

Agreement No. **12**  
between  
Ontario Northland Railway  
and  
The Associated Shop Unions  
**Representing**

National Automobile, Aerospace and Agricultural  
Implement Workers' Union of Canada (**Caw-Canada**)

**International** Association of Machinists and  
Aerospace Workers

International Brotherhood of Boilermakers, Iron ship  
Builders, Blacksmiths, Forgers and Helpers

International Brotherhood of **Electrical** Workers

United Association of Journey men and Apprentices  
of the Plumbing and Pipe fitting Industry of the United  
States and Canada

Sheet Metal Workers' International **Association**

international Brotherhood of **Firemen** and Oilers

Governing

Rates of Pay

and

Rules of Service

for

Locomotive and Car Departments

Revised and reprinted **effective April 12, 1992**

*except as otherwise indicated herein*

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INDEX

<b>RULE</b>	<b>PAGE NO.</b>
<b>SECTION 1- HOURS OF WORK AND RATES OF PAY</b>	
Rule 1 Hours of Work and Meal Period.....	1
Rule 2 Assignment of Rest Days.....	3
Rule 3 Relief Assignments .....	5
Rule 4 Temporarily Replacing Other Employees .....	6
Rule 5 Checking In and Out .....	6
Rule 6 Hourly Rates of Pay & Shift Differentials.....	6
Rule 7 Shop Close Down .....	11
Rule 8 Breakdown .....	11
Rule 9 Pay Procedures.....	12
Rule 10 Temporary Transfers.....	12
Rule 11 Hourly Rates Employees Away from Home.....	13
Rule 12 Road Work .....	13
Rule 13 Road Work Employees Paid 181.3 Hours .....	14
<b>SECTION 2 -OVERTIME</b>	
Rule 14 Overtime.....	17
Rule 15 Overtime and Calls.....	18
Rule 16 Banking .....	21
Rule 17 Emergency Calls and Wrecking Service .....	21
<b>SECTION 3 - SENIORITY</b>	
Rule 18 Promotion to Position of Leading Hand.....	24
Rule 19 Seniority .....	25
Rule 20 Laid Off Employees Securing Work....	33

RULE	PAGE NO.
<b>SECTION 4 - SKILLED TRADES</b>	
Rule 21 <b>R</b> estrictions .....	34
Rule 22 <b>L</b> abourers Performing Helpers' Work...	34
Rule 23 <b>S</b> crapping Work.. .....	34
Rule 24 <b>A</b> pprentices .....	35
Rule 25 <b>J</b> ourneyman/Women Standards.....	43
Rule 26 <b>L</b> ines of Demarcation .....	44
<b>SECTION 5 - SPECIAL RULES</b>	
Rule 27 <b>M</b> achinists' Special Rules .....	46
Rule 28 <b>B</b> oilermakers' Special Rules .....	51
Rule 29 <b>B</b> lacksmiths' Special Rules .....	56
Rule 30 <b>S</b> heet Metal Workers' & Pipefitters' Special Rules .....	61
Rule 31 <b>E</b> lectrical Workers' Special Rules .....	65
Rule 32 <b>C</b> armen's Special Rules.. .....	71
Rule 33 <b>L</b> abourers' Special Rules .....	84
<b>SECTION 6 - GRIEVANCES</b>	
Rule 34 <b>I</b> nvestigations and Grievance Procedure .....	87
Rule 35 <b>F</b> inal Disposition of Grievances.....	90
<b>SECTION 7 - SAFETY AND HEALTH</b>	
Rule 36 <b>P</b> ersonal Injuries .....	94
Rule 37 <b>F</b> aithful Service .....	94
Rule 38 <b>P</b> rotection of Employees .....	95
Rule 39 <b>E</b> xhausting of Steam & Fumes from Loco .....	95
Rule 40 <b>S</b> ignal Protection .....	96

<b>RULE</b>	<b>PAGE NO.</b>
<b>SECTION 8 - GENERAL</b>	
Rule 41 Bulletin Board.....	99
Rule 42 Free Transportation.....	99
Rule 43 Use of Private Automobile.....	100
Rule 44 Deduction of Union Dues .....	100
<b>SECTION 9 - LEAVES</b>	
Rule 45 Absence from Work.....	105
Rule 46 Leave of Absence .....	105
Rule 47 Attending Court.....	106
Rule 48 Jury Duty.....	106
Rule 49 Bereavement Leave .....	107
Rule 50 Salary Continuation.....	108
Rule 51 General Holidays.....	108
Rule 52 Annual Vacations .....	112
<b>SECTION 10 -BENEFITS</b>	
Rule 53 Employment Security & Income Maint. Plan.....	121
Rule 54 Life Insurance Upon Retirement .....	121
Rule 55 Employee Benefit Plan .....	122
Rule 56 Dental Plan.....	122
Rule 57 Continuation of Benefits.....	122
<b>SECTION 11 - CONTRACT CLAUSES</b>	
Rule 58 Procedure .....	123
Rule 59 Revision of Rules .....	123
Rule 60 Scope of General and Special Rules .....	123
Rule 61 Printing of Agreement .....	124
Rule 62 Duration of Agreement.....	124
<b>SECTION 12 -APPENDICES</b>	
Letters of Understanding .....	126

SECTION 1 -HOURS OF WORK AND RATES OF PAY

Rule 1 - Hours of Work and Meal Period

Rule 2 - Assignment of Rest Days

Rule 3 - Relief Assignments

Rule 4 - Temporarily Replacing Other Employees

Rule 5 - Checking In and Out

Rule 6 - Hourly Rates of Pay and Shift Differentials

Rule 7 - Shop Close Down

Rule 8 - Breakdown

Rule 9 - Pay Procedures

Rule 10 - Temporary Transfers

Rule 11 - Hourly Rates Employees Away From Home Station

Over 30 Days

Rule 12 - Road Work

Rule 13 - Road Work Employees Paid 181.3 Hours Per

Four-Week Period

RULE 1

Hours of Work and Meal Period

1.1 Except as otherwise provided herein eight hours shall constitute a day's work. All employees coming under the provisions of this schedule, except as provided for in Rule 13, shall be paid on the hourly basis.

Work Hours for Main Shops

1.2 Where one shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m., unless otherwise mutually agreed, working eight (8) consecutive hours, with an allowance of a 20-minute paid meal period within the limits of the fifth hour.

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**1.3** Where two shifts are employed the starting time of the shift other than the day shift shall be 4:00 p.m. or 12:00 midnight, working eight (8) consecutive hours, five (5) nights per week with an allowance of twenty (20) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.

**1.4** Where three (3) shifts are employed for those employees working on three-shift basis, the starting time of the first shift shall be as may be mutually agreed and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

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

(i) Midnight shifts shall be recognized as the first shift.

(ii) Day shifts shall be recognized as the second shift.

(iii) Afternoon shifts shall be recognized as the third shift.

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

#### Work Hours for Running Work

**1.7** 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.

**1.8** At running points, shifts shall be designated within a twenty-four-hour period as follows:

(i) Midnight shifts shall be recognized as the first shift;

(ii) Day shifts shall be recognized as the second shift;

(iii) Afternoon shifts shall be recognized as the third shift.

**1.9** Where one or two shifts per 24 hours are worked the starting time for any portion of the staff may be arranged to commence and finish within the limits of: day

work 8 hours between 6:00 am and 5:00 pm and night work 8 hours between 5:00 pm and 6:00 am:

**1.10** The starting time for each employee shall be fixed and shall not be changed without at least twenty-four hours' notice.

**1.11** Where one, two or three shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. By agreement between the representatives of the Railway and the recognized representatives of the Employees, it may be arranged to extend the meal period to thirty (30) minutes or one (1) hour for the employees on the day shift, the period in addition to twenty (20) minutes to be without pay.

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

**1.13** 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 Local Chairperson and the proper officer of the Railway, be arranged to meet these local conditions.

## RULE 2

### Assignment of Rest Days

**2.1** Except as may be provided in Rules 7.13, 31.5 and 32.10 to 32.16 inclusive, employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive as far as 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.

**2.2** 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 2.1 it shall be incumbent on the Railway to show that such departure is necessary to meet operational requirements and shift changes will require consultation with the union prior to implementation.

**2.3** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees covered by Rule 2.1 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 2.3 the Local Chairperson will be advised.

(a) All possible regular relief positions shall be established pursuant to Rule 3.

(b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.

(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 Local Chairperson,



(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 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 day at overtime rates and thus withhold work from additional relief employees,

### RULE 3

#### Relief Assignments

**3.1** All possible regular relief assignments with five (5) days work per week and two (2) consecutive rest days (subject to Rule 2) 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.

**3.2** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Railway and the Local Chairperson concerned, 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. The Local Union will be consulted prior to implementation.

**3.3** 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 4**

Temporarily Replacing Other Employees

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

**RULE 5**

Checking In and Out

**5.1** Effective April 12, 1992, the allowance of one minute for each hour actually worked during the week as paid on December 31, 1991, will be rolled into the basic rate of pay of all classifications.

**RULE 6**

Hourly Rates of Pay and Shift Differentials

**6.1** Class of Employee:

	Rates of Pay Effective	
	Jan.1/92	Jan.1/93
	2%	3%
Minimum Rates (Hourly)		
Leading Hand Mechanics	\$18.622	\$19.181
Machinists	8.285	18.834
Machinists' Helpers <i>Base</i>	15.160	15.615
Boilermakers	18.285	18.834
Boilermakers' Helpers	15.160	15.615

Blacksmiths	18.285	18.834
Blacksmiths' Helpers	15.160	15.615
Blacksmiths regularly (not necessarily continuously) working or making materials the equivalent of six in. square or over shall be classified as Hammersmiths	18.688	19.249
Hammersmiths' Helpers (working with blacksmiths referred to in the preceding paragraph) and heaters on heavy blacksmiths' fires and drop hammer furnaces	15.565	16.032
Blacksmiths regularly (not necessarily continuously) working material the equivalent of four inches square or over shall be classified as Heavy Fire Blacksmiths	18.489	19.044
Hammer operators and helpers working with hammersmiths or heavy fire blacksmiths	\$15.362	\$15.823
Pipefitters	18.285	18.834
Pipefitter's Helpers	15.160	15.615
Sheetmetal Workers	18.285	18.834
Sheetmetal Workers' Helpers	15.160	15.615
Electrical Workers covered by Rule 57.2	18.285	18.834
Electrical Workers' Helpers	15.160	15.615
Trainee Mechanics covered by Rule 32.4(c)	16.763	17.266

Carmen	18.285	18.834
Carmen's Helpers	15.160	15.615
Coach Cleaners	14.078	14.500
Classified Labourers, Ashpitmen & Engine Preparers		
1st year	13.692	14.103
2nd year	14.037	14.458
Thereafter	14.257	14.685
Stationary Engineers		
3rd	18.411	18.963
4th	17.245	17.763
No certificate	15.528	15.994
Chief Operating Engineers		
3rd Class	19.885	20.482
4th Class	18.649	19.208
Stationary Firemen		
1st year		
Thereafter		
Engine Attendants	15.748	16.220
Engine Attendant's Helper	14.429	14.862
Forklift Operators and Material Handlers	15.160	15.615
Engine Watchman, Work Train Service	• \$598.00	\$615.94
Terminal Watchman Moosonee *	650.28	669.79
Seasonal Watchman Moosonee *	569.72	586.81
Watchman - Rouyn	* 615.60	634.07
• Covers all service on regularly assigned working days.		
Students	7.25	7.25

51  
1

Cost of Living (1992):

In the event that the 1992 average CPI exceeds the 1991 average CPI (126.2) by more than 4%, such excess percent-age increase in the CPI will be paid to employees in a lump sum, an amount equal to \$.01 per hour for each .11 point increase in the 1992 average CPI Increase which exceeds 4% over the 1992 average CPI.

**6.2** (a) Effective from December 31, 1973 the thirty-cent (\$.30) skill differential previously in effect has been incorporated into the basic rate of pay.

(b) An employee who is promoted to or hired in a mechanic or trainee mechanic position on or prior to January 1, 1968, shall, until such time as he/she becomes a fully qualified mechanic and is placed on a permanent craft seniority roster, be paid the basic rate of the mechanic's position or positions occupied. The basic rate of the position occupied shall continue to be paid to such employee during all periods that employee occupies a position of mechanic subsequent to January 1, 1968.

(c) Effective January 1, 1968, 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 rates as shown in Rule 6.1 except as otherwise provided for in Special Rules.

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

**6.3** 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.

**6.4** Mechanics regularly assigned as markers off or layout men shall be paid as per Rule 6.1.

**Shift Differentials** 44/1000<sup>35</sup> 45/1000<sup>40</sup>

**6.5** Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of thirty-five cents (\$.35) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of forty (\$.40) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

Student Rule and Rates of Pay:

**6.6** (a) Students may be hired, where warranted, to supplement the staff and to provide relief for regular employees.

(b) The rate of pay for students will be \$7.25 per hour. Such rate is not subject to general wage increases but may be re negotiated from time to time.

(c) Students will only be hired under this Article during the period May 1 to September 15. They will be engaged for a specific period of time, will not accumulate seniority and will not obtain bidding rights. They will also not qualify for fringe benefits other than those required by law.

(d) In the event that employees holding seniority under this agreement are faced with lay-off or are on laid-off status, they will be given preference in employment over students covered by this rule.

(e) In North Bay students will not work as Engine Attendants or Engine Attendant Helpers if regular employees are available.

(f) Where students are employed they will not be given preferred assignments in advance of regular employees.

NOTE: In the Car Department, students may be hired as Coach Cleaners in Cochrane during the period specified in this rule. Before students are hired as coach cleaners, for special projects at other points, the matter will be discussed with and approval given by the C.A.W. Local Union President.

#### RULE 7

##### Shop Close Down

**7.1** 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 8

##### Employees Required to Work When Shop Closed Down

Due to Breakdown in Machinery, etc.

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

## **RULE 9**

### **Pay Procedures**

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

**9.2** 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.

## **RULE 10**

### **Temporary Transfers**

**10.1** 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 time ordered to leave home station to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and for all other time, whether waiting or traveling. If on arrival at the out-lying 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.

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

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

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

**10.5** If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight time rate.



## **RULE 11**

### **Hourly Rated Employees**

#### **Away From Home Station Over 30 Days**

**11.1** When it becomes necessary to transfer an employee to another terminal under Rule 10 for a period in excess of 21 days, the relief will be bid in a maximum of 3 week increments. Employees will be allowed travel time for each incremental period as per Rule 10.1.

## **RULE 12**

### **Road Work**

**12.1** Employees regularly assigned to roadcar repair work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting or traveling, exclusive of the meal period as follows.

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

**12.3** The starting time not to be earlier than 6 a.m. or later than 8 a.m.

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

**12.5 EXCEPTION** - Where the schedule of trains interferes with the starting time an agreement may be entered into by the Superintendent of the Department affected and the local Chairperson affected.

**12.6** 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 Rule 14.1 and 14.2 and 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 point where work is performed, employees will be paid according to Rule 17 until they reach lodging, home station or boarding car.

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

**12.8** Employees sent out on road repair work under this Rule 12 on regularly assigned rest days shall be paid time and one-half for working, waiting and traveling with a minimum of eight (8) hours at time and one-half.

**12.9** Employees sent out on a holiday which is the employee's regular rest day shall be governed by Rule 52.2.

**12.10** Employees sent out on a holiday which is the employees' regular work day shall be paid in accordance with Rule 52 with a minimum allowance of eight (8) hours at the appropriate rate.

### **RULE 13**

#### **Road Work Employees Paid**

##### **181.3 Hours Per Four-Week Period**

**13.1** Employees regularly assigned to perform road work and paid on the basis of 181.3 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 181.3 hour, four-week period is arrived at

by multiplying the hourly rate by 160 straight time hours and 21.3 hours at time and one-half. If required to work in excess of 181.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period. If these total overtime hours worked exceed 63.9 (comprised of 21.3 hours x 3 four-week periods) such additional hours worked in excess of 63.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

NOTE: Should an employee take a position paid on the basis of this Rule 13.1, and remain on such position for a period of less than twelve (12) weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

**13.2** Such employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Rules 14.6, 14.7, 14.8 and 15.

**13.3** Such employees shall be compensated for the general holidays specified in Rule 51.2 in accordance with the provisions of Rule 51.12 to 51.14 inclusive.

**13.4** The regularly assigned road employees under the provisions of this Rule 13 may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

**13.5** 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.

**13.6** If it is found that this Rule 13 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.

SECTION 2 -OVERTIME

Rule 14 - Overtime

Rule 15 - Overtime and Calls

Rule 16 - Banking

Rule 17 - Emergency Calls and Wrecking Service

**RULE 14**

Overtime

**14.1** 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.

**14.2** Double time (except as provided in Rule 17 for wrecking service) shall apply after an employee has actually performed 16 hours service in any 24-hour period computed from the time the employee actually commenced work. In Emergency Service (Rule 17) and Road Work (Rule 12), straight time rates will again become effective at the starting time of the employee's regular shift. *MB*

**14.3** 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 moving from one assignment to another or to or from a laid-off list, or where rest days are being accumulated under Rule 2.3.

**14.4** There shall be no overtime on overtime: neither shall overtime hours paid for other than hours not in excess of eight 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 arbitrations 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.

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

#### Work on Assigned Rest Days

**14.6** Employees required to work on regularly assigned rest days except when these are being accumulated under Rule 2.3 (c) shall be paid at the rate of time and one-half.

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

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

### RULE 15

#### Overtime and Calls

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

**15.2** (a) Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meal will not terminate the continuous service period and will be paid for up to twenty minutes at time and one-half.

(b) The right of any employee to go for a meal after having performed an hour's work after the completion of his/her regular shift is unquestioned.

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

**15.3** Employees called or required to report for work and reporting but not used will be paid a minimum of three (3) hours pay at the prevailing overtime rate. <sup>4/6</sup>/<sub>03</sub>

**15.4** Employees called or required to report for work and reporting will be allowed a minimum of three (3) hours at prevailing overtime rate for three (3) hours work or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays in train movement. <sup>4/6</sup>/<sub>03</sub>

**15.5** 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.

**15.6** Employees called or notified to return to work in other than their regular assigned hours will, on responding to calls, be advised the emergency for which called. This will not, however, prevent employees being used for other emergency work which might develop subsequent to the time called.

**15.7** Employees will only be required to attend investigation outside their working hours when the requirements of the service will not permit the taking of statements during regular working hours and will be paid at the prevailing overtime rate as provided under this Rule 15.

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

Work on Saturdays and Sundays

**15.9** 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.

**Equalizing Overtime**

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

**15.11** At points where sufficient number of employees are employed, employees shall not (except as provided for in Rule 15.10) work two (2) consecutive rest days (holidays to be considered as rest days).

**15.12** Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally.

Changing Shift

**15.13** Employees changing from one shift to another and commencing work within 24 hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work



alternately on stated shifts, to employees changing positions under the exercise of their seniority rights, nor to employees in regular relief service.

## RULE 16

### Overtime Banking

**16.1** Employees working overtime will have the option of banking the half-time portion of hours worked overtime to a maximum of 24 hours per year.

**16.2** Hours banked may be taken in either full day increments or as wages at the employees current rate of pay and must be cleared from the employees account prior to December 15th.

**16.3** Requests must be made in advance unless due to bona fide illness and are subject to the requirements of service.

## RULE 17

### Emergency Calls and Wrecking Service

**17.1** Employees 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 home station until their return for all time worked, in accordance with the practice at 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.

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

**17.3** Employees will be called as nearly as possible one hour before leaving time and on their return will deliver tools at points designated.

**17.4** If required to leave home station, during overtime hours, they will be allowed one hour preparatory time at time and one-half.

**17.5** 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.

**17.6** Employees engaged in wrecking service shall be paid under this Rule 17, 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 52. Their pay shall be continuous including meal period during the first twenty-four (24) hours.

**17.7** 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.

**17.8** Wrecking service will commence at time called.

**17.9** This Rule 17 also applies to Carmen and other employees sent out on the road for other emergency work, except as to Carmen regularly assigned for road repair work as per Rule 12.

**17.10** Employees who are called for emergency or wrecking service and who, upon responding, are not sent out of terminal will be paid a minimum of four (4) hours at straight time rate. The minimum of three hours overtime rates for a call as provided for in Rule 15 does not apply to emergency or wrecking service under this Rule 17.

### SECTION 3 - SENIORITY

Rule 18 - Promotion to Position of Leading Hand

Rule 19 - Seniority

Rule 20 - Laid Off Employees Securing Work Elsewhere

#### **RULE 18**

Promotion to Position of Leading Hand

**18.1** When vacancies occur in positions, such as a leading hand supervising the work of a gang - employees from the respective trades will be promoted and the Local Chairperson shall be consulted before any appointment is made.

Duties and Responsibilities of Leading Hands

**18.2** A tradesman, having necessary qualifications and experience in his/her trade, to be able to direct and supervise the work of a group of employees under the supervision of a recognized assistant supervisor or departmental supervisor.

The duties of such leading hands are: to carry out instructions of his/her immediate supervisor as to workmanship on the tasks involved; supervise tools and other equipment for the gang under him/her; assist his/her 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 supervisor or supervisor. In other words, the responsibility of a leading hand is exclusively confined to the work involved in his/her gang as a leader, and not as a supervisory officer in charge of a department. Nor does he/she report job failure or actions for which discipline could result.

**RULE 19**

Seniority

*of 11/11*

**19.1** A new employee shall not be regarded as permanently employed until he/she has completed 65 working days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date he/she entered that classification and shall be regarded as coming within the terms of this Agreement.

**19.2** Basic seniority territory shall be the railway system, except that employees represented by the I.B. of F. & O. will have their seniority confined to the terminal at which employed.

**19.3** Seniority of employees in each of the following trades covered by this Agreement shall, except as otherwise provided herein and in the respective Special Rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

- Boilermakers - Helpers
- Blacksmiths - Helpers
- Carmen (and other tradesmen represented by Carmen's Organization) - Helpers  
- Coach Cleaners
- Electrical Workers - Helpers
- Machinists - Helpers
- Pipefitters - Helpers
- Sheet Metal Workers - Helpers

**19.4** Seniority lists will be open for investigation and copies shall be furnished by the Company to the local committee and the Local Chairperson concerned.

**19.5** Seniority lists shall be compiled and posted in January of each year, and shall be open for correction for a period of 60 calendar days after being posted. If exceptions are taken or requests made for corrections, same must be made in writing to the immediate officer in charge, with copy to union representative and the Local Chairperson concerned, within the 60-day limit prescribed in this Rule 19.5. If no exceptions are taken to a seniority list date within the 60-day limit after it is first posted, the date shall be established as correct and not changed thereafter, except by mutual agreement between the Local Chairperson and the appropriate officer of the Company, or for correction of typographical errors.

**19.6** For employees on layoff, leave of absence, annual vacation, or absence because of illness or injury at the time of posting, the 60-calendar-day period shall begin on the date of return to service.

**19.7** Employees at outside points where no immediate supervisor is located shall be placed on the seniority lists and retain their seniority at the seniority terminal where such immediate supervisor is located who has jurisdiction over such outside points. If not working under the jurisdiction of an immediate supervisor they shall retain seniority at the seniority terminal from which sent.

**19.8** When vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification for an expected period of 90 calendar days or more such vacancies or new jobs shall be bulletined for a period of not less than 7 calendar days to employees in that classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 19.25, the local committee to be consulted.

Within a main shop, successful applicants will be permitted to move within fifteen (15) calendar days of the

close of the bulletin. This period may be extended to 30 days by mutual agreement with the Local Chairperson concerned.

NOTE: Refer to Appendix I and VII.

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

Employees assigned to fill positions under this Rule 19.9 shall be considered as temporarily assigned and on completion of such temporary positions they shall be returned to their former basic regular assignments. For the purpose of this clause annual vacation relief, leave of absence, sickness, injury, etc. shall be positions coming under the scope of this Rule 19.9.

Unless otherwise agreed, temporary relief assignments at Northern terminals will be supplied from North Ray.

**19.10** If a vacancy or new position of expected duration of 90 calendar days or more requiring additional staff is not filled (under Rule 19.8) by an employee in the classification at a home seniority terminal, it shall be bulletined for not less than 7 calendar days, to the employees holding seniority in that classification on the basic seniority territory. Subject to qualifications, seniority will govern.

A running point employee who bids on a position at a main shop in accordance with this Rule 19.10 and is delayed in transferring to the main shop for a period of thirty days or more shall, on transferring to the main shop, be entitled to exercise seniority on any position bulletined within the main shop during such delay.

Employees who transfer under this Rule 19.10 shall, after 90 calendar days forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that any employee on laid-off status at his/her home seniority terminal may exercise his/her rights under this Rule 19.10 without forfeiting seniority at his/her home seniority terminal. The Local Chairperson shall receive a copy of all such bulletins.

For the purpose of this Rule 19.10 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 Local Chairperson concerned in order to meet the requirements of the Railway service.

19.11 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/her choice with the shift, days off, hours of work and rate of pay of his/her choice except as may be provided in the Special Rules.

For the purpose of this Rule 19.11 the designated work area shall be as defined in bulletining positions in accordance with Rule 19.8.

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



**19.12** When It becomes necessary to lay off employees for any reason, the force shall be reduced in reverse seniority order as per Rule 19.3 unless otherwise provided in the Special Rules. <sup>27</sup>

**19.13** When It becomes necessary to make a reduction in staff at any seniority terminal, at least 4 working days' notice shall be given the employees affected before reduction is made, and lists shall be furnished to the Local Committee and Local Chairperson.

This does not apply in laying off employees who have been temporarily employed for a duration of less than 65 working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called on less than 4 days' advance notice, a shorter notice may be given under this Rule 19.13. In reducing forces, the ratio of apprentices shall be maintained.

**19.14** When layoffs occur, an employee laid off from his/her respective classification at his/her seniority terminal, may within 30 calendar days, displace the junior employee in his/her respective classification on the basic seniority territory carrying his/her seniority in that classification with him/her, except as may be provided in the respective Special Rules. An employee who declines to displace the junior employee in his/her respective classification on his/her basic seniority territory under this Rule 19.14 shall be laid off subject to recall to his/her home seniority terminal.

**19.15** An employee who transfers in accordance with Rule 19.14 shall hold seniority rights at only two seniority terminals on his/her basic seniority territory, that is, at his/her home seniority terminal and at the seniority terminal to which he/she last transferred, except as provided in Rule 19.16.

**19.16** A laid-off employee who displaces another employee on his/her basic seniority territory, shall retain his/her seniority rights at his/her home seniority terminal in accordance with Rule 19.14 and shall be subject to recall to his/her home ~~seniority terminal~~ in seniority order for vacancies of expected duration of 90 calendar days or more. An employee who declines to accept such recall within 7 calendar days shall forfeit ~~seniority~~ rights at his/her home seniority ~~terminal~~ and shall retain his/her seniority rights at his/her new seniority terminal. An employee who accepts recall to his/her home seniority terminal within 7 calendar days will return thereto within 15 calendar days from the date of his/her acceptance.

**19.17** Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the ~~periods~~ prescribed in Rules 19.14 and 19.16, shall begin on the date of return to service.

**19.18** 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 last known address and shall be returned to his/her former classification. Union representatives shall be furnished with a list of employees to be restored to service.

**19.19** It shall be incumbent upon the employee on layoff, and the employee who has displaced on his/her basic seniority territory in accordance with Rule 19.14, to register his/her current address with the appropriate officer at his/her home seniority terminal.

27/D  
**19.20** A laid-off employee who has not displaced in accordance with Rule 19.14 shall retain his/her seniority rights in his/her respective classification at his/her home seniority terminal and shall be subject to recall to his/her home seniority terminal in ~~seniorly~~ order. An employee shall, at the end of 7 calendar days, unless satisfactory

reason is given therefore, forfeit seniority rights in the classification to which recalled at his/her home seniority terminal if he/she declines to accept recall to vacancies of an expected duration of 90 calendar days or more.

**19.21** 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 proper officer of the Railway and the Local Chairperson shall cooperate to determine the number of employees who shall transfer.

Employees who transfer, under this Rule 19.21, shall after 90 calendar days, lose their seniority at the seniority terminal they left.

**19.22** Employees In service who, through bonafide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual agreement between the proper officer of the Railway and the Local Chairperson of the craft, transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after 90 calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

**19.23** An employee holding seniority under this Agreement and who is presently filling an official or any position with the Railway which is excepted from any provision of this or any other Collective Agreement, will have his/her name continued on the seniority list of the group from which promoted at his/her home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed. The Local Chairperson shall be advised.

Effective April 12, 1992, employees accepting a permanent position not covered by this collective agreement shall have his/her seniority "temporarily suspended" until such time as he/she 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 or any other Rule.

If released from such official or excepted position, the employee must within 30 days after such release, either displace the junior employee in his/her seniority group on his/her basic seniority territory or exercise seniority to a vacancy or a newly created position at his/her home seniority terminal: If he/she fails to do so he/she shall forfeit his/her seniority. The Local Chairperson shall be advised.

An employee temporarily promoted to an official or excepted position will, revert to his/her former position held prior to promotion. The appropriate officer of the company shall advise the respective local representative concerned of such promotion, including the expected duration thereof.

**19.24** For employees on leave of absence, annual vacation or absence because of illness or injury, the time limits specified in this Rule 19 shall begin on the date of the employee's return to service.

**19.25** An employee claiming a position in the exercise of his/her seniority, who in the judgment of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 30 calendar days shall not be denied such position by Management without prior consultation with the local chairperson of the union concerned.

An employee exercising his/her seniority, who, in the judgment of the Company can reasonably be expected to

qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the Local Chairperson and the proper officer of the Company, such period may be extended up to 90 calendar days, in order to demonstrate his/her ability to perform the work required.

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

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his/her former position. This will not necessitate additional bulletins.

**19.26** An employee with more than 65 working days cumulative service shall not be discharged without being given a proper investigation.

**19.27** The present seniority territories shall not be changed except by mutual agreement between the Railway and the Union concerned.

## **RULE 20**

### Laid Off Employees Securing Work Elsewhere

**20.1** Employees laid off account 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 Company's pass regulation.

## SECTION 4 - SKILLED TRADES

Rule 21 - Restrictions

Rule 22 - Labourers Performing Helpers' Work

Rule 23 - Scrapping Work

Rule 24 - Apprentices

Rule 25 - Journeymen/Women Standards

Rule 26 - Lines of Demarcation

### RULE 21

#### Restrictions

**21.1** Employees not covered by the collective agreement shall not perform work of the bargaining unit, except in the case of an emergency; wherein an explanation will be provided to the union.

### RULE 22

#### Labourers Performing Helpers' Work

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

### RULE 23

#### Scrapping Work

**23.1** 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 24**  
Apprentices

24.1  
24.2  
24.3

**24.1** The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the company and the unions signatory to this Collective Agreement.

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

**24.3** Definitions

1) The term "Company" shall mean the Ontario Northland Transportation Commission.

2) The term "Union" shall mean the duly authorized representatives of each union signatory to this Collective Agreement.

3) "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ministry of Labour. "Registration Agency" for the apprentice as a student, covering related instruction.

4) "Apprenticeship Agreement" shall mean a written agreement between the company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered

by a written agreement with the company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.

7) "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the company to perform the duties outlined in these standards of apprenticeship.

8) "Standards of Apprenticeship" shall mean this entire Rule including these definitions.

**24.4** Application for apprenticeship will be received by the Chief Mechanical Officer of the company from applicants considering themselves eligible under the program of training.

These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the company.

**24.5** In order to be eligible for apprenticeship under these standards the application must meet the following qualifications:

(1) He/she must have a junior matriculation or its educational equivalent.

Exceptions to these requirements may be made by the company upon the recommendation of the Committee for applicants who have unusual qualifications.

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

**24.6** At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentice's probationary period.



**24.7** The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processed and related instruction as out-lined In the Appendix attached hereto.

**24.8** The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with the apprentice may only be canceled by the company or the apprentice, after consultation with the Committee. The registration agencies shall be advised of such cancellations. The apprentice shall then exercise his/her seniority into the classification from which promoted.

**24.9** Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen/women employed by the company. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked. Apprentices may only work overtime in the company of a journeyman/woman and only after all journeymen/ women have had prior opportunity to work the overtime or by mutual agreement between the Local Union and the company in the instance of specialized work that otherwise cannot be made available during regular working hours.

**24.10** The maximum ratio of apprentice to journeymen/women shall not exceed one apprentice to each four (4) journeymen/women in the trade in which he/she is apprenticed, (e.g. one (1) pipefitter apprentice to four (4) pipefitters). If lay offs become necessary apprentices shall be laid off to maintain the same ratio. This ratio may be reduced for trades with less than four (4) journeymen/women.

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

1st 1,000 hours - not less than 70% of the journeymen's/women's wage rate.

2nd 1,000 hours - not less than 73% of the journeymen's/women's wage rate.

3rd 1,000 hours - not less than 77% of the journeymen's/women's wage rate.

4th 1,000 hours - not less than 80% of the journeymen's/women's wage rate.

5th 1,000 hours - not less than 83% of the journeymen's/women's wage rate.

6th 1,000 hours - not less than 86% of the journeymen's/women's wage rate.

7th 1,000 hours - not less than 90% of the journeymen's/women's wage rate.

8th 1,000 hours - not less than 93% of the journeymen's/women's wage rate.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist. Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has successfully completed 8,000 hours of training and after recommendation for his/her journeymen's/women's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled journeymen/women in the trade in which he/she has served his/her apprenticeship.

**24.12** Should members covered by the provisions of this agreement be selected as an apprentice under this rule, he/ she may be credited hours and shall have his/her wages maintained until the rate is increased by accredited hours under Rule 24.11.

**24.13** The Committee may recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the company at any time for cause such as:

- 1) Inability to learn;
- 2) unreliability;
- 3) unsatisfactory work;
- 4) lack of interest in his/her work or education;
- 5) improper conduct;
- 6) failure to attend classroom instruction regularly.

**24.14** Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modifications may be made to the schedules by the Committee, subject to final approval by the company. The company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

**24.15** There is hereby established a Joint Apprenticeship Committee as defined in Rule 24.3. This Committee shall be composed of four (4) members, two (2) representing the company and two (2) journeymen/women employees representing the Associated Shop Union.

The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once monthly unless otherwise agreed. It shall be the duty of the Committee:

- 1) To see that each prospective apprentice is interviewed

and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.

2) To accept or reject applicants for apprenticeship subject to final approval by the Chief Mechanical Officer as provided in Rule 24.3.

3) To hear and decide on questions involving apprentices which relate to their apprenticeship.

4) To offer constructive suggestions for improvement of training on the job.

5) To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.

6) To review the supervisor's monthly report on each apprentice.

7) In general to be responsible for the successful operation of the apprenticeship standards and the successful

completion of the apprenticeship by the apprentices under these standards.

**24.16** Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an

explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted by the Committee for review.

**24.17** Employees selected for apprenticeships from classifications held within this Collective Agreement, will continue to accumulate seniority under their previous classification until they become fully qualified in their respective trade. In the event of staff reductions, apprentices will be entitled to exercise their seniority into the classification from which they had been selected.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 100% of the time spent as an apprentice.

**24.18** The following shall receive copies of the apprenticeship agreement:

- 1) The Apprentice
- 2) The Company
- 3) The Committee
- 4) The Registration Agencies
- 5) The Local Union
- 6) Bargaining Agent

**24.19** Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ministry of Labour, that a certificate signifying

completion of the apprenticeship be issued to the apprentice, No certificates will be issued by the Apprenticeship Branch, Department of Labour unless recommended by the Committee.

**24.20** The schedule of work processes and related training shall be established by the Committee for the following trades: Boilermaker, Blacksmith, Carman, Electrician, Machinist, Pipefitter, Sheet Metal, Painter and Upholsterer workers.

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

Modification may be made to any schedule of work process by the Committee, subject to final approval by the company. The Skill Trades Branch to the respective signatory union may request further discussion upon any such changes being introduced. The company shall notify the Registration Agencies of such changes.

**24.21** It is understood that all current employees classified as trainees will be red circled. Their duties will continue as per the April 1, 1989 Collective Agreement No. 12. No further employees in the above classification will be hired effective on signing of this Collective Agreement.

All current trainees may apply to enter the apprenticeship program when openings occur.

**24.22** Apprentices shall not displace journeymen/women when sent out for experience with the wrecking gang or on emergency work, but will be in addition to the normal complement of the wrecking gang sent out.

## **RULE 25**

### **Journeyman/Women Standards**

**25.1** When It Is required by the Company to hire journeymen/women to perform the work of trades only journeymen/women tradesmen or apprentices tradesmen will be hired as defined by this Collective Agreement.

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

a) has served a bona fide apprenticeship of four (4) years 8,000 hours and possesses proof of such apprenticeship service or,

b) holds a recognized journeyman/woman card in the trade in which he/she claims recognition's acceptable to the Apprenticeship Committee, or,

c) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he/she claims journeyman/ woman status and possesses ample proof of such experience.

**25.3** Entry into the trades shall be restricted to persons:

a) who qualify as journeymen/women under the provisions set forth in the immediately preceding Clause 25.2, or

b) who qualify for journeyman/woman status through any apprenticeship program as outlined in Rule 24, or

c) who provide documents at date of hire proving their claim to journeyman/woman status to the Apprenticeship Committee, or

d) who provide documents within fifteen (15) working days of being promoted from any classification.

## RULE 26

### Lines of Demarcation

**26.1** There shall be established a joint Lines of Demarcation Committee consisting of a minimum of four (4), two (2) from management and two (2) from the A.S.U. This committee will meet, monthly or unless otherwise agreed, to make recommendations with respect to the assignment of work to skilled trades classifications.

Matters involving work assignments will be brought to the Lines of Demarcation Committee for review. Recommendations should be presented to the A.S.U. and the Chief Mechanical Officer within 30 days. Following receipt of the recommendation a meeting between the parties affected will be arranged, within a further 30 days, to review the recommendations of the Committee and decide if such will be accepted or rejected, or if an alternative resolution can be reached. Upon acceptance, the recommendations will be implemented. If unable to resolve the issue, the case may be withdrawn without prejudice by either party or may be appealed to a technically competent arbitrator for final and binding decision. Such appeals must be registered for arbitration within thirty (30) days. Such arbitrator will be selected under Rule 35 of the Collective Agreement. Should a case not be registered for arbitration within thirty (30) days, the matter will be considered withdrawn.

**26.2** In the event new technology is introduced, the company will advise the A.S.U. in advance. The Lines of Demarcation Committee will make recommendations to the company and the A.S.U. with respect to work assignments and the appropriate training required. In the event of a dispute the issue will revert to the process as defined in Rule 26.1.



**26.3** It is understood that all Boilermaker, Blacksmith, Carmen, Electrician, Machinist, Pipefitter, Sheet Metal, Painter and Upholsterer workers presently working shall be considered as journeymen/women for the purpose of the Collective Agreement.

SECTION 5 • SPECIAL RULES

Rule 27 - Machinists' Special Rules

Rule 28 - Boilermakers' Special Rules

Rule 29 - Blacksmiths' Special Rules

Rule 30 - Sheet Metal Workers' and Pipefitters' Special Rules

Rule 31 - Electrical Workers' Special Rules

Rule 32 - Carmen's Special Rules

Rule 33 - Labourers' Special Rules

**RULE 27**

**Machinists' Special Rules**

**Machinists' Qualifications**

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

**Machinists' Work**

**27.2** Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, planing, sizing, finishing and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by power, including diesels, and other metal power devices), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and

machinery; scale building, erecting and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; axle truing, axle, wheel turning and boring; engine inspecting; air equipment, lubricator and injector work: removing, replacing, equipment, oxy-acetylene and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; car wheel borer, lapping machine operators; engine truck fitter; brass filer and assembler (not including trimming); crane slingers in locomotive shops on cranes of 100-ton capacity or over, not working under the direct guidance of a foreman; and all other work generally recognized as machinists' work and such other work as may be defined by the Lines of Demarcation Committee.

#### Machinist Apprentices

**27.3** Include regular apprentices in connection with the work defined by Rule 27.2.

#### Machinist Helpers' Work

**27.4 (a)** Helpers' work shall consist of helping machinists and apprentices, operating drill presses and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck wheels), nut tappers and facers, bolt pointing and centering machines, crane helpers on locomotive and car work, except as provided in Rule 27.2, attending tool room, shaft and machinery oiling; locomotive oiling; assisting in dismantling locomotives and engines; applying all couplings between engine and tender; locomotive draft rigging work, except when performed by

car men, except as provided in Rule 27.2; motor truck operators; supply man (material carrier); logger (other than wood); and all other work generally recognized as helpers' work.

(b) The assignment of work specified in this Rule 27.4(b), to helpers shall not be construed as restricting Machinists from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal; -

(1) will not in any way, shape or form disrupt the jurisdiction of work between the various trades; nor

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

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

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, location and shops.

NOTE: The ratio in clause (4) above means the number of Machinists in relation to helpers in existence as of January 16th, 1974.

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

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

#### Machine **Pressing** Operations

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

Repairing or replacing vehicle tires.

Removal and application of filters.

Grinding out nicks in axle body between wheel seats.

Dismantling trolleys for mechanical reefer cars.

Repetitive Machine Operations

I-hand grinding and buffing.

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

Shaper (separator blocks and gauge plates).

Planer (heel filler and end blocks).

Shear bar stock.

Saw ralls.

Machinists Assigned to Running Repairs

**27.5** Machinists assigned to running repairs shall not be required to do work on back shop work at points where back shop forces are maintained.

**Backshop** and Running Repair Forces

**27.6** Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Work at Wrecks

**27.7** In case of wrecks where engines are disabled, machinist, and helper if required (more if necessary), shall accompany the wrecker. They will work under the direction of the wreck supervisor. They will be paid for wrecking service as per sixth paragraph of Rule 17 while working at wrecks or in charge of wrecked engines.

#### Machinist Helpers

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

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

#### Markers Off

**27.10** Machinists assigned as Markers Off, shall be paid as per Rule 6.1.

#### Machinist ~~Helpers~~ Entering Apprentice Training Program

**27.11** (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to helper's status except in the case of reduction of staff,

or if unsuitable as an apprentice in accordance with Rule 24.13.

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

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

(d) The number of such apprentices will not exceed twenty percent of the total number of machinist apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

## **RULE 28**

### Boilermakers' Special Rules

#### Boilermakers' Qualifications

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

#### Boilermakers' Work

**28.2** Boilermakers' work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, riveting, chipping, caulking, flanging and flue work; building, repairing, removing and applying steel cabs and running boards; laying out and

fitting up any sheet iron or sheet steel work made of 16 gauge or heavier; (present practice between boilermakers and sheet metal workers on Railroad to continue relative to gauge of iron), including fronts and doors: grates and grate rigging, pans, netting and diaphragm work; steel underframe, ~~except~~ where other mechanics perform this work: removing and ~~applying~~ all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; ~~operating~~ punches and shears for shaping and forming pneumatic stay bolt breakers, air rams and hammers; bull, jam and yoke riveters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing circles, eye beam, channel iron, angle iron and tee iron work: all drilling, cutting and tapping and operating rolls in connection with boilermakers' work: oxy-acetylene and electric welding, on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work on electric or diesel locomotives and such other work as may be defined by the Lines of Demarcation Committee. It is understood that present practice in the performance of work between boilermakers and ~~car~~men will continue.

#### Boilermaker Apprentices

**28.3** Include regular apprentices in connection with the work as defined by Rule 28.2.

#### Boilermaker Helpers' Work

**28.4** (a) Employees assigned to help boilermakers and their ~~apprentices~~; operators of drill presses and bolt cutters in boiler shop, boiler washers and helpers, employees cutting only bar stock and scrap, flue cleaners. Classified boilermaker helpers will attend tool room in boiler shop where regular attendant is employed. Holding



on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets, (except when performed by apprentices) and all other work properly recognized as boilermaker helpers' work.

(b) The assignment of work specified in this Rule 28.4(b) to helpers shall not be construed as restricting boilermakers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal;

(1) will not in any way, shape or form disrupt the jurisdiction of work between the various trades: nor

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

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

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

NOTE: The ratio in clause (4) above means the number of boilermakers in relation to helpers in existence as of January 16th, 1974.

Removing hoods,

Removing pilots and steps.

Repetitive Machine Operations

Operating punching machines.

Operating shearing machines.

All hand grinding and buffing.

**28.5** In the event of not being able to employ boilermakers qualified in accordance with Rule 28.1, and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force

may be increased by promoting other employees within the craft to temporarily fill such positions, until such time as qualified boilermakers become available.

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

#### Boilermakers **Assigned** to Running Repairs

**28.6** Boilermakers assigned to running repairs may be used to perform other boiler work. Boilermakers assigned to locomotive general repair work may be used to perform running repair work when the regular as-signed running repair forces are unable to get engines out to meet service requirements.

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

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

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

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

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

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

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

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

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

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

#### Boilermaker Helpers Entering Apprentice Program

**28.15** (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours

each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and Union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

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

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

(d) The number of such apprentices will not exceed twenty percent of the total number of boilermakers' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

## **RULE 29**

### **Blacksmiths' Special Rules**

#### **Blacksmiths' Qualifications**

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

#### Blacksmiths' Work

**29.2** Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering; springmaking, tempering and repairing, potashing, annealing, case and dichloride hardening; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers: hammersmiths, drop hammermen, trimmers, rolling mill operators: automatic hammer-men; spring plate operators, (except shearing and punching cold), bolt and nut makers; bending machine men; car brake gear repairers; operating punches and shears, doing shaping and forming in connection with blacksmiths' work; forging stay bolts, oxy-acetylene and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work and such other work as may be defined by the Lines of Demarcation Committee.

#### Blacksmith Apprentices

**29.3** Include apprentices in connection with the work as defined by Rule 29.2.

#### Blacksmith Helpers' Work

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

**(b)** The assignment of work specified in this Rule 29.4(b)

to helpers shall not be construed as restricting blacksmiths from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

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

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

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

(4) will maintain the ratio of mechanics to helpers now existing in the several trades, locations and shops,

**NOTE:** The ratio in clause (4) above means the number of Blacksmiths in relation to helpers in existence as of January 16th, 1974.

#### **Repetitive Machine Operations**

Operating furnaces for the purpose of stress relieving and annealing.

Operating punches.

Operating shears.

Dismantling springs.

Finish grinding of all types of track tools.

Threading machine.

Pointing machine.

Dismantling brake beams.

Straightening meat hooks.

#### **Temporary Blacksmiths**

**29.5** In the event of not being able to employ blacksmiths qualified in accordance with Rule 29.1 and the regular apprenticeship schedule is not providing enough

employees to carry out the work, the work force may be increased by promoting other employees within this classification to temporarily fill such positions until such times as qualified blacksmiths become available.

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

Rate To Be Maintained

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

Heaters

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

Heaters will be assigned to operate furnaces used in connection with forging machines 4 inches and over, or to heat any material the equivalent of 4 inches square and over to be forged.

Heaters will be assigned to heavy blacksmiths fires and drop hammer furnaces.

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

### Blacksmiths Assigned to Road Work

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

### Blacksmith Helpers Entering Apprenticeship Program

**29.9** (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and Union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice. In accordance with Rule 24.13.

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

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

(d) The number of such apprentices will not exceed twenty percent of the total number of blacksmiths apprentices employed except as may be mutually agreed



between the proper officer of the Company and the Union.

### **RULE 30**

Sheet Metal Workers' and Pipefitters' Special Rules  
Sheet Metal Workers' and Pipefitters' Qualifications

**30.1** Any employee who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing sheet metal work or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron or sheet copper, and capable of bending, fitting and brazing of pipe, shall constitute a sheet metal worker or pipefitter.

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

#### Pipefitters' Work

**30.3** Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives, motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water, or any liquids above and below ground: cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work and such other work as may be defined by the Lines of Demarcation Committee.

#### Sheet Metal Worker and Pipefitter Apprentices

**30.4** Include regular apprentices in connection with the work as defined by Rules 30.2 and 30.3.

#### Sheet Metal and Pipefitter Helpers' Work

**30.5** (a) Employees regularly assigned as sheet metal workers' helpers shall assist sheet metal workers and apprentices.

(b) The assignment of work specified in this Rule 30.5(b) to helpers shall not be construed as restricting Sheet Metal Workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

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

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

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

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

NOTE: The ratio in clause (4) above means the number of Sheet Metal Workers in relation to helpers in existence as of January 16th, 1974.

Dismantling radiators, cab heaters.

Grill removal.

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

(c) Employees regularly assigned as pipefitters' helpers shall assist pipefitters and apprentices.

(d) The assignment of work specified in this Rule 30.5(d) to helpers shall not be construed as restricting Pipefitters from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

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

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

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

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

NOTE: The ratio in clause (4) above means the number of Pipefitters in relation to helpers in existence as of January 16th, 1974.

Disconnecting, removing and stripping piping as per Rule 30.3.

#### Sheet Metal Workers Assigned to Road Work

**30.6** Sheet metal workers will be sent out on the line and to outlying points, when their services are required, but not for small, unimportant running repair jobs.

Assignment of Running **Repair** Force to **Dead** Work

**30.7** The **assignment** of running repair sheet metal workers and pipefitters to back shop work shall not be the **recognized** practice; but at **points** where on back shop sheet metal workers or pipefitters are employed, they may be so assigned if the needs of the service require it.

Assignment of Dead Work Force to Running Repairs

**30.8** Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to **train** movement.

Sheet *Metal* Worker and Pipefitter Helpers Entering Apprenticeship Program

**30.9** (a) Helpers who have worked in that classification on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and the Union.

(b) A helper entering the apprentice training program will have his/her seniority as a helper protected during his/her term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 24.13.

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

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

(d) The number of such apprentices will not exceed twenty percent of the total number of Sheet Metal Workers or Pipe-

fitters' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

**30.10** In the event of not being able to employ pipefitters qualified in accordance with Rule 30.1 and the regular apprenticeship schedule is not providing enough employees to carry out the work, the work force may be increased by promoting other employees within this classification to temporarily fill such positions until such time as qualified pipefitters become available.

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

## **RULE 31**

### Electrical Workers' Special Rules

#### Electricians' **Qualifications**

**31.1** Any employee who can produce documentation showing proof that he/she has completed an electrical

apprenticeship or that he/she has had five years' occupational or on-the-job training equivalent to that of an electrician and is competent to execute the work to a successful conclusion will be rated as a journeyman/woman electrician.

#### **Electrician's Work**

**31.2** Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, and welding on work generally recognized as electricians' work. All inside work on public address, shop telephone, fire alarms and electric recording systems and electric clocks, electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators.. inside and outside wiring of shops, buildings, yards and on structures, all electric wiring and conduit work in connection therewith, including steam, gas electric, diesel electric and electric locomotives, passenger trains, motor cars, electric tractors and trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electric control including all electronic, digital, D.C. controllers, re-pairs, overhauls and installation. Electric cable splicers, electric crane operators for cranes of forty (40) ton capacity and over, linemen/women and groundmen/women and all other work recognized as linemen's/women's and groundmen's/women's work and all other work generally recognized as being electricians' work and such other work as may be defined by the Lines of Demarcation Committee.

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

Electricians' Helpers

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

(b) The assignment of work specified in this Rule 31.6(b) to helpers shall not be construed as restricting electrical workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

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

(2) will any mechanic presently in the work force be laid off or have his/her rate of pay affected:

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

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

NOTE: The ratio in clause (4) above means the number of Electricians in relation to helpers in existence as of January 16th, 1974.

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

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

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

**Additional Functions**

Cleaning and lubricating all electrical equipment.

Undercutting armatures.

Stripping armatures.

Taping and varnishing coils.

Varnishing motor and generator frames.

Operating baking ovens.

Cleaning fixtures and changing light bulbs and tubes.

**31.4** In the event of not being able to employ electricians qualified in accordance with Rule 31.1 and the regular apprenticeship schedule is not providing enough men/women to carry out the work, the work force may be increased by promoting other employees within the classification to temporarily fill such positions until such time as qualified electricians become available.

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

Electricians paid on the Basis of 179.3 Hours per Four-Week Period

**31.5** (a) At points where a special arrangement of hours is mutually agreed upon to meet the requirements of train service, and where only one electrician is employed he/she shall be allowed 179.3 hours per four-week period comprised of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided for electricians. If required to work in excess of 179.3 hours per four-week period, such hours shall be paid for as follows:



Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four-week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

The work hours may be mutually arranged to suit conditions, and less than eight hours may be specified for certain days.

NOTE: Should an employee take a position paid on the basis of this Rule 31.5(a) and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

(b) Such employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Rules 14 and 15. 1-tours paid for on such assigned rest day shall not be included in computing the 179.3 hours per four-week period.

#### Electrical Workers Assigned to Work at Wrecks

**31.6** In cases of wrecks where electric or diesel electric locomotives are disabled, an electrician, if required, shall accompany the wrecker. They shall work under the direction of the wreck supervisor. They will be paid as per Rule 17 while working at wrecks, or in charge of wrecked engines.

## Protection of Employees

**31.7** Employees engaged in the handling of storage batteries and mixing acid must be provided with acidproof rubber gloves, hip boots and aprons. Employees who clean parts in lye vats will be supplied with all necessary protective equipment.

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

## Electrical Workers Entering The Apprenticeship Program

**31.9** (a) Electrical workers, who have worked in the classification for not less than 3 years consisting of a total of 726 working days may, if able to meet the other entrance requirements for regular apprentices apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the proper officer of the Company and the Union,

(b) An electrical worker entering the apprentice training program will have his/her seniority protected in the classification from which promoted during his/her term of apprenticeship but shall not be permitted to return to his/her former classification except in the case of reduction of staff or if unsuitable as an apprentice in accordance with Rule 24.13. An apprentice who due to reduction in staff is

returned to his/her former classification will, when an increase in staff permits, be obligated to resume his/her apprentice training.

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

(d) The number of such apprentices will not exceed twenty percent of the total number of electricians' apprentices employed except as may be mutually agreed between the proper officer of the Company and the Union.

## **RULE 32**

### Carmen's Special Rules

#### Carmen's Qualifications

**32.1** Any employee 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/she can lay out, build and perform the work of the occupations of this trade in a mechanical manner, shall constitute a fully qualified Carman and as such shall be shown on the permanent Carmen's seniority list.

#### Carmen's Work

**32.2** Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering, tile setting, glass cutting, bevelling, embossing, and inspecting all passenger and freight cars, both wood and steel, motor coaches; planing mill, cabinet and bench carpenter work, pattern and all other carpenter work in shops and yards; Carmen's work in building and repairing station trucks 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 valves, applying patented metal roofing, doing shaping and forming; work done with 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 hrrail wrecking crane operator, oxy-acetylene and electric welding on work generally recognized as Carmen's work: and all other work generally recognized as Carmen's work and such other work as may be defined by the Lines of Demarcation Committee.

It is understood that the present practice in the performance of work between the carmen and boilermakers will continue.

#### **Carmen Apprentices and Carmen in Training**

**32.3** Include Carmen Apprentices and Carmen in connection with the work as defined in Rule 32.2.

#### **Carmen Helpers**

**32.4** (a) Employees regularly assigned to help Carmen and Apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, stock keepers (Car Department), operators of bolt threaders, nut

tappers, rivet heaters, drill presses, painters' helpers, triple cleaners, sand blasters, car oilers and packers, cleaners for painters, dip tank men/women, sterilizing drinking water tanks, thaw out men/women and all employees working with live steam except on trucks and under-gear, supply and material carriers when required to select materials, brass cleaners, wood machine helpers, upholsterers' helpers, seamstresses, car heater and ice men/women, 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 Carman Helpers' work, shall be classed as helpers.

(b) The assignment of work specified in this Rule 32.4(b) to helpers shall not be construed as restricting Carmen from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:(1) will not in any way, shape or form disrupt the jurisdiction or work between the various trades; nor

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

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

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

NOTE: The ratio in clause (4) above means the number of Carmen in relation to helpers in existence as of January 16th, 1974.

Burning deck bolts and stripping decking.

Stripping interior lining, removing underframe

components, trucks, air brake equipment, draft gear and couplers.

**Dismantling** trucks.

**Dismantling** and cleaning two-compartment air reservoirs, air brake cylinders.

All machine sanding operations.

Paint trucks, frames, steps, pilot and underframes.

Priming, putty, glazing and rubbing operations.

Huck gun operations.

Operating power saws in relation to the application of blocking, lining and decking.

Coupling and uncoupling hoses.

Repetitive Machine Operations

**Operating** shears.

Operating punches.

Wrecking Crews

**32.5** Carmen assigned to wrecking crews, including wrecking crane operators, shall be paid for such services as per Memorandum regarding Rule 17, from time called until return to their home station. Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

Inspectors

**32.6** Employees assigned to inspecting must have the necessary knowledge of the A.A.R. Rules, Minimum Freight Car Safety Standards and safety appliances laws, and be able to make the necessary reports in connection with Interchange work and will receive specific training in these aspects.

Safety Appliance Men/women

**32.7** 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.

Protection for **Inspectors** and Repairmen/women

**32.8** 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.

**32.9** Trains or cars while being inspected *or* worked on by train yard men/women will be protected by blue flag by day and blue light by night. Employees covered by Rules **32.8** and **32.9** shall be governed by the regulations as approved for the Railway by the Canadian Transport Commission.

Carmen One Person Points

**32.10** A "one person point" is an outlying point where there is employed one Carman, day, and one, night, or where there is only one Carman employed.

**32.11** Carmen stationed at one person points shall be allowed 179.3 hours per four week period made up of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided in Rule 6.

**32.12** Where car inspectors, including *work* train inspectors, or car repairers at one person points are required by order to work a total of more than 179.3 hours per four week period, they shall be paid for all time worked in excess of 179.3 hours per four week period in accordance with the following:

In the application of Rules 32.11 and 32.12:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve week period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve week period.

NOTE: Should an employee take a position paid on the basis of this Rule 32.12 and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12 week period. This does not apply to employees who work for periods of less than one week.

**32.13** Employees covered by Rules 32.10 to 32.16 inclusive shall be assigned to work five days per week, their working hours shall be mutually arranged to suit conditions and less than 8 hours may be specified for certain days. The sixth day shall be considered as a standby 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.

**32.14** Carmen working under the provisions of Rules 32.10 to 32.16 inclusive, 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.

**32.15** Service on an assigned regular rest day shall be paid at the overtime rates as provided for in Rules 14 and



15. Hours paid for on such rest day shall not be included in computing the 179.3 hours per four week period.

**32.16** Such employees shall be compensated for the general holidays specified in Rule 51.2 in accordance with the provisions of Rules 51.12 to 51.14 inclusive.

#### Miscellaneous

**32.17** (a) Air hammers, jacks, and all other power driven machinery and tools, operated by Carmen or their Apprentices will be furnished by the Company and maintained in safe working condition.

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

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

**32.18** (a) When necessary to repair cars on the road or away from the shops and/or repair tracks, Carman and helper in connection with Carmen's work, will be sent out to perform such work as putting in couplers, draft gear, truck repairs, putting cars on center, and wheels, and work of similar character, and wherever cars are set out for repairs on the road, facilities such as blocks, jacks, etc., will be provided. This will include Carmen assigned to road repair vehicles in connection with all work generally recognized as Carmen's work. Employees performing such work will protect themselves as per Rule 32.9.

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

## **Carman Apprentices**

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

### Advanced Promotion of Apprentices and Helpers

**32.20** (a) In the event of not being able to employ fully qualified Carman in accordance with Rule 32.1 and the Carman Apprentice program is not providing employees enough time to do the work, the force may be increased in the following manner:

(b) Carman Apprentices who have completed their sixth term may be advanced to Carman at point employed in the order they commenced their Apprenticeship and will be paid the basic rate of the position occupied. They will continue to be governed by the Apprenticeship Rules.

(c) Advanced Apprentices will not be considered as having Carman seniority during their period of advancement, however, upon completion of 7680 hours, made up of hours worked as regular Apprentices, and of those worked as advanced Apprentices, will be granted seniority on the permanent Carman's seniority list as intended within the provisions of the Apprentices' rules.

(d) At certain locations and under certain conditions, where it is considered impracticable to institute on-the-job training, Carman Helpers or other employees may be promoted, transferred, or hired to Carman positions. Such employees will be governed by the conditions of Rule 32.22(l) for seniority purposes and will be subject to the qualifying tests for Carman.

**32.21** The duly authorized committee at the point concerned will be consulted and mutual understanding arrived at prior to advancing Apprentices, promoting helpers, or transferring employees as Carman Trainees.

### **Carman Trainees**

**32.22** (a) 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.

(b) Other qualifications being equal, employees under the jurisdiction of the C.A.W. shall be given preference

(c) Prior to the completion of 65 working days as a Carman

Trainee, such employees will be required to undergo trade 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/her from service.

(d) An employee in the service on *or* prior to October 1, 1971 who qualifies on this initial test shall continue his/her training and must throughout his/her training continue to display the desire and aptitude to learn the trade or he/she will not be retained as a Carman Trainee and will revert to the last classification from which promoted. Such employee will not again be given the opportunity of promotion to Carman Trainee.

Employees, newly hired or transferred subsequent to October 1, 1971 who do not display the desire and aptitude to learn the trade shall not be retained in the trade. Those employees who are retained as Carman Trainees will be required to undergo periodically the mutually agreed Qualifying Tests for Carmen: such tests to be related to the nature of the work to which they have been assigned,

and to be carried out in accordance with the preamble thereof. Carman Trainees may be required when necessary or desirable to work on various work assignments and at other work locations within their seniority terminal or basic seniority territory, in order to further their training as Carmen.

(e) An employee hired subsequent to October 1, 1971 who falls to qualify on any of these tests will not be retained in the trade, and such failure shall be sufficient to release him/her from service.

(f) Carman Trainees will receive the hourly rate of pay as specified in Rule 6.

(g) Carman Trainees promoted from work classifications under the jurisdiction of this trade will have their names continued on the seniority list(s) from which promoted, until they have qualified as fully qualified Carmen and have established a seniority date on the permanent regular Carmen's list, under the provisions of paragraph (l) of this Rule 32.22. These Carman Trainees who have not already established seniority as Coach Cleaner, shall be accorded a date on the Coach Cleaner's seniority list equivalent to their seniority as Carman Helper.

(h) Other employees hired as Carman Trainees, who have successfully passed the initial test outlined in paragraph (c) of this Rule 32.22, will have their names entered on the seniority list(s) in the lower classification(s) coming under the jurisdiction of the Carmen's Organization, at the Seniority terminal employed consistent with the date of entry as a Carman Trainee.

(i) A Carman Trainee will be required to work four years consisting of a total of 1044 days of cumulative compensated service in the Trainee's classification as defined herein. Upon completion and on successfully passing all qualification tests, he/she will be placed on the Carmen's permanent seniority list at the point at which

he/she was promoted, with a date four years retroactive from the date of such completion and shall have his/her name removed from the seniority lists of all lower classifications within the trade. Time off duty on account of bona fide illness and/or Injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority date. However, all time lost shall be made up as training prior to the employee being allowed to establish fully qualified Carman status.

(j) Carman Trainees will be allowed to exercise their seniority in the lower classification as per the intent of Rule 19.11, only in the event that they are laid off as Carman and/or are unable to hold a Carman Trainee position at the seniority terminal employed, or in the event of compassionate grounds (i.e. illness) at which time they may be allowed to exercise their seniority by mutual agreement between the Local Chairperson and the proper officer of the Company.

(k) When it becomes necessary to reduce the force of Carman at any seniority terminal, Carman Trainees and advance Apprentices will be reduced in reverse order of the date of entry into the Carman Classification. In the restoration of Carman forces, such Carman Trainees will be required in their seniority order to continue their training.

(l) Calculation of time shall commence from the date of first entry into the Carman Trainee classification for a continuous period of 90 days or more, following his/her last day of entry into service.

(m) Carman Trainees who complete their accumulation of three years as Carman and have successfully passed the qualification tests during the period January 1, 1969 to December 31, 1970, inclusive, will be granted a seniority date of January 1, 1969 on the permanent Carman's

seniority list at the seniority terminal employed in the same sequence as they complete such accumulation.

(n) Carman trainees who began their training prior to January 1, 1969 and who completed their training between January 1, 1971 and September 30, 1971 shall be granted a seniority date of January 2, 1969 in the sequence they completed their training.

(o) Carman Trainees who have not completed their three years' training as Carman by September 30, 1971, will be required to serve a total of 1044 days of cumulative compensated service as Carman and will, upon completion of such accumulation, be granted a seniority date four years retroactive from the date of such completion, but in any case not prior to January 2, 1969.

(p) Employees hired or transferred into the C.A.W. with a view to becoming a Carman Trainee will, when considered desirable by the Company's officers concerned, be subject to such additional entrance requirements as may be mutually arranged between the proper officer of the Company and the Local Chairperson.

#### **Carman Helpers Entering Apprentice Training Program**

**32.23** (a) Carman Helpers who have worked as Carman Helpers in that classification for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the trade. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, and then to the System, except as may be mutually agreed between the

proper officer of the Company and the Union.

(b) A helper entering the Apprentice training program will have his/her seniority as a Helper and/or Coach Cleaner protected during his/her term of apprenticeship, but shall not be permitted to revert to his/her 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 24.13. 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/her Apprentice training.

(c) Except as otherwise provided for herein the Apprentice rules covering regular Apprentices shall also apply to these Apprentices.

#### Coach Cleaners

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

(b) An outlying point is a point where not more than three Coach Cleaners are employed.

(c) Coach Cleaners will be given preference in filling Carman Helpers' positions if, upon application, they can be reasonably expected to perform the work.

(d) Those accepting promotion to the Helper's classification will have their names retained in the Coach Cleaner's classification. Upon accepting a position of Helper, Coach Cleaners will be obliged to continue in the Helper's classification as long as their seniority permits them, and will only be allowed to revert and exercise their seniority in the Coach Cleaner's classification for medical

reasons or upon being laid off as Helpers.

Those Coach Cleaners who are promoted to Helpers and subsequently qualify and accept promotion to the position of Carman Trainee, will have their seniority protected in the Coach Cleaner's and Helper's classifications, as per the provisions of Rule 32.22, until qualifying for seniority on the Carman'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 33

#### Labourers' Special Rules

scope Rule

**33.1** The rates of pay and working conditions provided for in this Agreement shall apply to the following classes of Locomotive and Car Department employees represented by the International Brotherhood of Firemen and Oilers:

Stationary Engineers	Engine Watchmen
Labourers	* Engine Attendants

\*Engine Attendants subject to the following conditions:

(a) Applies only to regular engine attendant positions established by the Railway at its discretion.

(b) The Railway retains the right to assign Firemen helpers to Hostlers' positions when bulletined in accordance with the agreement with the United Transportation Union,

(c) Employees from Firemen and Oilers group filling positions of Engine Attendant will continue to accumulate seniority in their respective classifications.

(d) Employees selected to fill positions of engine



attendant will be considered available to perform other duties, as required, coming within the scope of this agreement.

**33.2** The Labourers' Group shall include classified labourers as follows:

Classified Labourers -

Engine Cleaners

Engine Washers

Cab Cleaners

Assistant Engine Attendant

Fuelling, sanding and watering diesel engines; Fuel oil attendants (except work presently performed by Stores Department),

Engine Attendants' Helpers

Sandhouse Attendants

Main Shop Labourers

Labourers - Cleaning shop, shop plts and moving materials

Diesel Shop Labourers

Powerhouse Labourers

Sandhouse Labourers

Forklift Operators

Material Handlers

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

**33.4** Stationary Engineers will be employed at North Bay Power Plant and at Englehart if required for operational or safety reasons and if so required their duties shall include looking after the air compressor during their shifts.

**33.5** Employees used as Engine Attendant's Helpers will be paid the rate shown for that classification when actually assigned to such duties. An employee will not qualify to work as an Engine Attendant's Helper until he/she has successfully completed the company's training program for Engine Attendant's Helpers.

#### Bulletining and Filling Positions

**33.6** All positions covered by the Firemen and Oilers' Group at Englehart, Cochrane and North Bay to be bulletined at the respective points in April and November.

**33.7** An employee in one group who bids on a position in a higher rated group and is appointed thereto must work in the higher rated group when work is available or forfeit his/her seniority in that group.

**33.8** Employees accepting promotion to a higher rated group become senior in such group, to the employees declining promotion.

#### Engine Watchman Moosonee

**33.9** (a) When vacancy occurs in Engine Watchman's position, Moosonee, same shall be bulletined to all points.

(b) Successful applicant will be selected, having in mind the aptitude of the applicant. The Local Committee will be consulted on selection of applicant.

(c) Successful applicant's seniority will be protected at the terminal or point from which he/she originates and his/ her name will be shown on that terminal's seniority list, showing as having been transferred temporarily.

(d) Successful applicant to Engine Watchman's position will serve for a minimum period of two years, following which he/ she may exercise his/her seniority on a bulletined position at the terminal from which his/her seniority originates.

## SECTION 6 - GRIEVANCES

Rule 34 - Investigations and Grievance Procedure

Rule 35 - Final Disposition of Grievances

### RULE 34

Investigations and Grievance Procedure

#### Investigation Procedure

**34.1** No employee shall be disciplined or discharged until he/she has had a fair and impartial investigation and his/her responsibility established. An employee may be held out of service with pay pending the complete investigation and notice provided to the Local Chairperson.

**34.2** Except as otherwise provided in this Rule, when an investigation is to be held, the employee will be given at least one day's notice of the investigation and will be notified of the time, place and subject matter of such investigation. This shall not be construed to mean that the proper officer of the company, who may be on the premises when the cause for such investigation occurs, shall be prevented from holding an immediate investigation.

When employees are required to make any formal statements on matters affecting the agreement, company working rules or compensation, a duly authorized representative shall be present. When employees are required to make statements on matters not affecting the agreement, company working rules or compensation, the employee may have a fellow employee or an accredited representative of the union present.

Copies of statements, stenographic reports and all other evidence taken shall be furnished to the employee and to his/her authorized representative.

**34.3** An employee will not be held out of service without pay, unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible but not later than 28 days from the date of the investigation, unless otherwise mutually agreed.

**34.4** When discipline is recorded against an employee, he/ she and the authorized representative will be advised in writing.

In the event a decision is considered unjust, an appeal may be submitted in writing within 10 calendar days of the advice of discipline, at Step 2 of the grievance procedure. Where suspension or dismissal is involved, the appeal may commence at Step 3 of the grievance procedure.

**34.5** (a) Any written reprimand, warning or caution, or the like, will be removed from the employee's record following a period of ten (10) months of discipline-free performance from the date of such written reprimand, warning or caution, or the like.

(b) Demerit marks will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such demerit marks, to a maximum of 20 demerits.

Suspension or the like, will be removed from the employee's record following a period of twelve (12) months of discipline-free performance from the date of such suspension or the like.

(c) Discipline will be expunged from an employee's personnel record following a period of 60 months of discipline-free performance.

#### Grievance Procedure

**34.6** (a) Should an employee subject to this agreement believe he/she has been unjustly dealt with, or that any of the provisions of this agreement have been violated,

he/she shall within 7 calendar days from the alleged unjust action, present the complaint to his/her immediate supervisor for adjustment.

(b) Failing satisfactory resolution of the complaint, the authorized local union may, within 14 days, present the grievance in writing, on a form supplied by the company, to the employee's supervisor.

**34.7** A written decision will be rendered, on the grievance form provided, within 7 calendar days from the date of receipt of the grievance.

**34.8** Upon request from either party, reasonable effort will be made to have meetings within the allotted times.

**34.9** A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based on only a time claim, a decision is not rendered by the designated officer of the company at Steps 1, 2 or 3 within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the company in that case or in respect of other similar claims.

**34.10** The time limits specified in Steps 1, 2 and 3 may be extended by mutual agreement between the parties referred to in each step.

**34.11** All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee representatives.

**34.12** The company will not discriminate against any employee who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence and free transportation over the company's lines when delegated to represent other employees.

**34.13** If an authorized Union Representative should consider that a provision of this agreement has been violated, he/she may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this Rule 34.

step 1

Within seven (7) calendar days following receipt of the decision under Rule 34.7, the authorized Union Representative may appeal the decision in writing to the Superintendent or Area Supervisor, whose decision shall be rendered within 14 calendar days.

step 2

Within fourteen (14) calendar days following receipt of the decision rendered under Step 1 the authorized Local Union Representative may appeal the decision in writing to the Chief Mechanical Officer, whose decision must be rendered within 21 calendar days.

Step 3

Within twenty-one (21) calendar days following receipt of the decision rendered under Step 2, the authorized Local Union Representative may appeal the decision in writing to the President, whose decision must be rendered within twenty-eight (28) calendar days.

NOTE: Each party will notify the other of any changes in designated officers.

#### **RULE 35**

##### Final Disposition of Grievances

**35.1** When a grievance concerning the interpretation or

alleged violation of this agreement or supplemental agreements has not been settled at Step Three of the grievance procedure, the union or the company may, within ten (10) calendar days from the date of the company's decision at Step Three, request arbitration procedure for such grievance. If the union and the company cannot agree on the selection of a single arbitrator within twenty (20) calendar days from among three (3) names supplied by each party, the Minister of Labour shall be requested to appoint an impartial arbitrator. The arbitrator shall proceed as quickly as possible to determine the matter in dispute and his/her decision shall be final and binding upon the parties.

**35.2** A Joint Statement of Fact and issue outlining the dispute and references to specific provision or provisions, if any, of the collective agreement allegedly violated, shall be jointly submitted to the arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Fact and Issue, each party shall submit a separate statement to the arbitrator in advance of the date of the hearing and shall, at the same time, give a copy of such statement to the other party.

**35.3** A pre-arbitration meeting may be requested no later than ten (10) calendar days following request for arbitration. If such a meeting is not requested within this period, the grievance will be regarded as preceding directly to arbitration. The meeting will be held not later than twenty (20) calendar days following receipt of the above request. Failing resolution at this stage, the grievance may proceed in accordance with Rule 35.

**35.4** The hearing shall be held by the arbitrator in the office of the railway unless otherwise mutually arranged, or unless the arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.

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

**35.6** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator. The remuneration and expenses of the arbitrator shall be shared equally by the company and the union.

**35.7** The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind or disregard any of the provisions of the Collective Agreement or Supplemental Agreements. Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

**35.8** Upon official notice, all reasonable arrangements will be made to permit the arbitrator to have access to the work place to view the disputed operations and to confer with the necessary witnesses.

**35.9** Both parties agree to furnish each other with copies of documented evidence reasonably anticipated to be used in the presentation of their prospective cases before the arbitrator.

The parties further agree to furnish each other with copies of unreported arbitration awards and court decisions they intend to rely on at the hearings. Such documentation, awards and decisions will be furnished at least seven (7) days prior to the hearings. The purpose of this is to eliminate the element of surprise in relation to documented evidence and unreported arbitration awards and court decisions.



**35.10** Prior to the adjudication of final disposition of grievances by the highest designated authorities as herein provided and while questions of grievances are pending there will be neither a shutdown by the employer nor a suspension of work by the employees.

SECTION 7 - SAFETY AND HEALTH

Rule 36 - Personal Injuries

Rule 37 - Faithful Service

Rule 38 - Protection of Employees

Rule 39 - Exhausting of Steam & Fumes from Locomotives

Rule 40 - Signal Protection/Blue Flag Rules

**RULE 36**

Personal Injuries

**36.1** Employees Injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

**36.2** An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his/her full shift at straight time rates of pay, or overtime rate of pay during overtime hours unless the employee receives Workers' Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for their full shift.

**RULE 37**

**Faithful Service**

11/1/1  
**37.1** Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage will be given preference of such light work in their line as they are able to handle (subject to pension regulation age limits).

NOTE: Refer to Appendix IX,

### **RULE 38**

#### Protection of Employees

**38.1** 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 of cars set out, or attached to trains.

**38.2** When it is necessary to make repairs, parts of engines, boilers, tanks and tank cars shall be cleaned before mechanics are required to work on same. This will apply to cars undergoing general repairs. Tanks and tank cars will be purged when required by regulation.

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

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

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

### **RULE 39**

#### Exhausting of Steam & Fumes from Locomotives

**39.1** 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.

#### Lighting Equipment

**39.2** At shops equipped with electricity, electric light globes and extensions will be kept in tool rooms and available for use.

## RULE 40

### Signal Protection/Blue Flag Rules

**40.1** 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.

### Regular Repair Tracks

**40.2** (a) Where repair tracks are coupled up at both ends, a Standard Blue Flag suspended from a staff clamped to 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 away and secured with a SPECIAL LOCK other than the standard switch lock before employees commence work.

(b) Where repair tracks are coupled up at one end only, the same protection is required at the end of each track that is coupled to lead.

(c) Supervisor or other assigned responsible party in charge must attend to the matter of track protection personally, apply and remove locks and Blue Signals, and retain locks in his/her possession until again required. 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 and must re-apply same immediately after switching is completed and before work is resumed.

(d) Locks and Blue Signals must be removed from all tracks on which cars or locomotives are in condition to be switched after completion of day's work.

**Coach and Flat Traffic Yards**

**40.3** (a) Employees performing minor repairs on or about cars or locomotives, attending heaters, or cleaning cars must display the Blue Flag by day and Blue Light by night at both ends of each track occupied by the cars or locomotives until all work is completed, after which flags or lights must be removed. Blue Flag or Light will be used when making inspection only if safety is questionable under special conditions or if trains are to be held for proper inspection at peak periods. Switch Supervisors or Yard Coordinator must be notified of action taken and also on completion that track is clear for movement.

(b) Each class of workmen/women or other responsible person as designed by Supervisor in charge must display their Blue Signals and the same workmen/women are alone authorized to remove them. They must not remove their Blue Signals until it is known that all employees within their classification who are working under the protection of their Blue Signals have completed their work and are made aware of the removal of this protection.

(c) All equipment requiring repairs which make it necessary for the employees to work in a dangerous position, should be placed on repair tracks, but if circumstances are such that this is impracticable to do so, employees sent to make repairs must personally apply "Special Lock" and Standard Blue Signals at each end of track on which such equipment is standing, and in addition to this must notify Switch Supervisor or Yard Coordinator, if any, of the action taken. After the completion of repairs such employees must remove locks and blue signals, and also personally advise Switch Supervisor or Yard Coordinator, if any, that repairs have been completed and track is clear.

Sidings or Other **Tracks at** Other than Terminal Points

**40.4** Employees making repairs to a car, locomotive or other units or work or other equipment, on a siding or other track, at other than Terminal. Points, must first display a Blue Signal on lead end of dead-end sidings and at both ends of open-end sidings and take any other precautions deemed necessary to ensure their maximum safety, and before undertaking this work they must, where practicable, notify agent or train dispatcher and secure assurance that the necessary train order has been issued. Upon completion of the work, Blue Signals must be removed and agent or train dispatcher notified that repairs have been completed and that train order may be withdrawn.

Night Work

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

**40.6** (a) Supervisors who assign employees to perform work under any of the circumstances outlined in the foregoing rules must properly instruct and 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 and to avoid going into dangerous places unnecessarily.

(b) Violation of the Blue Signal Rules or anything that is liable to result in personal injury must be promptly reported to the proper officer.

SECTION 8 - GENERAL

Rule 41 - Bulletin Board

Rule 42 - Free Transportation

Rule 43 - Use of Private Automobile

Rule 44 - Deduction of Union Dues

**RULE 41**

**Bulletin Boards**

**41.1** Places will be provided at all shops where proper notices of direct interest to employees may be posted by shop committees.

**RULE 42**

**Free Transportation**

**42.1** Employees covered by this Agreement, and those dependent upon them for support, will be given the same consideration in granting free transportation as is granted other employees in service. This does not refer to special free transportation which may be issued to employees in train service on account of the necessary requirements of that service.

**42.2** Union representatives representing employees covered by this Agreement will be granted the same consideration as is granted Union Representatives representing employees in other branches of the service.

**RULE 43**

**Use of Private Automobile**

**43.1** Effective April 12, 1992, where an automobile allowance is paid, such allowance will be:

30 cents per km for the first 4,000 km

24 cents per km - 4,001 to 10,700 km

20.5 cents per km - 10,701 to 24,000 km

17 cents per km over 24,000 km

**RULE 44**

**Deduction of Union Dues**

**4** **44.1** The Railway shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the appropriate Organization, subject to the conditions and exceptions set forth hereunder,

**44.2** The amount to be deducted shall be equivalent to the uniform regular dues payment of:

National Automobile, Aerospace and Agricultural Implement Workers' Union of Canada (CAW - Canada)

International Association of Machinists and Aerospace Workers;

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers;

International Brotherhood of Electrical Workers;

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada;

Sheet Metal Workers' International Association

International Brotherhood of Firemen & Oilers



covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Collective Agreement excepting to conform with a change in the amount of regular dues of the above mentioned Organizations in accordance with their respective constitutional provisions. The provisions of this Rule 45 shall be applicable to each individual Organization on receipt by the Railway of notice in writing from such Organization of the amount of the regular monthly dues.

**44.3** Employees filling positions of a supervisory or confidential nature not subject to all the Rules of the applicable Agreement, as may be mutually agreed between the designated officers of the Railway and the Organization concerned shall be excepted from dues deduction.

**44.4** Membership in any of the Organizations listed above shall be available to any employee eligible under the constitution of the applicable Organization on payment of the Initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

**44.5** Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

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

**44.7** Employees filling positions coming within the scope of more than one wage agreement or filling positions coming within the jurisdiction of more than one union In the pay period in which deduction is made shall have dues deducted for the Organization 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.

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

**44.9** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer or officers of the Organization concerned, as may be mutually agreed by the Railway and the applicable Organization referred to in 45.2 hereof, not later than forty calendar days following the pay period In which the deductions are made.

**44.10** The Railway shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs In the amount of any deduction of dues from an employee's wages, the 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 Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Rule shall terminate at the time It remits the amounts payable to the designated officer or officers of the Organization.

**44.11** The question of what, if any, compensation shall be paid the Railway by the Organizations listed above in recognition of services performed under this Rule 44 shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

**44.12** 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 44.1 of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organizations or any of them counsel fees are incurred these shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

**44.13** The union will give the company 60 days advance notice of any changes to the amount of monthly deductions to be made.

**44.14** Upon notification from the union of the respective amount, the company will make either monthly or bi-weekly deductions.

**44.15** Upon receipt of authorization for such deductions, signed by the employee, the company will deduct initiation fees and/or skilled trades dues.

**44.16** The company will provide, monthly, the union with:

- . total amount of monthly dues
- . total amount of initiation fees
- . total amount of skilled trades dues
- . names, employee numbers, addresses, and telephone numbers
- . a list of employees who have not had union dues deducted

SECTION 9 - LEAVES

Rule 45 - Absence from Work

Rule 46 - Leave of Absence

Rule 47 - Attending Court

Rule 48 - Jury Duty

Rule 49 - Bereavement Leave

Rule 50 - Salary Continuation

Rule 51 - General Holidays

Rule 52 - Annual Vacations

**RULE 45**

Absence From Work

**45.1** in case an employee is unavoidably kept from work he/ she will not be discriminated against. Any employee detained from work on account of sickness or any other good cause, must advise his/her supervisor when practicable.

**RULE 46**

Leave of Absence

**46.1** When the requirements of the service will permit, employees will be granted leave of absence, not to exceed 90 days, with the privilege of renewal by consent of the Management and Committee.

**46.2** Any employee engaging in other employment whilst on leave, except with consent of Management and Committee, shall be considered out of the service,

**46.3** The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an

improper practice and may be handled as unjust treatment under this Agreement.

**46.4** In instances where leaves of absence greater than 3 days are granted, the Local Chairperson concerned will be informed.

**46.5** Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to three (3) months in order to service the period of incarceration.

#### **RULE 47**

##### Attending Court

**47.1** When attending Court as witnesses for the Railway, or a Coroner's Inquest in which the Railway is involved, employees will receive pay for all time lost at home station, with a minimum of 8 hours' time each week day and 8 hours at time and one-half for assigned rest days, whether at home station, away from home or traveling. On holidays specified in Rule 51 employees shall be paid a minimum of eight hours at the appropriate rate. Time and one-half will be paid for traveling during overtime hours, where employees are unable to secure sleeping car accommodation. Actual expenses will be allowed when away from home station and necessary expenses will be allowed when at home. When necessary the Company will furnish transportation and will be emitted to certificate for witness fees in all cases.

#### **RULE 48**

##### Jury Duty

**48.1** An employee who is summoned for jury duty or court attendance (not as plaintiffs, defendants or voluntary witnesses) and is required to lose time from

his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his/her position for each day lost, less the amount allowed him/her for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations.

(a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) 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/her vacation dates may reschedule his/her vacation because he/she is called for jury duty.

#### RULE 49

#### Bereavement Leave

**49.1** Upon the death of an employee's spouse or child, the employee shall be entitled to four days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

**49.2** Upon the death of an employee's parent, brother, sister, step-parent, step-sister, step-brother, grand-parent, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be entitled to three days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

NOTE: In the application of this Article "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee providing that, if there is no legally married spouse, it means the person that qualifies as a spouse

under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

**49.3** 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 50**

##### Salary Continuation

**50.1** The company will continue to pay members of the union while attending authorized union business and the company will bill the union for reimbursement.

#### **RULE 51**

##### General Holidays

5/10

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

**51.2 (i)** An employee who qualifies in accordance with Rule 51.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day  
Day following New Year's Day (Ontario Only)  
Good Friday  
Easter Monday (Substitution for Remembrance Day)  
Victoria Day  
St. Jean Baptiste Day (Quebec Only)  
Dominion Day  
Civic Holiday (First Monday in August)  
Labour Day  
Thanksgiving Day



Christmas Day  
Boxing Day

NOTE: If a Legal Legislative Body designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.

**51.3** If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefor in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized the dispute will be submitted to arbitration for final decision.

**51.4** In order to qualify for pay for any one of the holidays specified in Rule 51.2 an employee:

(a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Rule 51.4(a) does not apply to an employee who is required to work on the holiday;

(b) must be available for duty on such holiday, if it occurs on one of his/her work days, excluding vacation days, except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualified for weekly sickness benefits because of illness on such holiday; when an employee is required to work on such general holiday he/she shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than prior to the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required; and

(c) must have rendered compensated service on at least 12 or the 30 calendar days immediately preceding the general holiday. This Rule 51.4(c) does not apply to an employee who is required to work on the holiday.

NOTE: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in the Clause (c).

**51.5** A qualified employee whose vacation period coincides with any of the general holidays specified in Rule 51.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

**51.6** An employee qualified under Rule 51.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

**51.7** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Rule 51.6, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

**51.8** Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, or shifts where the preponderance of the shift occurs on the general holiday, shall be considered as work on that holiday.

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

**51.10** Holiday work shall only be required when absolutely essential to the continuous operation of the Railways.

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

Example: An employee who worked two shifts out of five as relieving foreman, would be paid  $\frac{3}{5}$  of eight hours for the paid General Holiday or 4 hours 48 minutes.

Holiday Pay for **179.3** and **181.3** Hour  
Employees **Qualified** in Accordance with the  
**Provisions** of Rule **51.4**

No Work Performed on **General** Holiday

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

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

Work Performed on General Holiday

**51.14** When a general holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with one and one-half times the ~~actual~~ hours worked with a minimum of four and one-half ~~straight-time~~ hours. Such hours shall be included in making up the four-week guarantee. In addition, the employee will be paid eight hours at the pro rata hourly rate for the holiday, which time is excluded in making up the four-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

**RULE 52**

Annual Vacations

Section 1

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

**(b)** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days of cumulative service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each  $16 \frac{2}{3}$  days of cumulative service or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (c) of this section.

NOTE 1: An employee covered by Clause (b) of this section will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she achieves 1,000 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

(c) Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and has completed at least 1,750 days of cumulative service, shall have his/her vacation scheduled on the basis of one working day's vacation with pay for each 1 1/2 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days in subsequent years, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause (d) of this section.

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NOTE 2: An employee covered by Clause (c) of this section will be entitled to vacation on the basis outlined therein if on his/her eighth or subsequent service anniversary date he/she achieves 2,000 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and has completed at least 3,750 days of cumulative service, shall have his/her vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days: in subsequent year, he/she will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under clause (e) of this section.

NOTE 3: An employee covered by Clause (d) of this section will be entitled to vacation on the basis outlined therein if on his/her sixteenth or subsequent service anniversary date he/she achieves 4,000 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (c) of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(e) Subject to the provisions of Note (4) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and has completed at least 6,250 days of cumulative compensated service, will have his/her vacation scheduled on the basis of one working day's vacation with pay for each 8 1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

NOTE 4: An employee covered by Clause (e) of this section will be entitled to vacation on the basis outlined therein if on his/her thirtieth or subsequent service

anniversary date he/she achieves 7,500 days of cumulative service; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his/her next vacation, the adjustment will be made at the time of leaving.

(f) In the application of Rule 52.1(e) the Company will have the option of:

(i) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates: or

(ii) splitting the vacation on the basis of five weeks and one week.

(g) A year's service is defined as 250 days of cumulative service.

(h) In computing service under Clauses (a), (b), (c), (d), and (e) of this Section 1, days worked in any position covered by similar vacation Agreements shall be accumulated for the purpose of qualifying for vacation with pay.

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

(j) An employee who, while on annual vacation becomes ill or if injured shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall

Immediately so Inform the Company officer In charge, and will complete his/her vacation if continuous with his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized local Union representative.

(k) An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of the employee, have the right to have such vacation carded to the following year.

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

NOTE: This Clause 52.1(l) does not apply where rescheduling is the result of an employee exercising his/her seniority to a position covered by another vacation schedule, nor to apprentices moving between main shops and running repair points.

#### Advance Vacation Pay

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

(n) An employee shall be compensated for vacation at the hourly rate of pay he/she would have earned had he/she been working during the vacation period.



(o) In the application of this Section 1, employees on a monthly guarantee will be paid for vacation on the basis of such guarantee.

## Section 2

**52.2** (a) An employee terminating employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to the date of leaving the service, as provided for in Section 1, and, if not granted shall be allowed pay in lieu thereof.

(b) An employee who is laid off shall be paid for any vacation due 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 at the beginning of the following calendar year.

(c) An individual who leaves the service of his/her *own* accord or who is dismissed for cause and not reinstated in his/her former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Section 1.

## Section 3

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

(b) 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 Clause 3(b) may be changed by mutual agreement between the Local committee and the proper officer of the Railway.

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

#### Random Vacation Days

(d) Employees with 20 days or more vacation, will be allowed to take 5 days vacation in one day random increments, provided no additional cost to the company and requests are made in advance to the immediate supervisor.

#### Section 4

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

## Main Shops

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

(c) The period of close down for annual vacation at main shops will not exceed four weeks in each year.

(d) The Management and the Local committees will cooperate with a view to providing staff to make repairs to machinery, etc., and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such skilled employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date.

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

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

(g) The proper officer of the Company and the respective Local Chairperson will cooperate in an effort to ensure that as many main shop mechanics, apprentices, helpers and coach cleaners as possible, whose maximum vacation entitlement is one week or more less than the period of close down, will be given the opportunity to fill vacancies at running points for which they are fully

qualified to immediately perform the work involved.

(h) 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/she later declines to exercise seniority and fill the position without just cause be debarred from the benefit of this Rule in the following year.

(i) Employees working in main shops during vacation period will be compensated during regular shop hours at pro rata rates, except as otherwise provided in Rule 52.1(i).

#### Running Work

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

SECTION 10 - BENEFITS

Rule 53 - Employment Security and Income Maintenance Plan

Rule 54 - Life Insurance Upon Retirement

Rule 55 - Employee Benefit Plan - Life Insurance Sickness

Benefits, Medicare Allowances, Long Term Disability

Rule 56 - Dental Plan

Rule 57 - Continuation of Benefits

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**RULE 53**

Employment Security and **Income Maintenance Plan**

**53.1** The provisions of the supplemental agreement governing the Employment Security and Income Maintenance Plan will apply to employees covered by this agreement as specified therein,

**RULE 54**

Life Insurance Upon Retirement

**54.1** An employee who retires from the service with a company pension at or after age 65 will be entitled to a \$6,000 life insurance policy fully paid up by the Company. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 64, the paid up policy will be provided at age 65.

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**RULE 55**

Employee Benefit Plan - Life Insurance  
Sickness Benefits, **Medicare** Allowances and Long  
Term **Disability** 55,55,55 ✓

**55.1** The provisions of the Ontario Northland Railway Employee Benefit Plan - Supplemental Agreement will apply to employees covered by this Agreement as specified therein.

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**RULE 56**

Dental Plan

**56.1** The Dental Plan shall be that Plan established by the Dental Plan Agreement dated November 30, 1979, as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories.

**RULE 57**

Continuation of Benefits on Retirement

**57.1** Effective April 12, 1992 Health and Welfare benefits applicable to active employees will continue until age 65 for employees:

- a) Retiring with a company pension and who have 15 years of continuous employment relationship, or
- b) Who qualify for a Disability Pension under Ontario Northland's Pension Plan.

SECTION 11 - CONTRACT CLAUSES

Rule 58 - Procedure

Rule 59 - Revision of Rules

Rule 60 - Scope of General and Special Rules

Rule 61 - Printing of Agreement

Rule 62 - Duration of Agreement

**RULE 58**

Procedure

**58.1** For the carrying out of this agreement the Railway will deal only with the duly authorized officers of each union. Grievances or the application or Interpretation of the provisions of this agreement will be initially handled between the Railway and Local Committees of its employees as herein provided.

**RULE 59**

Revision of Rules

**59.1** Should either the company or the unions desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within thirty (30) days.

It is understood no changes as above will be implemented except by mutual consent of the parties to the Collective Agreement,

**RULE 60**

Scope of General and Special Rules

**60.1** Except as provided for under Special Rules, the general rules shall govern in all cases.

**RULE 61**

Printing of Agreement



**61.1** The Company will undertake the responsibility for the printing of Agreement 12 as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

**RULE 62**

Duration of Agreement

**62.1** Except as otherwise provided herein, this Agreement No. 12 and all mutually accepted rulings or interpretations related thereto will remain in effect for a period of thirty (30) months, commencing January 1, 1992 and expiring June 30, 1994 and thereafter subject to three months' notice in writing from either party of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to March 31, 1994.

Signed at North Bay, Ontario this 12th day of April 1992.

For Ontario Northland Railway:

P. A. Dymont

President

For the Unions:

Brian E. Stevens

National Automobile, Aerospace and Agricultural  
implement Workers' Union of Canada (CAW-Canada)



**Robert S. Barker**  
International Association of Machinists and Aerospace  
Workers

**Greg Murdoch**  
International Brotherhood of Boilermakers, Ironship  
Builders, Blacksmiths, Forgers and Helpers

**Tom Diggles**  
International Brotherhood of Electrical Workers

**John Lunnin**  
United Assoc. of Journeymen and Apprentices of the  
Plumbing and Pipefitting Industry of the United States and  
Canada

**Peter Maeck**  
Sheet Metal Workers' International Association

**A. Tremblay**  
International Brotherhood of Firemen and Oilers

SECTION 12 -APPENDICES  
LETTERS OF UNDERSTANDING

April 1992

Mr. Brian Stevens,  
Chairperson,  
Associated Shopcraft Unions,  
North Bay, Ontario.

Dear Mr. Stevens:

**RE: Helpers**

The Company and the Unions agree that effective with the signing of this agreement, any employee currently classified as a helper will continue to retain rights within the helper classification and within his/her respective union.

The parties agree that as a result of implementing a Skilled Trades program, additional helpers will not be utilized for filling the following positions:

Fork Lift Operator

Material Handler

The parties agree that in the event that there is a requirement for personnel in the above classifications, such positions shall be filled by employees in the Firemen and Oilers' group. However, it is understood that while the work in these classifications will be performed by employees in the Firemen and Oilers' group, the operation of fork lifts is not the exclusive work of any one group.

The parties also agree that positions which now assist journeymen/women working on equipment will be filled by journeymen/women or apprentices in accordance with the collective agreement as vacancies occur.

All references to helper classifications and duties currently in Collective Agreement #12 will be removed when the positions have been vacated through the above process.

Yours truly,

P.A. Dymont,  
President.

**April 1992**

Mr. Brian Stevens,

Chairperson,

Associated Shopcraft Unions.

**Dear Mr. Stevens:**

**RE: Semi-Annual Plan**

During Mechanical Department Labour/Management meetings In January and June of each year, the Chief Mechanical Officer will present a written plan to the Shopcraft Union representatives. The plan will provide details on proposed changes to Mechanical operations, staff, equipment, maintenance policies, etc for the following six month period. The report will contain, but is not limited to changes in the following areas:

- Traffic fluctuations
- Train operations
- Staff level changes by craft at each location  
(does not include normal fluctuations within work areas)
- Rolling stock additions or retirements
- Major projects
- Changes to maintenance policies
- Ship machinery purchases
- Contract work
- Contracting out
- Administrative policies

Any significant changes in plans that may be initiated between formal presentation dates will be presented to the union representatives at the earliest possible date.

this information is presented to the union representatives as a means of keeping them informed of planned changes which may affect their members and to allow them to make recommendations on same, Provision of

the **Semi** Annual Plan will not supersede or alter the provisions of the Collective Agreement.

Yours truly,

**R.G. teach,**  
Chief Mechanical Officer.

April 1992

Mr. B. Stevens,  
President,  
CAW, Local 103,  
North Bay, Ontario.

**RE: Work at Derailments**

This letter confirms our discussions during the current round of bargaining regarding Implementation of the recommendations of the Manitoba Federation of Labour re: Carmen Responding to Derailments.

It was agreed that following the conclusion of negotiations that the parties will meet to review the company's present program and the recommendations from the Manitoba Federation of Labour and then develop and recommend an appropriate training program for employees required to respond to derailments.

Sincerely yours,

R.G. Leach,  
Chief Mechanical Officer.

April 1992

Mr. Brian Stevens,  
Chairperson,  
Associated Shopcraft Unions,  
North Bay, Ontario.

Dear Mr. Stevens:

**Re:** Health & Safety

This is to confirm the understanding reached during negotiations to establish a Health and Safety steering committee **within** the Mechanical Department. The purpose of the committee will be to review and recommend for implementation mutually acceptable items of concern such as:

- Existing Safety and Health program
- Committee structure and **role**
- Training programs
- Complaint procedures
- Special procedures and regulations
- Safety Awareness

the Steering Committee will consist of four (4) members, two (2) from management, (the Chief Mechanical Officer and one other), and two (2) representatives from the Associated Shop Unions.

Yours truly,

**R.G. Leach**  
Chief Mechanical Officer

April 1992

Mr. Brian Stevens,  
Chairperson,  
Associated Shopcraft Unions,  
North Bay, Ontario

Dear Mr. Stevens:

RE: Access to file

This is to advise that employees seeking personal information held by the Company will not have such information unreasonably withheld.

Written requests should be submitted to the Director of Human resources by an employee, through his/her immediate supervisor, specifying the information requested.

Yours truly,

Jerry Knox  
Director Human Resources



April 1992

Mr. Brian Stevens,  
Chairperson,  
Associated Shopcraft Unions,  
North Bay, Ontario

Dear Mr. Stevens:

**RE: Letter of Understanding Regarding Lines of Demarcation committee**

This will confirm the understanding reached during negotiations which focused on the implementation of a Skilled Trades Program which includes the formation of a Lines of Demarcation Committee as outlined in Rule 61.

The committee will be guided by, but not limited to, the following criteria in resolving any disputes that may arise out of the assignment of work.

1) Central Skills:

Tasks which require the unique and central skills of one particular trade and which are presently assigned to that trade; unless such tasks are determined by the committee to be incidental to a principle job being performed by other journeyman/woman as discussed below.

2) Overlapping Capabilities

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, the committee must consider the following items: no one factor by itself is controlling.

- . Level of skill involved
- . Uniqueness of skill required
- . Safety
- . Tools required

- . Nature of the material being worked on
  - Generally accepted notions of the trade
  - . Time involved in relation to the principle task.
  - . The Company confirms that no employee will be laid off as a direct result of the implementation of this process.
- Yours truly,

R.G. Leach  
Chief Mechanical Officer

April 1992  
Mr. Brian Stevens,  
President,  
CAW, Local 103,  
North Bay, Ontario.

Dear Mr. Stevens:

RE: Establishment of Mobile Crane Crews

This letter confirms our discussions during the current round of bargaining concerning the establishment of a System Auxiliary Crew which would respond to all derailments where a rail crane, mobile crane or other such device is required.

We agreed that the main auxiliary crew would be based in North Bay and would be responsible for responding to derailments, Notwithstanding the above, mobile crews will be established in Englehart and Cochrane which may respond to minor derailments where a mobile crane or other such device is used.

We further agreed to meet at the conclusion of negotiations to establish mobile crews at Englehart and Cochrane and to finalize appropriate training requirements for all employees working at derailments.

Sincerely yours,

R.G. Leach,  
Chief Mechanical Officer.

Appendix I  
Ontario Northland Railway  
**Interpretation of Rules**  
**23.11, 23.13 and 23.16**

**Rule 23.11**

Discussions between the Railway and the Canadian Council of Railway Shopcraft Employees and Allied Workers with regards to Rule 23.11 have resulted in the Railway issuing instructions to the supervisory staff that in the instance of the transfer of men from one section (department) of the shop to another for a period of over 90 days where there is no change in the rate and no change in hours or rest days and where no overall increases in total staff was involved. The Union representatives claimed that such situations were covered by Rule 23.11 and, consequently, the new positions would have to be bulletined and awarded to the senior qualified employees making application.

The Railway contended that this rule was only intended to apply in respect of staff additions when there were additions being made in a craft in a shop proper and not to addition in a section (department) of the shop with equivalent reductions in another section (department) of the shop with no overall increase taking place.

The union representatives were not adamant that bulletins would be issued in every case if this were unnecessary, especially at small points, so long as senior qualified employees desiring to transfer were given the opportunity to do so. The Railway stated that without prejudice to its interpretation of the meaning of the rule, it would advise all concerned that in such circumstances, senior men desiring to transfer will be allowed to do so subject to qualifications, of course, that this does not apply in respect of staff adjustment within a section (department) of a shop but only to transfers between

sections (departments) of a shop where no overall change occurs in total employment in the shop. This understanding does not prejudice the interpretation of the Unions concerning 23.11

**Rules 23.13 and 23.16**

These rules require that the General Chairmen concerned receive copies of all bulletins and lists of men being laid off at a seniority terminal. As this is apparently not being done in all instances, will you please instruct the personnel concerned to so arrange in future.

various rules provide that under certain circumstances the local committee shall be consulted. The unions alleged that these consultations are frequently taking place after the fact rather than before. If this is true, will you please point out the correct procedure to your officers as rules providing for consultation with local committee intend that this will be done before the fact except, of course, in certain isolated situations where emergency requirements make this impossible.

Appendix IV  
Ontario Northland Railway

Montreal, August 29, 1975

Mr. J.H. Clark,  
President and Secretary,  
Division No. 4.

Dear Mr. Clark:

This will confirm the understanding reached during our recent discussions that in the application of Rule 31 of Wage Agreement No. 16(12) the following shall also apply.

1. Except as otherwise provided in the respective Craft Special Rules, apprentices shall on completion of their apprenticeship be permitted to exercise their seniority at their home seniority terminal to displace the junior employee in their Craft in the designated work area of their choice with the shift, days off, hours of work and rate of pay of their choice in accordance with the provisions of Rule 23.14 of Wage Agreement No. 16(12).
2. By mutual agreement between the proper officer of the company and the General Chairman of the Craft concerned, an apprentice may at any time during his apprenticeship be permitted to transfer to any location on his Region with a view to remaining at that location on completion of his apprenticeship. Such apprentice shall during the last six months of this apprenticeship be required to make formal application to remain at that point. Such application shall be accepted provided that on completion of his apprenticeship his seniority will permit him to fill a permanent vacancy in accordance with Rule 23.13 or displace an unqualified mechanic. Should his application be accepted, he will have his name

placed on the mechanics' permanent seniority list at that point with a seniority date established in accordance with Rule 31.5.

In the event his application is not accepted, such employee will be required to return to the point at which he commenced his apprenticeship In order to protect his seniority rights under Rule 31.5.

If you concur in the foregoing, kindly affix your signature in the space provided, returning the original and one copy for our records.

Yours truly,

(Original Signed)

G. Milley

I Concur:

(Original Signed)

John H. Clark

Appendix V  
Ontario Northland Railway

Montreal, May 5, 1978

Mr. J.W. Asprey,  
President and Secretary,  
Division No. 4.

Dear Sir:

This letter cancels and supersedes letter dated May 21, 1974 with respect to those Main Shop employees whose maximum vacation entitlement is one week or more less than the period of shop close-down for vacation purposes, being permitted to transfer temporarily to running service.

With respect to the above, it is agreed that the co-operation referred to in Rule 47.4(g) will include the principle of granting additional running point mechanics, apprentices, helpers and coach cleaners vacations during the period of the close-down at Main Shops, so that the employees referred to in paragraph 1 may be permitted to temporarily transfer to line shop as vacation relief. the granting of such extent that there are mechanics, apprentices, helpers and coach cleaners fully qualified to immediately and adequately perform the work on the vacancies thereby created.

It is understood by the parties that agreement to the above does not mean that all employees referred to in paragraph 1 would be given the opportunity of transferring temporarily to line shops, but only that number required to ensure efficient operation of the line shop. the parties will also take cognizance of the fact that although a mechanic may be fully qualified in his trade, he will not necessarily be familiar with line work and, therefore, it would not be feasible for the company to release line shop employees for vacation purposes to the extent that line shop operations would be affected because of these vacation



relief employees being unfamiliar with line operation.

it is also understood that to ensure efficient vacation planning at line shops, those Main Shop employees wishing to transfer shall make their intention known by February 28th. An employee whose application to withdraw such application for just cause as provided for in Rule 47.4(h), or by agreement between the employee and the company.

Yours truly,

(Original Signed)

S.T. Cooke

R.E. Wilkes

Appendix VI  
Ontario Northland Railway

May 5, 1978

Mr. J.W. Asprey,  
President and Secretary,  
Division No. 4

Dear Sir:

The following letter will be sent to line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlor Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

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

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

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

Yours truly,

(Original Signed)

S.T. Cooke

R.E. Wilkes

Appendix VII  
**Ontario Northland Railway**

Montreal, Quebec,  
September 27, 1979

Mr. J.W. Asprey,  
President and Secretary,  
Division No. 4.

Dear Mr. Asprey:

This will confirm our understanding of the application of Rules 23.11, 23.12 and 23.13 of Wage Agreement No. 16(12) in respect of a temporary position which is subsequently bulletined as a permanent position.

Unless such temporary position has been filled by the senior employee entitled to it under the provisions of the agreement, the permanent vacancy will be bulletined pursuant to paragraph 1 of Rule 23.13.

If this meets with your understanding would you please so indicate in the space provided below.

Yours truly,

(Original Signed)

G. Milley

J.A. McGuire

I Concur:

(Original Signed)

John W. Asprey

Appendix VIII  
Ontario Northland Railway

North Bay, Ontario

January 8, 1986

Mr. A. Rosner  
Chairman,  
Associated Railway  
Unions,  
Negotiating Committee,  
Suite 613, 1410 Stanley  
Street  
Montreal, Quebec  
H3A 1P8

Mr. J.M. Kearns  
National President,  
Brotherhood of Railway  
Carmen of the U.S. and  
Canada  
1729 Bank Street, Room  
306,  
Ottawa, Ontario  
K1V 7Z5

Dear Sirs:

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

5/1  
In accordance with the provisions as set out on Page 49 of the above-mentioned award, it is agreed that work presently and normally performed by employees represented by the organizations signatory to the Memorandum of Settlement dated today, will not be contracted out except:

1. when technical or managerial skills are not available from within the railway; or
2. where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees: or
3. when essential equipment or facilities are not available and cannot be made available from railway-owned property at the time and place required; or

4. where the nature or volume of work is such that it does not justify the capital or operating expenditure involved: or
5. the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
6. where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers not to the performance of warranty work.

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

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

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

appropriate company representative will promptly meet with him for that purpose.

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

Where a union contends that the company has contracted out work contrary to the foregoing, the union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at Step 3 of the grievance procedure, the union officer submitting the facts on the union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,

P.A. Dymont,  
General Manager.

Appendix IX  
Ontario Northland Railway

Montreal, Quebec

March 26, 1982

Mr. J.W. Asprey,

President and Secretary,

Canadian Council of Railway

Shopcraft Employees and Allied Workers

Dear Mr. Asprey:

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

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

A disabled employee placed on a position shall not be displaced by an able bodied employee so long as he remains on that position except when a senior employee



is otherwise unable to hold a position within his seniority terminal.

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

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

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

Yours truly,

(Original Signed)

D.C. Fraleigh

for: General Manager

I concur:

(Original Signed)

J.W. Asprey

President and Secretary

Agreement Between **Ontario** Northland Railway  
and

**International** Association of Machinists, and  
International Brotherhood of Electrical Workers  
Governing Maintainers in the Maintenance of Way  
Mechanical Equipment Repair Shops.

**1.** Source of Employees

Maintainers will be **drawn from** the crafts represented by the International **Association** of Machinists and International Brotherhood of **Electrical** Workers.

**2.** Ratios

The ratio of **machinists** to electricians will be established separately for each shop.

(a) The ratios at the time of signing will be as follows:

North Bay - **Two** machinists to one electrician

Kirkland Lake - Two **machinists** to one electrician

If other shops are opened at a future date a ratio will be established separately for that shop based on proportions of work required to be done.

(b) Hereafter, when making **additions** or reductions to the staff, the proportions of mechanical and electrical work to be done will be used as a basis of the ratio of employees to be maintained and whether the employee to be added or laid off will be a machinist or an electrician.

(c) An assistant foreman appointed from the ranks of maintainer who still performs a **reasonable** amount of maintainer's work will be included in the ration count but one who is a full time **supervisor** will not be included.

**3.** Seniority

(a) Seniority of "Maintainers" will commence on the date of transfer to such **classifications**. Effective with the signing of this agreement, present maintainers will be,

accorded **seniority** as 'Machinist maintainer" or "electrician maintainer", as the case may be, using their present seniority dates. All maintainers will have home terminal seniority and system seniority,

(b) Employees transferring to this group will retain their seniority standing and will **continue** to accumulate seniority on **their** respective craft seniority lists.

(c) After serving as a maintainer for a minimum period of two years, an employee may request the right to bid on a bulletined position in **his/her** original craft stating the reason for which request is made. The request will be judged on its merits and its allowance will be subject to the mutual agreement of the Chief Engineer, Chief Mechanical Officer and the local committee of the craft involved. employees returning to a craft position under this clause will immediately be removed from the maintainers seniority list.

(d) A **maintainer** appointed to a position with the company not covered by this or any other collective agreement will retain seniority **rights** and continue to accumulate seniority as a maintainer. If released from such position, the employee may only exercise seniority to his/her home seniority terminal **displacing** the junior machinist maintainer or **electrician** maintainer, as the case may be, at the terminal.

(e) In case of a reduction in staff or displacement, the laid off maintainer will be permitted to return to his/her original craft by displacing the junior person in his/her respective classification.

#### **4. Bulletining and Filling of Positions**

##### **(a) Permanent Positions**

(i) Before a permanent position is **bulletined**, it will be established whether the requirement is for a machinist

maintainer or an electrician maintainer as per Rule 2 (b) above.

(ii) The position will then be advertised to all machinist maintainers or electrician maintainers, as the case may be on the system.

(iii) If there are no applications received the position will be advertised to the machinists' craft or the electricians' craft as the case may be.

(iv) should there be no applications, the company may hire a person with the necessary qualifications and such employee shall be classified as a "machinist maintainer", or "electrician maintainer" as the case may be. Such employees will be subject to a probationary period of 65 cumulative days of work.

(v) As an alternative to Clause (iv) above the company may, at its option, seek to fill the vacancy from the "other" craft (either a machinist or an electrician, as the case may be) without further regard to the ratio.

**(b) Temporary Vacancies**

Generally, temporary vacancies will be filled at the discretion of management using the following guidelines:

(i) Employees holding seniority as maintainer but unable to hold a permanent position as such will be used first.

(ii) If there are no such employees, then the craft of which the greater proportion of the work is required will be canvassed first and then the other craft.

(iii) If there are no applicants the company may fill the job from other sources.

**5. Supervision**

Maintainers will be under the supervision of the Maintenance of Way Department.

**6. Grievances**

Grievances will be handled in accordance with the grievance procedure for the craft concerned first to the Superintendent, M. of W.; Step 1 will be the Chief Engineer and Step 2 to the general Manager.

**7. Other Provisions**

Except as specifically stated herein, working conditions and rates of pay will be governed by the collective agreement applicable to the machinists' and electricians craft. (Presently Agreement No. 12)

**8. Work Assignments**

Maintainers will be expected to do all mechanical and electrical work on Maintenance of Way work equipment assigned to them and each maintainer will do the work of both crafts to the best of their ability. Such equipment may include: track motor cars, tie tampers, track welders, cranes, ditchers, air compressors, power tools, etc., including the maintenance of boarding car lighting plants but excluding the installation of such plants and the wiring of boarding cars.

**9. Mechanical Dept. Work**

This agreement does not prohibit Maintenance of Way equipment being brought into Mechanical Department shops as required, but when in such shops the work will be done by Mechanical Department employees. As required, machinists apprentices will continue to serve a period of training in this department as in the past.

**10.** Nothing in this agreement shall detract from the working agreement currently in effect with the Brotherhood of Maintenance of Way employee.

**11.** The agreement dated October 29, 1956 is hereby cancelled.

Signed at North Bay, Ontario this 15th day of March 1988.

For International For Ontario

Association of Northland

Machinists: Railway

R.S. Barker P.A. Dymont

General Chairman General Manager

For International

Brotherhood of

Electrical Workers

B.J. Garland

General Chairman

Memorandum of Agreement between the Ontario  
Northland Railway and the **International Association**  
of Machinists **re** Rates of Pay and Working  
Conditions for Mechanics employed In Bus Garage at  
North Bay.

1. Effective date of Agreement -April 2, 1965.

2. Rates of Pay

Mechanics - same as Machinists rate under Wage  
Agreement No. 15 (and succeeding agreements).

3. Employment of Mechanics

Persons applying for employment as Mechanics must be  
qualified Journeymen with necessary certification. Chief  
Mechanical Officer to be the judge of qualifications.

4. Seniority

Separate seniority lists will be kept for Mechanics.

**Note:**J. Thiessen, presently employed In Motor Car Shop,  
will be included on Mechanics' seniority list and will  
continue to accumulate seniority In Mechanics' group.

5. Conditions of service under Wage Agreement No.  
15 (or succeeding agreements) applying to Machinists will  
apply to Mechanics in like fashion.

6. In case of reduction In staff, men will be laid off in  
reverse seniority order and returned to service in their  
turn if available when required. Men laid off will be given  
consideration for employment in other departments of the  
railway if there are any vacancies and before new men  
are hired.

For the Employees:

O.J. Parisien  
General Chairman  
Int. Assoc. of Machinists  
North Bay, Ontario,  
April 1, 1965  
File 4465-4-1

for the Railway:

E.A. Frith  
General Manager

Ontario Northland Railway

Understanding Agreed to **Between the Railway and the Authorized** Representatives of the Carmen and Bridge & Building Workers as to the Division of Work to be Performed on Boarding and Work gang **Service** Equipment.

1. Carmen shall retain all construction of steel cars when being built or under general repairs and modifications.
2. All work now performed by Carmen and B. And B. workers on wooden cars will remain status quo until these cars are retired,
3. Carmen's work on steel cars will consist of all steel and wood work, painting and stencilling to the body and frame, all inside finishing and trimming such as ceiling, walls, floors, room dividers, including general repairs as to readiness for service.
4. All running gear maintained by Carmen.
5. After ~~carmen~~ have made these steel cars wholly serviceable the B. & B. workers can make emergency minor repairs that occur on the road to doors, windows, screens, roof patching, touch up painting to the repairs that they have made on these cars.
6. All stoves and refrigerators installed in construction, and modifications in steel cars will be done by Carmen. Heater stoves and refrigerators removed for storage and reinstallation for service to be done by B. & B. workers.

All the work agreed to between the Carmen and Bridge and Building Employees on the above mentioned Boarding and Work Gang Service equipment will remain as outlined above unless otherwise mutually agreed upon in writing between the Carmen and Bridge and Building Employees.



For the Employees:

R. Marsh

E.L. Desjardins

Bro. of M of W Employees

William G. Bishop

Bro. Of Rly. C of A

For the Railway:

E.A. Frith

General Manager

Approved by:

A.F.H. Hopper

System Federation

General Chairman

Bro. of M of W Employees

F.A. Armstrong

General Vice-President

Bro. of Rly. C of A

North Bay, Ontario

November 6, 1967

Jurisdictional Agreement Between Local **361** of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Brotherhood of **Maintenance** of Way Employees, Canadian National System Federation (Western Lines)

It is agreed that pipefitting and plumbing work will be distributed as follows:

Buildings North Bay	<b>B &amp; B</b>	Pipefitters
General Offices and Freight Shed	Hot & cold water lines, plumbing & water fountains	Steam & hot water head distributions systems
Stores Dept.	Hot & cold water lines, plumbing & water fountains	
Bus Garage	Hot & cold water lines, plumbing & water fountains	Steam heat distrib- ution system, air & gas piping
Yard Off ice	Hot & cold water lines, plumbing & water fountains	Steam heat distrib- ution system

North Bay Shops		
New car shop	All water fountains.	Steam heat distribution system. Hot water tanks. All hot & cold water lines other than washrooms & lunchrooms. Air, gas & oil lines. All fueling lines & standards. Water standards above ground.
Diesel shop	Also all plumbing in washrooms and lunchrooms. Drains & sewers. Water mains below ground.	
Wheel house		
Powerhouse		
Paint shop		
Coach tracks		
Rip tracks		
Timmins shop		
Cochrane		
Moosonee		
Rouyn shop		
Englehart		

Stations & railway owned bunkhouses	Hot and cold water lines, plumbing & water fountains. Low pressure steam (15 psi) & hot water heat distribution systems.	Nil
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Signed at North Bay, Ontario, this 6 day of May, 1975.

R.H. Rivers                      R.M. Adams

Randy C. Ollivier

Memorandum of Interpretation Between Ontario  
Northland **Railway** and the Brotherhood of Railway  
Carmen of United States and Canada, Covering the  
Application of **Rule 6** of this Wage Agreement to  
Employees Represented by the Brotherhood Railway  
Carmen of United States and Canada, Effective  
September **1, 1975**

It is agreed that **effective** September 1, 1975, the following interpretation of Rule 6 of Wage Agreement No. 16(12) will apply to employees represented by the Brotherhood of Railway Carmen of United States and Canada.

Rule 6

**6.1** In the event a work force is required to perform emergency or wrecking service away from the home terminal employees regularly **assigned** to work at a shop, engine house, repair track or inspection point, will be engaged in such service and paid in accordance with the following rules.

Emergency Service Assignments

**6.2** Emergency service is defined as a call of any duration which does not utilize an auxiliary wrecking outfit except as provided in Rule 6.11.

**6.3** Employees used in emergency service during their regular work hours will be paid from time of departure from home terminal until released upon return to home terminal. If called during overtime hours, they shall be considered to have been in emergency service from time called, except that an employee may be notified to report for a specific time, in which event he would be accorded one hour preparatory time. This exception means an employee may be notified to report during the day before the assignment is scheduled to commence.

**6.4** Employees returning from emergency service who commenced such service prior to the 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 five hours rest immediately prior to starting time of their regular assignment at their home location, shall be accorded a minimum of ~~five~~ hours rest with no loss of pay before being requested to report on ~~their~~ regular assignment at home location. Such five hours ~~shall commence~~ from the time the employees are released from service at their home location.

**6.5** employees will be called as nearly as possible one hour before departure from home terminal. Upon return to home terminal they will deliver tools at points designated.

**6.6** Employees called for emergency service shall be ~~paid~~ at straight time rates for all time working, ~~waiting~~ or travelling during those hours within their regular hours of duty as established at the home terminal, and time and one-half during overtime hours except as otherwise provided In Rule 2.2. Such employees relieve from duty for five hours or more between the hours of 9:00 p.m. and 7:00 a.m. will not be ~~paid~~ for such time, provided sleeping accommodation is ~~available~~ and provided they are not travelling ~~during~~ such five hours or more.

**6.7** Employees called during overtime hours for emergency service who report for work but not used, will be paid the equivalent of four hours at straight time rates.

**6.8** Employees called for emergency service who are thereby prevented from working their regular hours at ~~their~~ home terminal, shall be paid for a total of not less than the equivalent of eight hours at straight time rates for each regular work day. This rule shall ~~also~~ apply on rest days with the exception that, if held over on rest days and not required to work they shall be paid a ~~maximum~~ of eight hours at straight time rates for each rest day so held.

**6.9** Employees called for emergency service where meals and lodging are not provided, shall be allowed actual necessary expenses. Receipts to cover actual necessary expenses are not required, except when such expenses exceed \$1.25 per day.

**6.10** the methods of payment provided for In this Rule shall apply except as they may be affected by the application of the provisions governing service on general holidays.

#### Wrecking Service Assignments

**6.11** Wrecking Service is defined as a call of any duration requiring the use of an auxiliary wrecking outfit. A second or subsequent calls to a wreck to perform cleanup operations shall be considered wrecking service except that the 24 hours continuous service provision of Rule 6.16 shall not apply.

**6.12** Employees used In wrecking service during their regular work hours will be paid from time of departure from home terminal until release upon return to home terminal. If called during overtime hours they shall be considered to have been In wrecking service from time called except that an employee may be notified to report for a specific time, in which event he would be accorded one hour preparatory time. This exception means an employee may be notified to report during the day before the assignment is scheduled to commence.

**6.13** employees returning from wrecking service who commenced such service prior to the 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 five hours rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded a minimum of five hours rest with no loss of pay before being requested to report on their regular assignment at

home location. Such five hours shall commence from the time the employees are released from service at their home location,

**6.14** Employees in wrecking service will, upon return to home terminal, deliver tools at points designated.

**6.15** Except as provided in Rule 6.16 employees called for wrecking service shall be paid at straight time rates for all time working, waiting or travelling during those hours within their regular hours of duty as established at the home terminal, and time and one-half during overtime hours.

**6.16** Employees engaged in wrecking service, provided they are in such service for a continuous period of twenty-four hours, will be considered as in continuous service for the first twenty-four hour period for five hours or more, will not be paid for such time, provided sleeping accommodation is available and provided they are not travelling during such five hours or more. After the first 24-hour period, all employees shall be considered to have assigned hours of 8:00 a.m. to 4:00 pm.

**6.17** Employees called during overtime hours for wrecking service who report for work but not used, will be paid the equivalent of four hours at straight time rates.

**6.18** Employees called for wrecking service who are thereby prevented from working their regular hours at their home terminal, shall be paid for a total of not less than the equivalent of eight hours at straight time rates for each regular work day. This rule shall also apply on rest days with the exception that, if held over on rest days and not requested to work they shall be paid a maximum of eight hours at straight time rate for each rest day so held.

**6.19** Employees called for wrecking service where meals and lodging are not provided, shall be allowed actual necessary expenses. Receipts to cover actual necessary

expenses are not required except when such expenses exceed \$1.25 per day.

**6.20** The methods of payment provided for in this Rule shall apply except as they may be affected by the application of the provisions governing service on general holidays.



Memorandum of understanding between Brotherhood of Railway Carmen and Brotherhood of Maintenance of Way Employees on Ontario Northland Railway

It is agreed that fabricating, finishing, repairing and other work which may, at the discretion of the company, be assigned to the parties in its shop complex at North Bay, will be distributed in accordance with the guidelines contained in this document. It is clearly understood that nothing here will be interpreted as granting work jurisdiction to either or any of the Brotherhoods party hereto.

1. Generally, such work associated with rolling stock or furnishings for rolling stock, including steel boarding cars will be performed by the Car Department, and  
Generally, such work associated with buildings or furnishing and fixtures for buildings will be performed by the B & B Department.
2. furniture that required upholstering work will be repaired and refinished to completion by the Car Department,
3. The painting of highway vehicles and large motorized track machines will be done by the Car Department, however, B & B painters will continue to do touch up work on maintenance of way track machines and the painting of pay loaders.
4. Car Department employees will continue to refurbish the boat and the trains which the company has on display over the system.
5. Inspection and qualification of steel boarding cars for service will be performed by the Car Department.
6. The cutting of car stakes will be performed by the Car Department.
7. B & B painters will paint tools and equipment to be used in the shops or outside but not tools and

equipment that belong to the Car Department such as tool boxes, welding screens, welding carriages and work related signs.

8. The following is a list of items normally painted by B & B employees:

Buildings, ship shacks, oil shacks, outhouses, garbage boxes, work benches, cupboards, shelving, desks, chairs, filing cabinets, lockers.

Switch targets, switches, frogs

Tool boxes, power tool boxes, truck racks (except Car Dept.)

Fire extinguishers, fire box stations

Water barrels, waste drums, bridge barrels

Signs, portable signs, fencing

Switch boxes, electrical panels, battery stands.

Welding screens, portable wagons (except Car Dept.)

Portable partitions.

Hand and power tools, track tools

Motor cars, small track motors, track equipment.

Electric motors, pipes, valves

Chief Commanda life boats, life rafts

ONR Barge, boat oars, life jackets

9. In the event of a problem developing in the application of this understanding, the union and company representatives will meet and settle the issue.

Signed at North Bay, Ontario this 11<sup>th</sup> day of December, 1989

For Brotherhood of  
Maintenance of Way  
Employees:  
D. Locke  
R. F. Liberty  
For Ontario Northland  
and Railway

General Manager

For Brotherhood of Railway  
Carmen

Andre Bedard

January 8, 1986  
8000-56

Mr. J.M. Kearns,  
National President,  
Brotherhood of Railway Carmen  
of the U.S. and Canada  
1729 Bank Street, Room 306,  
Ottawa, Ontario  
K1V7Z5

Dear Mr. Kearns:

This has reference to our discussions with respect to the three demands served on the company by your organization on April 8, 1986.

With respect to demand no. 1 both parties agree that this matter be held in abeyance pending receipt of the actual certification order and "reasons for decision" to be issued by the Canada Labour Relations Board.

With regard to demands nos. 2 and 3 it is understood that for the period December 23, 1985 to December 31, 1986, except for a contemplated change at Timmins, carmen will be maintained as certified car inspectors at those locations where presently employed as such, i.e:

- North Bay, Ontario
- Englehart, Ontario (run through terminal - pull by inspections only)
- Timmins, Ontario
- Cochrane, Ontario
- Rouyn/Noranda, Quebec

The change contemplated at Timmins is to move all or part of the inspection function to Kidd.

It is further understood that these certified car inspectors will continue to perform the relate no. 1 air brake tests on freight trains as are presently being performed by them. this shall not be interpreted to prevent train crews from

performing such brake tests as they are presently performing, nor shall it restrict the company from discontinuing no. 1 brake tests on equipment at Englehart, where such tests are not required by regulation.

It is our understanding that the foregoing disposes of the three carmen demands.

If so, will you please concur in the space provided below.

Yours very truly,

P.A. Dymont  
General Manager

I Concur:

E.W. Tandy  
Brotherhood of Railway Carmen