervisor in charge of switching and train operations must be advised that repairs have been completed and track released.

Note: The Supervisor in charge of the switching and train operations includes:

Co-ordinators

Terminal Supervisors and Assistants Car Movement Supervisors and Assistants, where applicable.

- (c) When carmen or a similar class of workmen are required to work on a train where the possibility of movement of train exists due to the connection of live power to that train, a blue signal will be displayed in the cab of the locomotive, visible to enginemen or other employees. Enginemen or other employees will respect the blue signal as part of the blue flag rules and must not move the locomotive until such time as the employee placing the signal has removed same.

50.3.4 Hump Yards (Manually Operated Switches)

Work performed on tracks equipped with manually operated switches will be governed by safety regulations as applicable in flat traffic yards.

50.3.5 Hump And Flat Traffic Yards (Equipped With Remotely Controlled Power Switches)

The Supervisor or other designated responsible person who assigns employees to work on cars or engines on any track must determine with the Yard Supervisor that the switches are lined away so as to prevent movement onto that track. operating levers are blocked or marked so that they cannot be used and will remain this way until notified by the same person that the work is completed. Employees must be made fully aware of the protection provided.

50.3.6 Siding Or Other Tracks At Other Than Terminal Points

Employees making repairs to cars, engines or other units of work equipment, on a siding or other track, at other than Terminal Points must first display a

Blue Signal at the ends of additional trackage and at both ends of sidings and take any other precaution deemed necessary to ensure their maximum safety. Before undertaking this work, they must notify the Train Dispatcher and secure assurance that any instructions to train crews which may be necessary have been issued. Upon completion of work, Blue Signals must be removed and the Train Dispatcher notified that repairs have been completed.

50.3.7 Night Work

When repairs have to be made after sunset or during weather conditions in which a Blue Flag cannot be plainly seen, a Blue Light must be displayed hung on the same staff.

50.4 Display Of Blue Signal

50.4.1 Each class of employee must display Blue Signals and the same class of employee are alone authorized to remove same.

50.4.2 Within each class of employee, the foreman or other responsible person as designated by the Supervisor in charge will display and remove Blue Signals.

50.4.3 Before removing **Blue** Signals, the responsible person must ensure himself that all employees working under the protection of his Blue Signal have completed their work and are made aware of the removal of this protection.

50.5 Blue Signal Requirement?

Display the Blue Flag by day and the Blue Light by night at a height of five (5) feet above rail level on a steel frame secured to the rail; the day signal must be of rigid material of not less than eighteen (18) inches by twenty (20) inches, and preferably twenty-two (22) inches by twenty-eight (28) inches, with rounded corners, painted on both sides, royal blue with a border of white one and one-half (1½) inches in width.

50.6 Application Of Rules Responsibility

Supervisors who assign employees to perform work under any of the circumstances outlined in the foregoing Rules must provide proper instructions to ensure that such employees comply with these regulations. All employees *are* required to adhere to these regulations and to give close personal attention to the protection of themselves and other employees.

50.7 Violation

Violation of the Blue Signal Rule or any action or condition that is likely to result in injury to anyone must be promptly reported to the Supervisor or other responsible person, so as to ensure maximum protection of all concerned.

RULE 51
CARMEN'S CRAFT SPECIAL RULES

51.1 Carmen's Qualifications

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

51.2 Carmen's Work

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

hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating, lettering; cutting of stencils and removing paint (not including use of sand blast machine or removing vats); all other work generally recognized as painter's work under the supervision of the Locomotive and Car Departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliances and train car repairers, on track auxiliary and hyrail wrecking crane operator, oxyacetylene and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work. It is understood that present practice in the performance of work between the carmen and boilermakers will continue.

51.3 Carmen Apprentices And Carmen In Training

Include carmen apprentices and cat-men in connection with the work as defined in Rule 51.2.

51.4 Carmen Helpers

Employees regularly assigned to help Carmen and apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, stock keepers (Car Department), operators of bolt threaders, nut tappers, rivet heaters, drill presses, and punch and shear operators (cutting only bar stock and scrap), painters' helpers, triple cleaners, sand blasters, car oilers and packers, cleaners for painters, dip tank men, dope and oil reclaiming, sterilizing drinking water tanks, thaw out men and all men

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

51.5 Wrecking Crew

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

51.6 Inspectors

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

51.7 Safety Appliance Work

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

51.8 Protection For Inspectors And Repair Men

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

51.8.2 Trains or cars while being inspected or worked on by train yard employees will be protected by blue flag by day and blue light by night. Employees covered by this Rule and Rule 51.8.1 shall be governed by the regulations as outlined in Rule 50.

51.9 Carmen One Man Points

51.9.1 A "one man point" is an outlying point where there is employed one carman, day, and one, night, or where there is only one carman employed.

51.9.2 Carmen stationed at one man points shall be allowed the equivalent of one hundred and eighty-nine (189) hours per 4-week period at not less than the hourly rate provided in Rule 28.

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

hundred and eighty-nine (189) hours per 4-week period, they shall be paid for all time worked in excess of one hundred and eighty-nine (189) hours per 4-week period at overtime rates.

51.9.4 Employees covered by this Rule shall be assigned to work five (5) days per week, their working hours shall be mutually arranged to suit conditions and less than eight (8) hours may be specified for certain days. The sixth day shall be considered as a stand-by day and employees must be available for call for work of an emergency nature or for the maintenance of customer services on such day. The seventh day, Sunday if possible, shall be their regular assigned rest day.

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

51.9.6 Service on an assigned regular rest day shall be paid at the overtime rates as provided for in Rule 2. Hours paid for on such rest day shall not be included in computing the one hundred and eighty-nine (189) hours per 4-week period after which overtime rates apply.

51.9.7 Such employees shall be compensated for the general holidays specified in Rule 43.1.1 in accordance with the provisions of Rule 43.3.

51.10 Miscellaneous

51.10.1 Air hammers, jacks, and all other power driven machinery and tools, operated by carmen or their apprentices, will be furnished by the Railway and maintained in safe working condition

51.10.2 Crayons, soapstones, marking pencils, tool handles, tape measure, saw-files, motor bits, augers, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and stripping pencils and brushes will be furnished by the Railway.

51.10.3 Carmen shall not be required to go out on track motor cars for road repair work unless the car is in charge of a qualified operator.

51.10.4 When necessary to repair cars on the road or away from the shops and/or repair tracks, a carman and helper in connection with carmen's work will be sent out to perform such work as putting in couplers, draft gear, truck repairs, putting cars on center, and wheels, and work of similar character, and wherever cars are set out for repairs on the road, facilities such as blocks, jacks, etc., will be provided. This will include carmen assigned to road repair vehicles in connection with all work generally recognized as carmen's work. Employees performing such work will protect themselves as per Rule 51.8.2.

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

51.11 Carmen's Apprentices

Regular apprenticeships will be established and apprentices shall be governed by the general rules covering apprentices.

51.12 Advanced Promotion Of Apprentices And Helpers

51.12.1 In the event of not being able to employ fully qualified carmen in accordance with Rule 51.1 and the carman apprentice program not providing employees enough to do the work, the force may be increased in the following manner.

51.12.2 Carmen apprentices who have completed their sixth term may be advanced to carmen at point employed in the order they commenced their apprenticeship and will be paid the basic rate of the position occupied. They will continue to be governed by the apprenticeship rules.

51.12.3 Advanced apprentices will not be considered as having carmen seniority during their period of advancement, however, upon completion of seven thousand two hundred (7200) hours, made up of hours worked as regular apprentices, and of those worked as advanced apprentices, will be granted seniority **on** the permanent carmen's seniority list as intended within the provisions of the apprentices' rules.

51.12.4 At certain locations and under certain conditions, where it is considered impracticable to institute on-the-job training, carmen helpers or other employees may be promoted, transferred or hired to carmen positions. Such employees will be governed

by the conditions of Rule 51.13.9 for seniority purposes and will be subject to the qualifying tests for carmen.

51.12.5 The duly authorized committee at the point concerned will be consulted and mutual understanding arrived at prior to advancing apprentices, promoting helpers, or transferring employees as carmen trainees.

51.13 Carmen Trainees

51.13.1 Carman helpers in their seniority order, or other employees, may be promoted, transferred or hired into carman trainee positions, subject to their ability to successfully complete a mechanical aptitude test and a suitable mathematical examination.

51.13.2 Other qualifications being equal, employees under the jurisdiction of the carmen's organization shall be given preference.

51.13.3 Prior to the completion of forty-five (45) working days as a carman trainee, such employees will be required to undergo craft tests related to the nature of the work to which they have been assigned. Such tests to be derived from the mutually agreed qualifying tests for carmen, and to be carried out in accordance with the conditions in the preamble thereof. Failure to qualify on this initial test will be sufficient to revert the employee to the last classification from which promoted. In the case of a newly hired employee, failure to qualify on such initial test will be sufficient to release him from service.

51.13.4 An employee in the service as of the effective date of this Agreement who qualifies on this initial test shall continue his training and must throughout his training continue to display the desire and aptitude to learn the trade or he will not be retained as a carman trainee and will revert to the last classification from which promoted. Such employees will not again be given the opportunity of promotion to carman trainee. Newly hired or transferred employees who do not display the desire and aptitude to learn the trade shall not be retained in the craft. Those employees who are retained as carman trainees will be required to undergo periodically the mutually agreed qualifying tests for carmen; such tests to be related to the nature of the work to which they have been assigned, and to be carried out in accordance with the preamble thereof. Carman trainees may be required when necessary or desirable to work on various work assignments and at other work locations within their seniority terminal or on the system, in order to further their training as carmen.

51.13.5 An employee hired who fails to qualify on any of these tests will not be retained in the craft, and such failure shall be sufficient to release him from service.

51.13.6 Carman trainees will receive the hourly rate of pay as specified in Rule 28.

51.13.7 Carman trainees promoted from work classifications under the jurisdiction of this craft will have their names continued on the seniority list(s) from which promoted, until they have qualified as fully qualified carmen and have established a seniority date on the permanent regular carmen's list,

under the provision of Rule 51.13.9. Those carmen trainees who have not already established seniority as coach cleaner, **shall** be accorded a date on the coach cleaner's seniority list equivalent to their seniority as carman helper.

51.13.8 Other employees hired as carman trainees, who have successfully passed the initial test outlined in Rule 51.13.3, will have their names entered on the seniority list(s) in the lower classification(s) coming under the jurisdiction of the carmen's organization, at the seniority terminal employed consistent with the date of entry as a carman trainee.

51.13.9 A carman trainee will be required to work four (4) years consisting of a total of one thousand and forty-four (1,044) days of cumulative compensated service in the trainee's classification as defined herein. Upon completion and on successfully passing all qualification tests, he will be placed on the carmen's permanent seniority list at the point at which he was promoted, with a date four (4) years retroactive from the date of such completion and shall have his name removed from the seniority lists of all lower classifications within the craft. Time off duty on account of bona fide illness and/or injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority date. However, all time lost shall be made **up** as training prior to the employee being allowed to establish fully qualified carman status.

51.13.10 A carman trainee who is laid **off** as a carman and/or unable to hold a carman Trainee position at the seniority terminal to which assigned, may:

- exercise his seniority as a carman trainee under the provisions of Rules 20.16.3 and 20.16.4, or
- exercise his seniority in the lower classification as per the intent of Rule 20.15.

By mutual agreement between the President and the proper Officer of the Railway, a carman trainee may be allowed, on compassionate grounds (i.e., illness), to exercise his seniority in the lower classification as per the intent of Rule 20.15.

A carman trainee shall be permitted to exercise his seniority as such only as provided in this Rule.

51.13.11 Should a carman trainee, due to the exercise of seniority under Rule 20.16.3, be assigned to a seniority terminal other than his home seniority terminal at the time he gains status as a fully qualified carman, his name will be placed on the carmen's permanent seniority list, as specified above, at both such terminals. Such an employee will then be subject to the terms of Rules 20.16.5 and 10.16.6.

51.13.12 Notwithstanding the provisions of the Collective Agreement, a carman trainee **will** not be permitted to displace a junior carman trainee who is senior to him a carman helper. In such circumstances, the next junior carman trainee who is not senior as a carman helper will be displaced.

51.13.13 An employee who holds seniority in more than one classification under the terms of the Collective Agreement and who transfers from one

seniority terminal to another will carry his seniority in each such classification with him.

51.13.14 An employee who holds seniority in more than one classification in the carmen's craft under the terms of the Collective Agreement will lose his seniority in all such classifications if, for any reason, he forfeits his seniority in one of those classifications.

51.13.15 Carman trainees will be allowed to exercise their seniority in the loser classification as per the intent of Rule 10.15 only in the event that they are laid off as carmen and/or unable to hold a carman trainee position at the seniority terminal employed, or in the event of compassionate grounds (i.e. illness) at which time they may be allowed to exercise their seniority by mutual agreement between the President and the appropriate Officer of the Railway.

51.13.16 When it becomes necessary to reduce the force of carmen at any seniority terminal, carman trainees and advanced apprentices will be reduced in reverse order of the date of entry into the carman classification. In the restoration of carmen forces, such carmen trainees will be required in their seniority order to continue their training.

51.13.17 Calculation of time shall commence from the date of first entry into the carman trainee classification for a continuous period of forty-five (45) days or more, following his last day of entry into service.

51.13.18 Employees hired or transferred into the carmen's organization with a view of becoming a

carman trainee will, when considered desirable by the Railway Officers concerned, be subject to such additional entrance requirements as may be mutually arranged between the appropriate Officer of the Railway and the President.

51.14 Carman Helpers Entering Apprenticeship Training Program

51.14.1 Carman helpers who have worked as carman helpers in the craft for not less than three (3) years consisting of a total of seven hundred and twenty-six (726) working days may, if able to meet other entrance requirements for regular apprentices, apply for apprenticeship training in the Craft. If selected, they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of **six (6)** terms of nine hundred (900) hours each or a total of five thousand four hundred (5400) hours. No other credits will be allowed. In the event two (2) or more applications are received, preference will be given firstly to applicants from the seniority terminal, and secondly to applicants from the system, except as may be mutually agreed between the appropriate Officer of the Railway and the President.

51.14.2 A helper entering the apprenticeship training program will have his seniority as a helper and/or coach cleaner protected during his term of apprenticeship, but shall not be permitted to revert to his former helper or coach cleaner's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 27.6. An apprentice who due to a reduction in staff reverts to helper or coach cleaner's status will, when an increase in staff permits, be obligated to resume his apprenticeship training.

51.14.3 Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

51.15 Coach Cleaners

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

51.15.2 An outlying point is a point where not more than three (3) coach cleaners are employed.

51.15.3 Coach cleaners will be given preference in filling carman helpers' positions if, upon application, they can be reasonably expected to perform the work.

51.15.4 Those accepting promotion to the helper's classification will have their names retained on the coach cleaner's seniority list and will continue to accumulate seniority in the coach cleaner's classification. Upon accepting a position as helper, coach cleaners will be obliged to continue in the helper's classification as long as their seniority permits them, and will only be allowed to revert and exercise their seniority in the coach cleaner's classification for medical reasons or upon being laid off as helpers.

51.15.5 Those coach cleaners who are promoted to helpers and subsequently qualify and accept promotion to the position of carman trainee, will

have their seniority protected in the coach cleaner's and helper's classifications, as per the provisions of Rule 51.13, until qualifying for seniority on the carmen's regular seniority list, at which time their names will be removed from the seniority lists of helpers and coach cleaners. This clause shall also apply to coach cleaners entering the carman apprentice training program.

RULE 52
SCOPE OF GENERAL AND SPECIAL RULES

52.1 Except as provided for under the special rules of each craft, the general rules shall govern in all cases.

RULE 53
RAILWEST OPERATION

53.1 After the closure of the Railwest Manufacturing Company Plant, should the Railwest building be used by the Railway as a car repair facility or car manufacturing plant, the Collective Agreement between the Railway and the Council of Trade Unions on behalf of the Brotherhood of Railway Carmen, Mount Garibaldi Lodge No. 1419, Cariboo-Peace River Lodge No. 30 and Capilano Lodge No. 99 will apply.

RULE 54
JURISDICTIONAL UNDERSTANDING

54.1 It is understood and agreed between the parties signatory hereto that any alterations or amendments herein proposed in work classification are for the purposes of clarification and rate fixing only, and shall not be interpreted as affecting or disturbing in any manner the jurisdictional understanding and practices between the signatory unions, parties to this Agreement, as now exists,

or may hereafter be agreed between the unions themselves.

RULE 55
CONTRACTING OUT

55.1 It is the Railway's intention to keep work within the Company provided the necessary facilities, licenses, equipment and qualified personnel are available; and that the work can be done in a manner that is competitive in terms of cost and quality and within projected time limits.

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

- when the skills necessary are not available from within the Railway; or
- when sufficient employees, qualified to perform the work, are not available from the active employees or those placed on layoff by the Railway; or
- when essential equipment or facilities are not available and cannot be made available at the time and place required from Railway owned property or which may be leased from other sources at a reasonable cost without the operator; or
- where the nature, the volume, or the duration of the **work** is such that it does not justify the capital or operating expenditure involved or the undue fluctuations in employment; or

- the required time for completion of the work cannot be met with the skills, personnel or equipment on the Railway.

55.3 Except in cases of emergency or where time constraints make it unreasonable to do so, the Railway will consult with the Union in advance of the date contracting out is contemplated. The cost effectiveness of proposed contracting out will be documented by the Railway, disclosed to, and discussed in detail with the Union affected. The Railway will consider in good faith and give due consideration to any alternative to contracting out advanced by the Union and will meet and discuss the alternative with the Union before making its decision as to whether the work will be contracted out.

55.4 It is understood that if a third party arbitrator finds that the Railway has not engaged in proper consultation pursuant to this Rule, the arbitrator may assess damages against the Railway.

55.5 The introduction of a contractor into a Railway operation will not result directly in the loss of employment of any permanent full-time employee except where justified by special circumstances.

55.6 Pursuant to Rule 55.5, should a dispute arise concerning the justifiable special circumstances, the parties agree to refer the matter to Umpire Vince Ready (or an alternative appointed by Vince Ready) on an expedited basis, for a final and binding resolution.

**RULE 56
AMENDMENTS TO THE COLLECTIVE
AGREEMENT**

56.1 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 within thirty (30) days at the request of either party 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 57
SUCCESSORSHIP**

57.1 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.

57.2 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 58
UNION-MANAGEMENT CONSULTATION

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

58.2 Objectives & Functions

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

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

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

Union-management consultation does not imply agreement on issues discussed nor does it in any way interfere with management's authority or obligation

to manage or each union's legal rights under the Labour Relations Code or the applicable collective agreement.

58.3 Matters for Discussion

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

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

58.4 Meetings

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

58.5 Participants in the Consultation Process

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

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

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

58.6 Procedures

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

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

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

RULE 59
JOINT UNION/MANAGEMENT SAFETY
ADVISORY COMMITTEE:

INTRODUCTION

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

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

committee and the issues it may be required to review.

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

THE COMMITTEE PARTICIPANTS

The Committee will be comprised of one designate from each of the Constituent Unions of the Council of Trade Unions and Railway designates. The Committee will be chaired jointly with each party designating a co-chairman.

The Council of Trade Unions shall designate an Advisor, from the unionized workforce, one additional employee who will attend all Joint Union/Management Safety Advisory Committee meetings on the same basis and with the same status as that of the Railway's Advisor as outlined below.

The Railway's Advisor will attend all meetings with the committee as a non-voting member for the purposes of providing advice, guidance as well as acting as a research resource to the committee respecting issues discussed.

The Railway will pay for the cost of the unions' representatives to attend at each of the three regularly scheduled meetings held each year. This cost will include lost wages (if appropriate), transportation expenses and other reasonable documented expenses in accordance with Railway policy. These payments will not be made to advisors, observers or visitors. The parties will meet their own

costs for meetings in addition to the three regularly scheduled meetings referred to above.

A quorum will consist of a total of eight members or alternates as may be assigned by the designate member(s) of the Committee.

Voting will be accomplished through an equal number of votes between the Council and the Railway. A majority vote of the Committee will be required to progress issues to finalization. The provision under section "Process for Resolving issues before the Committee" will apply.

OBJECTIVES AND FUNCTIONS OF THE COMMITTEE

The Committee is charged with addressing issues unresolved at the OH&S committee level and providing recommendations for their resolution and providing advice and guidance on issues referred to the Committee by OH&S Committees.

Though a process involving meaningful dialogue and good faith, every attempt will be made to recommend practical solutions and implement these solutions through Committee involvement. The Advisory Committee will make recommendations respecting OH&S solutions to safety problems, good housekeeping and generally the issue of health and safety on the Railway.

The committee will be charged with the responsibility of discussing general OH&S issues including but not limited to issues such as ergonomics, noise levels, first aid, training and education.

**SPECIFIC RESPONSIBILITIES OF THE
ADVISORY COMMITTEE**

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

7. To inspect specific sites when there is appropriate justification for doing so as determined by the Advisory Committee consensus in compliance with the previous paragraph.

Note: These specific responsibilities will not detract from the normal line of communication between employees, local OH&S committees and their supervisors at specific work site locations. Rather, the Advisory Committee role **is** to enhance the effective functioning of local area safety committees through increased awareness and through the encouragement of timely attention to specific safety concerns.

PROCESS FOR RESOLVING ISSUES BEFORE THE COMMITTEE

Local OH&S committees are charged with the responsibility of being proactive in addressing and resolving OH&S matters. The Advisory Committee will review issues which are unresolved and have been referred to this Committee through adherence to the following process:

Unresolved issues brought forward to the Advisory Committee by local OH&S committees must be accompanied by comprehensive documentation by both parties after notice being given outline specifically:

- the issue;
- the efforts made to resolve the issue; and,
- reasons why the issue remains outstanding

The Advisory Committee will make a timely determination on the issues raised and will communicate the decisions(s) back to the local OH&S for follow-up. The Advisory Committee will not address issues raised to this level in the absence of documentation which reflects reasonable efforts on behalf of the OH&S committees to resolve these issues.

Action on the part of the Advisory Committee will be determined by a simple majority vote of the committee representatives. Where a simple majority cannot be reached within the Committee, the Committee co-chairmen will present a written brief within fourteen days complete with reasons supporting their respective positions to the executive committee on BC Rail. Briefs will be coordinated to the Executive Committee through the office of the Senior Vice-president, Human Resources and Strategic Planning. The Executive Committee will respond to the briefs presented without undue delay.

In addition to the foregoing, when decisions of the Advisory Committee are not acted upon by line management within a reasonable period of time, the unresolved issues will be directed for action to the Senior Vice-President, Human Resources and Strategic Planning who will review the matter with the executive and the response will be issued without undue delay.

Where after fourteen days an issue remains unresolved after the expiration of the process(s) noted above each party will submit a brief fully outlining the issue to the Ministry responsible for Occupational Health and Safety regulations pertaining to BC Rail. Contained in each brief will

be a request that the Ministry expeditiously review and report back to the parties outlining their views respecting the issue submitted.

MEETINGS AND MINUTES

Locations of meetings will be determined by the co-chairman. Either party can call a meeting with seven days notice.

Minutes will be kept and circulated to all Council Constituents following each meeting. The minutes will provide a brief summary of each party's position followed by the status of the issue. Minutes from the previous meeting will be reviewed at the commencement of the next scheduled meeting of the Committee for approval.

RULE 60 UNION EDUCATIONAL FUND

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

RULE 61 RECOGNITION OF UNION REPRESENTATIVES

61.1 The Union shall elect or appoint local committees and other representatives (e.g. safety committee) from among members in the bargaining unit and shall notify the Railway in writing of such election, appointments and/or deletions as they occur. The Railway will recognize shop stewards and not discriminate against them for lawful

union activity including grievance handling and other union business on Railway premises.

RULE 62
TERM OF AGREEMENT



~~62.1 This Agreement shall be in full force and effect from the first day of January AD 1996 until the thirty-first day of December, AD 1997 and shall remain in full force and effect from year to year thereafter PROVIDED THAT either party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the thirty-first day of December, AD 1997 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.

63.2 Except where an article indicates its effective date, all revisions from the previous agreement and all new Rules will become effective on the 9th day of May, 1996.

63.3 Should either party give written notice to the other ~~Party~~ pursuant to Rule 61.1 (a) hereof, this Agreement shall 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 patties shall conclude a renewal or revision of the Agreement or a new collective agreement.


WAGE ADJUSTMENTS


In lieu of a wage adjustment a lump sum payment of \$500 (five hundred dollars) will be paid to all active employees, (i.e. working and employees on WI and WCB--less than 2 (two) **years**), on the payroll at the date of signing of this memorandum of agreement. This lump **sum** will cover the period from January 1, 1996 to December 31, 1996 inclusive.

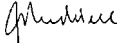
A second lump sum will be paid in lieu of a wage adjustment on January 1, 1997 in the amount of \$500 (five hundred dollars) for the period from January 1, 1997 to December 31, 1997 inclusive. This payment will be paid to **all** active employees (i.e. working and employees on WI and WCB--less than 2 (two) years), on January 1, 1997.


IN WITNESS WHEREOF duly authorized officers and/or representatives of the parties hereby *affix* their signatures to this Collective Agreement, this 9th day of May, 1996.

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



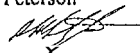
M. Suter



P. Jensen


J. Ruddell


R Hurren



R. Peterson


R. Gatzka


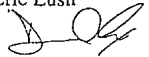
B. Sharpe

**FOR THE NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURE IMPLEMENT
WORKERS UNION OF CANADA (CAW CANADA)
RAIL DIVISION, LOCAL 102**

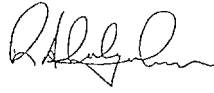



R Hurren

FOR BC RAIL:


Eric Lush


David Cox



Bob Colquhoun


Wayne Carkner

APPENDIX 1

LETTER OF UNDERSTANDING BETWEEN BC RAIL LTD. AND CAW LOCAL 102 RESPECTING THE PROTECTION AND PROVISION OF AUXILIARY OR OTHER SERVICES

1. At locations where employees are required to protect services such as auxiliary wrecking outfits, hrrail cranes, hydraulic reraillers and road repair trucks, they shall be given an opportunity, by bulletin, to bid on the position they wish to protect. For each such service there shall be a regular list and a spare list. Where practicable, employees will be permitted to hold a position in only one such service at any one time.
2. Employees successful to a bulletin to protect such position will place their telephone numbers with the proper officer of the Company. Such employees will be required, except as otherwise provided herein, to be available for call and able to report for duty within one hour or as soon as possible if so specified at the time of call. If not available, others may be called pursuant to the provisions of paragraph 12 herein.
3. In the event an employee assigned to protect a position on a regular or spare list desires to be released temporarily from the requirement to be available, the employee must notify the proper officer of the Company. An employee's

request will be considered provided there are sufficient employees available from the regular and/or spare list concerned to adequately protect the service. An employee absent on banked time will be considered as booked off the service.

4. When vacancies are declared on the regular and spare lists of a service for which replacements are required or when new positions are created or additional protection is required in a service, such vacancies will be bulletined to employees at the point where protection is required within the seniority terminal.
5. In the filling of bulletins, employees assigned to the day shift shall be given first preference and employees assigned to other shifts shall be given second preference.
6. Employees assigned to regular and spare lists for the respective service shall be called as required. They shall be called in seniority order.
7. The Company will make all reasonable efforts to contact employees who are assigned to a regular or spare list and who are available for service. Failure to contact an employee will result in the next senior employee on the regular and then the spare list being called to satisfy the manning requirements of the particular service call. The supervisor making such calls will identify himself as from BC Rail.

8. An employee assigned to a regular or spare list who on three consecutive calls is available for duty and who refuses the call will be disqualified from his position to protect the service in question.
9. An employee on a spare list for a service who is called for such work will not be subject to displacement by a senior employee on the spare list or an employee on the regular list who has made himself available for duty after commencement of the service. The exception to this is when service within the home terminal is required. In these instances, displacement of junior employees by senior employees making themselves available for duty will be allowed. In these instances, the onus is on the auxiliary foreman to call such employees. Employees will be called for the following day at the completion of the day's shift.
10. Employees assigned to a regular or spare list will not be subject to call from the time they book off the *call* board until the *time* they book on to the call board, or until the commencement of the first shift worked following their vacation.
11. Employees assigned to a regular or spare list scheduled to take annual vacation will be given the option of accepting or declining a call for service which might carry into the vacation period. Should employees accept a call which continues into the vacation period they will be obliged to remain in the *service* called for until completion of the assignment and in that event the vacation period will be rescheduled by

APPENDIX 2

**LETTER OF UNDERSTANDING BETWEEN
BC RAIL
AND
CAW LOCAL 102**

Notwithstanding the other provisions of the Collective Agreement, and as a result of our discussions on June 1st, 1993, it is understood that Carmen at Squamish will be eligible to hold only one bulletined position.

This Letter of Understanding can be canceled by either party upon thirty (30) days written notice to the other party.

Signed this 1st day of June, 1993.

SIGNED FOR THE RAILWAY: D. Cox

SIGNED FOR THE UNION: R. Hurren

APPENDIX 3

**LETTER OF UNDERSTANDING
BETWEEN
BC RAIL
AND
THE BROTHERHOOD RAILWAY CARMEN
RESPECTING PRINCE GEORGE MAINLINE CAR
REPAIRS**

“As a result of our Blue Flag Committee meeting of February 8, 1988; it is hereby understood that due to the inability to lock out mainline at Prince George, Carmen will not be required to perform mobile yard type repairs on the mainline at Prince George. In the event that repairs are required to facilitate movement of cars from mainline to trackage which **may** be locked out, only such repairs to facilitate that movement shall be made.

This does not restrict the Railway from requesting the servicing and inspecting of trains on the mainline.”

Dated: April 28, 1988

SIGNED FOR THE RAILWAY: *R. Leche,*
Labour Relations
Officer

SIGNED FOR THE UNION: *V. Paull,*
General Chairman

**APPENDIX 4
GENERAL HOLIDAY PAY FOR PART-TIME
COACH CLEANERS**

This has reference to discussions regarding General Holiday pay for part-time Coach Cleaners.

I have today issued instructions to the Payroll Department that those part-time employees who qualify with respect to pay for the General Holiday, that is, they have rendered compensated service on 12 days within the 30 calendar days immediately preceding the Holiday, are available on the Holiday, if require, etc., **are to** be paid on the basis of the average number of hours worked on each tour of duty during the four week period immediately preceding the week in which the General Holiday occurs. An example of this would be as follows:

Employee Smith worked on 16 days in the four week period prior to the week of the Holiday. One 4 of those days he worked 8 hours on each day. On the other 12 days he worked 4 hours each day.

Total Starts = 16

Total Hours worked = 80

General Holiday Pay = 80 divided by 16 = 5 hours

The General Holiday payment would be 5 hours.

Work performed on the Holiday would, of course, be paid at the time and one-half rate.

Please return the original signed copy.

SIGNED FOR THE RAILWAY: T. Teichman

**SIGNED FOR THE UNION: S.A. Horodyski
on June 28, 1982**