

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**THE UNITED TRANSPORTATION UNION  
LOCALS NOS. 1778 & 1923  
(hereinafter called the “Union”)**

**Representing  
Road Train Conductors, Trainmen, Brakemen,  
Train Baggage-men, Yardmen, Switch  
Tenders and Yardmasters**

**JULY 23, 2007 TO JULY 22, 2010**

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## **PREAMBLE**

This Agreement is effective the Twenty-third day of July, AD 2007, except as otherwise provided, and supersedes all previous agreements, rulings, or interpretations, which are in conflict therewith.

## **GENDER NEUTRAL TERMS**

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

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

## **TERM OF AGREEMENT:**

Except as otherwise provided herein, this Agreement shall be in full force and effect from the twenty-third day of July AD 2007 until the twenty-second day of July AD 2010 and shall remain in full force and effect from year to year thereafter PROVIDED THAT either Party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the twenty-second day of July AD 2010 or immediately preceding any succeeding twenty-second day of July thereafter, by written notice to the other Party:

- (a) require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement;
- (b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid; or
- (c) terminate the Agreement on the next succeeding anniversary date thereof. Except where an article indicates its effective date, all revisions from the previous Agreement and all new rules will become effective from the 23rd day of July AD 2007.

Should either Party give written notice to the other Party pursuant to subsection (a) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Railway shall give notice of lock out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

## **TERMS:**

- (i) The term "Trainman" as used in this Agreement shall be understood to include Conductor, Baggage man and Brakeman.
- (ii) The term "Yardman" shall be understood to include Yard Foreman and Helper.
- (iii) The term "Employee" shall be understood to include both Trainmen and Yardmen.

**ARTICLE 101**

**EMPLOYEE STATUS**

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

**ARTICLE 102**

**CONSTRUCTION TRAINS ON CONSTRUCTION TRACK OUTSIDE YARD LIMITS**

**A) CONSTRUCTION TRAINS**

- (i) Construction trains, whether the work is being done by the Railway or by the contractor will be manned by BC Rail Ltd. trainmen. Construction trains are defined as trains working in construction territory. Construction territory is understood to be track not yet approved by the Ministry of Transportation and Highways for the operations of regular trains.
- (ii) Trainmen assigned to construction train service and held in that service will be paid from the time they come on duty until tied up, and will be paid not less than eight (8) hours for every working day so held, not including overtime lapping from previous day. Eight (8) hours or less to constitute one day, overtime after eight (8) hours at one and one half the straight time rate.

**RATES OF PAY IN CONSTRUCTION TRAIN SERVICE  
PER DAY OF 8 HOURS**

	<b>July 23, 2007</b>	<b>July 23, 2008</b>	<b>July 23, 2009</b>
<b>Conductor:</b>			
Per day	\$215.41	\$221.87	\$228.52
Per Hour S.T. for 8 hrs	\$26.93	\$27.73	\$28.57
Per Hour O.T. after 8 hrs	\$40.39	\$41.60	\$42.85
<b>Brakeman:</b>			
Per day	\$195.12	\$200.97	\$207.00
Per Hour S.T. for 8 hrs	\$24.39	\$25.21	\$25.88
Per Hour O.T. after 8 hrs	\$36.58	\$37.68	\$38.81

- (iii) A construction train crew will consist of not less than one (1) Conductor and one (1) Brakeman.
- (iv) Assigned construction trains will not be used for switching of cars in an operating yard when such switching is not incidental to the work being performed by the construction train.

- (v) Trainmen assigned to construction trains will not be considered absent from duty from the time work is through Saturday night until usual starting hour Monday morning, unless notified, in writing, before they are tied up Saturday night that they will be required. If so notified and not used, they will be paid not less than one day's pay at construction train rates for each day so held and not used.

**Note:** The provisions of paragraph (v) will not apply when the construction train is working on Sunday to accumulate time off and when such accumulation of time is being taken off without pay.

- (vi) Crews assigned to construction train service may be laid up at intermediate points at the end of their day's work when necessary to do so.

- (vii) Regular starting time will be advertised in the bulletin calling for construction trains and will apply when the construction train is tied up at any point. To meet construction contingencies, starting time may be changed by three (3) hours providing that the crew is notified the day before on completion of shift. When not so notified, the bulletined starting time will apply. In cases of emergency, this understanding does not apply.

- (viii) There will be no change in the rate of pay or conditions for trainmen in construction train service who handle revenue traffic in conjunction with such construction train service.

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

The foregoing is intended to provide for the occasional handling of revenue traffic as required. It does not permit the handling of revenue traffic on a regularly scheduled basis.

**Note 1:** Self-propelled equipment shall not be used in handling of revenue loads.

### **ARTICLE 103 DETOURING**

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

**ARTICLE 104**  
**ADMINISTRATION OF AGREEMENT -**  
**GRIEVANCE PROCEDURE**

- (a) Nothing in this Agreement prevents the addition, deletion or revision of any provision thereof during the term of the Agreement and the representatives of the Railway and of the employees shall meet at the request of either party for that purpose. If mutual agreement cannot be reached on any addition, deletion or revision of any particular provision, consideration of the proposed change in the provision shall be deferred for the term of the Collective Agreement.
  
- (b) Any question of interpretation of this Agreement which may arise may be taken up by the General Chairman or Acting General Chairman, with the Vice-President, Rail Operations, or his representative, and if not satisfactorily adjusted may be progressed further as provided for in the grievance procedure.
  
- (c) In this agreement, unless the context otherwise requires, "grievance" means:
  - (i) Any dispute or difference between the employer and the Union concerning the dismissal of an employee, bound by the Agreement, and
  
  - (ii) Any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable.
  
  - (iii) "Party" means a party to the Agreement.

**GRIEVANCE PROCEDURE**

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

**Step 1:**

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

**Note:** At any time after Step 1 of the Grievance Procedure and before Final Settlement of Disputes the provision for a third party recommendation to resolve any difference between the parties may be implemented as follows:

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. John Kinzie and Mr. David McPhillips or a substitute agreed to by the parties, shall at the request of either party on a rotation basis;

- (a) investigate the difference;
  
- (b) define the issue in the difference; and

- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

**STEP 2:**

Within thirty (30) calendar days of receiving the decision under Step 1, the General Chairman may appeal the decision in writing to the Vice-President, Rail Operations, or his representative, who will give a decision in writing as soon as possible but in any case within thirty (30) calendar days of receipt of grievance.

**GENERAL**

- (i) Any grievance not progressed within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal.
- (ii) Where a decision is not rendered by the appropriate Officer of the Railway within the prescribed time limit, the grievance may be progressed to the next step in the Grievance Procedure.
- (iii) When the grievance involves a claim for wages, and a decision by the appropriate Officer of the Railway is not rendered within thirty (30) days from date of appeal, the claim will be considered to have been settled on the basis of its submission.
- (iv) The settlement of a grievance shall not, under any circumstances, involve retroactive pay beyond a period of ninety (90) calendar days prior to the date such grievance was submitted at Step 1 of the Grievance Procedure.
- (v) A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal on behalf of an employee, that he has been unjustly disciplined or discharged, and which is not settled at Step 2 of the Grievance Procedure, may be referred by either party for final and binding settlement as provided in "Final Settlement of Disputes".
- (vi) A request for arbitration must be made within sixty (60) calendar days following the decision rendered by the Vice-President, Rail Operations, or his representative, by filing notice thereof according to paragraph (1) (i) under "Final Settlement of Disputes".
- (vii) The time limits specified in this Article will be extended for thirty (30) days at the request of either party, or for such period as may be mutually agreed upon.

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

- (1) If any grievance arises under this Agreement, it shall be finally and conclusively settled as follows:
  - (i) The grievance shall be set out in writing by the party wishing to resort to this procedure, and delivered to the other party. The parties shall confer forthwith, and if agreement is reached then decision shall be final.
  - (ii) Should the grievance remain unsettled for a period of fifteen (15) calendar days from the date of its written submission by one party to the other, or for such longer time as the parties may agree to, then it shall be referred to the Arbitrator for final settlement without stoppage of work.

- (2) There shall be established in the Province of British Columbia a qualified permanent Arbitrator, for final and binding determination of disputes without stoppage of work.
- (3) The parties shall endeavour to agree to the name of an Arbitrator. If agreement is not reached by the parties, the selection shall be made by the Minister of Skills, Training and Labour for British Columbia.
- (4) The Arbitrator shall be appointed for a term of one (1) year and may be reappointed for an additional term or terms of one (1) year as the parties may decide.
- (5) When an Arbitrator has been selected he can only be replaced before the expiration of his term of office by mutual agreement of the parties.
- (6) The cost of the Arbitrator to be borne by both Parties equally.
- (7) Expedited resolution of disputes arising from the Cabooseless Conductor Only (CCO) Award will be resolved as follows:
  - (i) In the event a dispute arises out of the CCO Award either party may submit the dispute to V. Ready or C. Taylor, Q.C. within five days of the issue arising.
  - (ii) The arbitrator shall determine his own procedure including requiring when deemed appropriate written submissions.
  - (iii) The arbitrator shall convene a telephone conference call with the parties, identify the issue in dispute and give directions as to procedure.
  - (iv) If a hearing is deemed necessary by the arbitrator it shall be heard in an expedited format.
  - (v) The arbitrator may in his discretion attempt to mediate the dispute.
  - (vi) The arbitrator's decision shall be final and binding.

**ARTICLE 105**  
**TIME LIMIT ON CLAIMS**

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

**ARTICLE 106**  
**SHORTAGES AND OVERPAYMENTS**

- (a) For shortage of fifty dollars (\$50.00) or more, time cheque will be issued. Shortage of less than fifty dollars (\$50.00) will be paid on next payroll.
- (b) Overpayments of fifty dollars (\$50.00) or less, will be deducted on next adequate payroll.
- (c) Overpayments of more than fifty dollars (\$50.00) will be deducted at not more than fifty dollars (\$50.00) per pay period.
- (d) Copies of wage correction slips will be forwarded, weekly, to the Local Chairman concerned where time returns have been adjusted through interpretation of the Collective Agreement.

**ARTICLE 107**  
**INVESTIGATIONS, AND ATTENDING COURT, DISCIPLINE, WRITTEN REPRIMANDS**  
**AND/OR WARNING LETTERS, PAYMENT FOR REQUIRED MEDICAL EXAMINATIONS AND**  
**REQUIRED ATTENDANCE AT INSTRUCTIONAL PROGRAMS, AND PERIODIC RULES**  
**EXAMINATIONS**

**(A) INVESTIGATIONS AND ATTENDING COURT**

- (i) Employee held for Railway's investigations or on Railway business on the order of the proper Officer, or held off duty by order of the Railway to attend court or coroner's inquest on a legal case in which the Railway is involved, or subpoenaed by the Crown in such case, will be furnished with necessary transportation and paid as under:
- (ii) Employee in assigned service will be paid for actual time lost; when no time is lost, pay will be allowed hour for hour for first eight (8) hours in each 24 hours so held, computed from the time required to report or to deadhead, on basis of 1/8 of daily rate applicable to service in which usually engaged.
- (iii) Employee in unassigned service, or on spare board, will be allowed pay hour for hour for first eight (8) hours in each 24 hours so held, computed from time required to report or to deadhead on basis of 1/8 of the daily rate applicable to service in which usually engaged, and if he loses his turn pay will be allowed for full day of eight (8) hours or actual time lost when such time can be clearly determined.
- (iv) Investigations as contemplated in Section C below will be held at the location where the employee being investigated normally reports for duty, unless otherwise mutually agreed between the union and the company. However, when the investigation is held at other than the normal reporting location, actual reasonable expenses will be allowed when away from home terminal.
- (v) In application of this Article no allowance will be made for deadheading. Any court witness fees will be assigned to the Railway.
- (vi) The minimum daily payment under paragraphs (ii) and (iii) above shall be four (4) hours. Should the time payable under (ii) and (iii) be in excess of four (4) hours the minimum payment shall be eight (8) hours.

## **(B) DISCIPLINE**

- (i) When a hearing is to be held, each employee whose presence is desired will be notified as to the time, place and subject matter. The hearing must be scheduled to be held within thirty (30) days following the completion of the investigation except that the time will be extended for a further thirty (30) days at the request of either party and beyond that if mutually agreed.
- (ii) An employee, if he so desires, may have an accredited representative of the Union assist him, who will be accorded the privilege of requesting the presiding Officer to ask, for the record, questions which have a bearing on the responsibility of the employee. At an investigation the investigating company officer or the employees shall have the right to record, at their own expense, the investigation proceedings. This provision will not be used to delay or postpone the investigation proceedings. The employee will acknowledge receipt and be given a copy of it.
- (iii) The employee and/or representative shall have the right to be present during examination of any witness whose evidence may have a bearing on the employee's responsibility, or to be accorded the right to read the evidence of such witness and offer rebuttal thereto. The employee and/or representative will be permitted to cross-examine any witness whose evidence is used by the Railway in a hearing.
- (iv) An employee will not be disciplined or dismissed until a fair and impartial hearing has been held and until the employee's responsibility is established by assessing the evidence produced and no employee will be required to assume this responsibility in his statement or statements. A hearing shall be held and the employee advised in writing of the decision within fifteen (15) daytime from the time the report is rendered, except as otherwise mutually agreed.
- (v) When Canada Post is used, postmark will determine date of advice to employee.
- (vi) An employee is not to be held off unnecessarily. Layover time will be used as far as practicable. An employee who is found blameless or an employee called by the Railway as a witness, will be reimbursed for time lost, in accordance with Part (a) of this Article.
- (vii) If the employee should desire to make an appeal from the decision rendered, it must be instituted at division level within thirty (30) days from his receipt of the decision.
- (viii) When an employee is dismissed or resigns, he shall within five (5) days be paid, and as soon as possible on request be given certificate of service.
- (ix) No employee will be fined.

## **(C) WRITTEN REPRIMANDS AND/OR WARNING LETTERS**

Employees will receive a copy of any written reprimands or warning letters placed on their file.

Written reprimands and/or warning letters will be removed from employees' personal file after a period of two (2) years from date of issue.

Employees giving advance notice will have their personal files made available to them for review at the Railway's head offices.

**(D) PAYMENT FOR REQUIRED MEDICAL EXAMINATIONS AND REQUIRED ATTENDANCE AT INSTRUCTIONAL PROGRAMS**

- (1) Employees who are required by the Railway to be medically examined will be paid two (2) hours at the pro rata rate of the service the employee last performed. This applies to off-duty hours.
- (2) All medical examinations and travel costs related thereto will be paid by the Railway when the employee is required by the Railway to undergo a medical examination.
- (3) Employees who are required by the Railway to attend instructional programs will be paid actual time with a minimum of two (2) hours at the pro rata rate of the service the employee last performed. This applies to off-duty hours.

**(E) PERIODIC RULES EXAMINATIONS**

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

- (i) An employee required to take a periodic "B" or lower-class rules examination will be paid a minimum day at the brakeman's road rate of pay.(ii) An employee required to take a periodic "A" rules examination will be paid a minimum day at the road conductor's rate of pay.
- (iii) An employee who is required to take a "home study" rules refresher will be paid a minimum day at the Road Conductor's rate of pay.
- (iv) Payment will not be made to an employee directed to take a rules examination or home study as disciplinary measure, nor will an employee be paid for taking a rules examination or home study which he fails to pass to the satisfaction of the Rule Examiner.
- (v) Payment will not be made for examinations taken when entering the service.

**ARTICLE 108  
SENIORITY AND PROMOTION**

- (a) Seniority and promotion shall be from the trainmen's seniority list and will include joint rights to both road and yard services.
- (b) The Railway will prepare a seniority list. An employee will have access at all time to such list, which will be posted in a conspicuous place at terminal registering points. Such list will be compiled and posted each year on January 1st and July 1st and will contain a list of all employees and their seniority standing.
- (c) An employee whose standing is incorrectly shown must protest to the Crew Supervisor, in writing within ninety (90) days of the date of posting, except that an employee absent on leave or through illness may enter his protest within ninety (90) days after returning to service. If protest is not received within the prescribed time, as above stated, no action will be taken. Where a protest involving seniority standing is not satisfactorily settled by the Crew Supervisor, the employee may turn the matter over to the Local Chairman to be progressed.

- (d) A new employee shall not be regarded as permanent until completion of the training program specified in Article 120B of the Collective Agreement. In addition, there will be a probationary period of forty-five (45) tours thereafter and if retained shall then rank on the seniority roster from the date and time he commenced his first pay trip. In the meantime, unless removed for cause, which, in the opinion of the Railway renders him undesirable for its service, the employee shall be regarded as coming within the terms of this Agreement.

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

In the application of this clause, on a prolonged tour of duty, each twenty-four (24) hour period, or less, shall be treated as a separate "tour of duty".

- (e) Promotion will be governed by merit and ability. An employee promoted will be placed on the Conductor's seniority list in accordance with his seniority standing as an employee.
- (f) Notwithstanding the provisions of Article 120A, all new employees hired subsequent to Phase I implementation of Cabooseless Conductor Only operations will be required to qualify as a Conductor as prescribed by Article 120B of the Collective Agreement.

**ARTICLE 109**  
**LEAVE OF ABSENCE AND**  
**BEREAVEMENT LEAVE**

- (a) The General Chairman and the Local Chairman of Locals Nos. 1923 and 1778 or their representatives will be granted free transportation in accordance with standard regulations of the Railway and leave of absence when required for Union work; notice must be given to the proper Officer of the Railway in sufficient time to arrange relief.

Legislative Representatives (one from each Local) will be accorded the same privilege.

The names of the Legislative Representatives will be supplied to the Manager, Operations.

Either the Secretary/Treasurer or the Vice Local Chairman of Locals 1778 & 1923 will be allowed a leave of absence for Union business provided eight (8) hours notice of such leave is given to the crew office.

- (b) Employees, at the discretion of the Railway, will be granted leave of absence, not to exceed three (3) months; permission to be obtained in writing. Such leave may be extended by application in writing to the proper Officer of the Railway in ample time to receive permission or return to duty at the expiration of leave of absence, or proof furnished as to bona fide sickness preventing such return. The General Chairman will be provided with a copy of the request for leave of absence if such request is for a period exceeding thirty (30) days. This leave shall include Union educational leave.
- (c) Leave of absence under this Article shall not be granted for the purpose of engaging in work outside the Railway's service, except in cases involving sickness or other exceptional circumstances when approved by the Manager, Operations, and the Local Chairman. Leave of absence under this Article shall be granted to any employee elected or appointed to any Civic, Provincial or Federal Government position on the request of the General Chairman.
- (d) An employee on authorized leave of absence shall be continued on the seniority list.

- (e) Employees who have been laid off due to reduction of staff will receive fifteen (15) days notice by registered mail when being recalled for service, provided other employees are available. Otherwise they will return to actual service when recalled. Employees who do not return to actual service within fifteen (15) days of the date of notice will be considered to have resigned and their records closed accordingly except that in exceptional circumstances, local arrangements may be made between the Manager, Operations and the Local Chairman to extend the fifteen (15) day period.
- (f) An employee who has been five (5) years in the Railway's service may be granted leave of absence for one (1) year and retain his seniority rights.
- (g) An employee accepting a position with the United Transportation Union will have his seniority protected and his name shown on the seniority roster with proper standing and date.

Any employee accepting an official position with the Railway, their number will cease to advance on the seniority roster beginning at the time the employee accepts a full-time position with the Railway performing work other than that which is covered by the Collective Agreement.

In returning to train service the employee's number on the seniority roster will again begin to advance after ninety (90) days of performing the work covered by the Collective Agreement.

Should the employee at any time cease to pay the U.T.U. (T) dues, his name will be removed from the seniority roster, and his standing will no longer be protected at the frozen level.

It is understood that the employee accepting an official position with the Railway will enjoy full U.T.U. privileges provided he is a member of the U.T.U.

**Note:** Any employee who does not wish to continue as an official will have six (6) months from the date of signing of this Agreement to return to train service. If an employee elects to remain as an official, his seniority will cease to advance from the date of signing of the Agreement, and thereafter will be governed by the above clause.

## **BEREAVEMENT LEAVE**

- (h) An employee shall after having completed forty-five (45) tours of duty be entitled to a leave of absence with pay up to a maximum of three (3) calendar days upon the death of member of his immediate family. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons and daughters (includes adopted), sisters, brothers, mother-in-law, father-in-law, common law spouse, common law children, grandchildren, common law family to apply to above, son-in-law, daughter-in-law, grandparents, step-parents and step-children. Notwithstanding the above, in the event of the death of an employee's spouse and/or dependent children the employee will be entitled to five (5) days bereavement leave without loss of pay effective January 1, 1994. Effective January 1, 1995 this entitlement for spousal and dependent children bereavement leave will increase to seven (7) days.

**Note:** Payment for each day shall be a minimum day's pay at the rate applicable to the class of service in which regularly employed.

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

## **ARTICLE 110 VISUAL ACUITY, PHYSICAL AND HEARING TESTS**

- (a) An employee taken out of service on account of imperfection of sight or hearing will have an opportunity for re-examination within a reasonable time limit before an eye or ear specialist satisfactory to both parties, and if the specialist finds his sight or hearing to be within the requirements of the Railway he will be reinstated and paid for the time lost, plus reasonable actual expenses.

Similar procedure to govern in instances where an employee is taken out of service on account of physical disability.

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

## **ARTICLE 111 HOUSEHOLD GOODS**

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

Where the movement of household goods involves a house trailer, a suitable system railway car and idler, if required, will be provided in lieu of a box car and will be transported free of charge.

When necessary to obtain foreign equipment, total per diem costs to be borne by the employee except that when foreign equipment is used at Railroad convenience, per diem charge will be borne by the Railway. Blocking, loading and unloading arrangements and charges to be the responsibility of the employee.

**ARTICLE 112  
TRANSPORTATION**

- (a) Employee traveling on Railway business will be supplied transportation.
- (b) Employee, upon request, will be furnished with transportation when relief and service will permit.

**ARTICLE 113  
UNIFORMS - SAFETY CLOTHING AND  
FOOTWEAR ALLOWANCE**

- (a) Should the Railway require trainmen manning passenger and mixed trains to wear a uniform, said uniform shall be supplied by the Railway at no cost to the trainman.
- (b) A trainman will be required to keep his uniform in a neat and tidy condition. The Railway will reimburse trainmen for one cleaning every two weeks, on submission to the Manager, Operations, of an expense account together with receipted bill stating the amount expended and marked "uniform cleaning".
- (c) Employees who perform compensated service in November or December of any year shall be allowed one hundred and fifty dollars (\$150.00) in lieu of safety clothing and footwear. This also applies to employees on WI or W.C.B. This allowance shall be paid in the first pay period of February each year. A separate cheque will be issued for this amount.
- (d) The Railway and the Union agree that employees who are issued with clothing and safety wear by the Company should take reasonable care of such clothing and safety wear. The Railway and the Union agree that there should be procedures in place to ensure that employees are exercising such care.

**ARTICLE 114  
ELECTRIC LANTERNS**

- (a) Each employee must provide himself with a white electric lantern. The electric lantern, bulbs and battery must be of a standard prescribed by the Railway and the lantern must be equipped with not less than two (2) white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
- (b) Each employee will be furnished with a white electric lantern by the Railway upon signing a payroll deduction order for actual cost of the lantern, not including cost of bulbs and battery. Deduction will be made from his pay cheque on current payroll.
- (c) When an employee leaves the service of the Railway, whether voluntarily, dismissed or by death, the lantern if in satisfactory condition, may be returned to the Railway whereupon the amount of deposit, made when lantern was issued, shall be refunded to the employee, or his estate.
- (d) Replacement of lantern issued by the Railway will be made without cost to the employee under the following conditions:
  - (i) When worn out or damaged in performance of Railway service, upon return of the lantern;

- (ii) When stolen while employee is on the premises of the Railway, without neglect on the part of the employee;
  - (iii) When destroyed in the performance of duty.
- (e) The Railway will maintain at convenient locations, a supply of bulbs and batteries, to be drawn as required upon presentation of those worn out or broken, without cost to the employee.
- (f) In the event that due to conditions beyond the control of the Railway it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Railway shall thereby be relieved of compliance with this provision to the extent that such inability makes it impossible to comply herewith.

## **ARTICLE 115**

### **GROUP INSURANCE PLANS**

#### **(1) GENERAL ADMINISTRATION**

- (a) The Union will be provided copies of the insurance plans and forms used by the various insurance companies as the plans and forms are issued and updated from time to time by the insurance carriers. The Railway will provide all unionized employees with a comprehensive booklet on the insurance plans in effect.
- (b) At the request of the Union, the Railway agrees to meet on a quarterly basis with representatives of the Union to discuss the administration of the various insurance plans. No less frequently than twice per annum, the Railway will arrange a meeting between the Railway, the Union and the insurance carriers to discuss the administration of the various insurance plans.

#### **(2) JOINT ADVISORY COMMITTEE**

- (a) There shall be a Joint Advisory Committee established to consider and make ongoing recommendations on all matters related to the effective administration of the group insurance plans applicable to unionized employees. The Committee shall consist of two representatives appointed by the Railway and two representatives of the Union.
- (b) The Committee will be responsible for the periodic review of the insurance policies with a view to presenting proposals for change to the Railway or, through the Railway, to the insurance carrier involved.
- (c) The Railway retains the right to place the various group insurance plans for bid from time to time, when it is anticipated that a change in carriers would result in lower costs and/or improved administration. The Railway will advise the Joint Advisory Committee of its intention to place an insurance plan for bid, and will report its reasons for selecting or retaining an insurance carrier to the Joint Advisory Committee.

#### **(3) PROCESSING OF WEEKLY INDEMNITY CLAIMS**

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

- (b) Under normal circumstances, claims for weekly indemnity benefits will be processed by the Railway to the insurance carrier without delay and the Railway will urge the insurance carrier to do all that is possible to avoid periods when an employee is either without pay or WI benefits.
- (c) When an employee is asked by the Railway and/or the insurance carrier for medical substantiation for a WI claim, the union concerned will be provided with a copy of the request to the employee. In the request, the employee will be advised of the date on which benefits will be suspended if documentation is not received.
- (d) At the request of the appropriate union representative, details of the claim will be provided verbally by the Compensation & Benefits Department provided that where medical documentation is involved, the employee has given the appropriate release of information.
- (e) The union and employee concerned will be advised in a timely manner when the insurance carrier is about to take action to cut off an employee from WI benefits.

#### **(4) WEEKLY INDEMNITY CLAIMS DISPUTES**

- (a) At the request of any of the official representatives of the Union, a dispute over whether a WI claim will be paid based on a contention respecting medical evidence will be considered by the Joint Advisory Committee described in this Article. The employee concerned will be requested to sign a waiver allowing Committee members access to his medical documentation. All available information respecting a claim will be considered by the Committee on a strictly confidential basis and Committee deliberations will not be disclosed outside the committee. Following discussions, the Committee will provide the insurance carrier, the Railway, the employee and the appropriate union with a non-binding recommendation as to how the WI claim should be dealt with.
- (b) If the Committee cannot come to agreement and there is a dispute over the medical evidence relating to the disability, the issue may be referred to an independent medical practitioner acceptable to all the committee members. If the Committee members cannot agree on the independent medical practitioner, the College of Physicians and Surgeons will be requested to do so.
- (c) The medical opinion by the independent medical practitioner will be final and binding on the Railway and the Council and the matter will not be subject to the Grievance and Arbitration Procedure.
- (d) The Railway and the Union will take all reasonable steps to ensure that any requests for independent medical opinions are dealt with and finalized without delay.

#### **(5) TERMINATION OF EMPLOYMENT**

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

**ARTICLE 116**  
**ANNUAL VACATION WITH PAY**

(a) Annual vacation with pay shall be as follows:

- (i) An employee who at the beginning of the calendar year is not qualified for vacation under paragraph (ii) will be allowed on calendar day's vacation for each 26 days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph (ii).
- (ii) Subject to the provisions of paragraph (iii), an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months, calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph (v).
- (iii) An employee covered by paragraph (ii) will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they have rendered compensated service in 40 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph (i). Any vacation granted from which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to their next vacation, the adjustment will be at time of leaving.
- (iv) Subject to the provisions of paragraph (v), an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and who has rendered compensated service in 90 calendar months, calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph (vii).
- (v) An employee covered by paragraph (iv) will be entitled to vacation on the basis outlined therein if on their tenth or subsequent service anniversary date they have rendered compensated service in 100 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph (ii). Any vacation granted from which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.

- (vi) Subject to the provisions of paragraph (vii), an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and who has rendered compensated service in 190 calendar months, calculated from date of entering service, shall have their vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph (viii).
  - (vii) An employee covered by paragraph (vi) will be entitled to vacation on the basis outlined therein if on their twentieth or subsequent service anniversary date they rendered compensated service in 200 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph (iv). 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's employment relationship with the Company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.
  - (viii) Subject to the provisions of paragraphs (ix) and (x), an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and who has rendered compensated service in 280 calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 8 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.
  - (ix) An employee covered by paragraph (viii) will be entitled to vacation on the basis outlined therein if on their twenty-ninth or subsequent service anniversary date they have rendered compensated service in 290 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph (vi). 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's employment relationship with the Company is terminated for any reason prior to their next vacation, the adjustment will be made at time of leaving.
  - (x) In the application of paragraph (viii), the Company will have the option of:
    - (a) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
    - (b) splitting the vacation on the basis of five weeks and one week.
- (b) A calendar year means a period of one (1) year commencing on January 1<sup>st</sup>.
- (c) Vacation pay due for services rendered will be calculated on the basis of gross wages in the calendar year immediately preceding the year in which vacation is taken.

- (d) In addition to the provisions of Clause (c) and providing proof of receipt is produced, an employee who is absent by reason of accident or sickness for a period exceeding forty-five (45) days in any calendar year and for which he receives compensation from the Workers' Compensation Board or Weekly Indemnity (includes U.I.C. Sickness Benefits) will have the total amount of such compensation added to his gross wages for that year only, and the appropriate percentage calculated thereon to determine the amount of vacation pay due. Proof of receipt along with a request to have the amount(s) included in vacation pay calculation must be submitted to the Crew Supervisor five (5) weeks prior to the commencement of vacation. This Clause (e) will only apply to the calendar year in which the injury or sickness occurs.
- (e) In computing service under Clause (a) of this Article, time worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.
- (f) An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the date of termination of his service, calculated as provided for in Clause (a) of this Article.
- (g) The word "service" in this Article means continuous employee relationship; leave of absence or other reasons when seniority is unimpaired will not be deducted EXCEPT that an employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two (2) years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per this Article.
- (h) In the event of the death of an employee, vacation pay to which he is entitled to up to the time of his death, will be paid to the estate of the deceased.
- (i) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request, on two (2) weeks' notice, vacation pay due him at anytime during the ensuing year prior to being recalled to service.
- (j) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- (k) Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 31st of each year, such preference shall not be granted where applications have been filed after January 31st. Employees must take their vacation at the time allotted, unless otherwise mutually agreed. Those who do not apply for it prior to February 1st shall be required to take their vacation at a time prescribed by the Railway.

**Note:** Employees entitled to two (2) weeks' vacation must take such vacation in a continuous period. An employee entitled to three (3), four (4), five (5), or six (6) vacation may, provided proper application is made prior to January 31st, and there is no additional expense to the Railway, take his vacation in two (2) portions, neither of which will be less than one (1) week. An employee taking his vacation in two (2) portions will only be allowed his seniority preference on the first portion. When all men on the seniority list have been granted one (1) choice, then the second portion will be granted in order of seniority.

- (l) An employee must take any vacation with pay, which may be due him prior to his retirement from the service.

- (m) An employee who is displaced at the station at which employed necessitating exercising his seniority at another station, may be permitted to take annual vacation to which entitled prior to exercising his seniority at another station.
- (n) An employee off duty on account of illness or injury, if he so desires, may count as vacation with pay the portion of the time absent equivalent to the vacation period for which he has qualified providing the time off duty on account of illness or injury is in excess of twice the vacation period. (Applicable to an employee on Workers' Compensation, not applicable to an employee receiving Weekly Indemnity payments under employees benefit plan).
- (o) An employee suspended, or dismissed, but reinstated within two (2) years, will have the time out of service deducted in computing service for vacation with pay purposes.

#### **ARTICLE 117**

##### **MEALS**

Trainmen on freight train will be given reasonable time for meals between terminals on advising Train Dispatcher one (1) hour in advance.

Trainmen working trains No. 1 or No. 2 will be permitted to order meals from the Budd car attendant at a price of one dollar and eighty-eight cents (\$1.88) per meal. This amount represents one-half of the minimum regular price.

This shall also apply to trainmen deadheading at the instance of the Railway and trainmen must render to the Budd car attendant the message of instruction for him to deadhead.

Trainmen in work train service will be given opportunity for meals at reasonable hours, and reasonable provision will be made for trainmen on work trains to obtain meals.

Trainmen working for a Contractor will be provided meals, the cost for such meals to be borne by the Contractor.

#### **ARTICLE 118**

##### **SEATS ON LOCOMOTIVES**

Should a trainman be required to ride a locomotive he shall be supplied with a comfortable and adequate standard seat and a padded arm rest at window level. When practicable the seat shall be situated so as to give the trainman a clear view of the train.

#### **ARTICLE 119**

##### **ACCOMMODATION**

**TRAINMAN WILL BE FURNISHED SUITABLE LIVING ACCOMMODATION AWAY FROM HOME TERMINAL WITHOUT COST TO THE TRAINMEN.**

A trainman, who is temporarily working at a terminal, which is not the terminal where his residence is established, will be provided accommodation within the limits of existing facilities. For each day accommodation is provided, the trainman availing himself thereof will be assessed not more than one dollar (\$1.00).

The Railway will agree to meeting with the Union's Committee to discuss requirements for accommodation.

**ARTICLE 120  
CREW CONSIST**

- (a) Unless otherwise provided in this agreement, a train crew will consist of not less than a Conductor in all classes of service.
- (b) Wherever there exists a conflict between those clauses of the Collective Agreement which govern the operation of Caboosless Conductor Only trains and those clauses which govern the operation of trains other than Caboosless Conductor Only trains, the clauses governing Caboosless Conductor Only trains shall take precedence.

**ARTICLE 120A  
EXPERIENCED MEN**

**(Non-Caboosless Conductor Only)**

- (1) (a) One brakeman on each train must be competent and have had at least forty-five (45) tours as a Brakeman.
- (b) A Conductor will not be compelled to take out a brakeman, who is found to be incompetent more than one round trip unless his incompetence is disproved.
- (c) Objections or charges made against any Brakeman shall be in writing and must state clearly and fully the reasons for filing such objections or charges.

**(2) REDUCED CREWS**

- (a) A new employee with no experience as a trainman must have a minimum of sixty (60) tours of duty in road and/or yard service on CN Rail prior to working a reduced crew.
- (b) Former BC Rail Ltd. employees who have completed sixty (60) tours of duty as trainmen within five (5) years prior to their date of hire shall take three(3) familiarization tours of duty in road service prior to working a reduced crew.
- (c) Former employees of other railroads who have completed sixty (60) tours of duty as trainmen on these railroads and former BC Rail Ltd. employees who have completed sixty (60) tours of duty as trainmen beyond five (5) years prior to their date of hire shall take ten (10) familiarization tours of duty in road service prior to working a reduced crew.
- (d) During the familiarization tours of duty specified in (b) and (c) above, the new employee will be assigned the full duties and responsibilities of a trainman under the observation of the experienced trainman who would normally work in that position.
- (e) The Railway will provide the United Transportation Union with documentation to substantiate that the employees referred to in (b) and (c) above have worked sixty (60) tours of duty as trainmen.
- (f) During qualifying trips as specified herein, the new employee will be paid at the rate of \$21.59 per hour in all services.
- (g) A familiarization tour of duty shall be a complete trip up (or down) and back to the home terminal during which time the new employee will work with a crew up and back.

- (h) On arrival at terminals, the new employee is covered by the provision of Article 122(a) of the Collective Agreement (Rest). The new employee will remain with his originating crew.

**ARTICLE 120B  
EXPERIENCED MEN**

**(Cabooseless Conductor Only)**

An individual commencing a conductor's training program will be required to qualify as a conductor within six (6) months after commencing the program.

During the training program trainees will attend required classroom instruction, and make the required number of yard and road tours of duty as scheduled. Upon completion of the training program, the trainee must also pass required examinations.

- (i) An individual with no experience as a trainman must complete a minimum of sixty (60) tours of duty as a conductor trainee on CN Rail prior to working as a conductor.
- (ii) Former BC Rail Ltd. employees and former employees of other railroads who have completed sixty (60) tours of duty as trainman within five (5) years prior to their date of hire must complete a minimum of twenty (20) tours of duty as a conductor trainee on CN Rail prior to working as a conductor.
- (iii) Former BC Rail Ltd. employees and former employees of other railroads who have completed sixty (60) tours of duty as trainman beyond five (5) years prior to their date of hire must complete a minimum of forty (40) tours of duty as a conductor trainee on CN Rail prior to working as a conductor.
- (iv) During the tours of duty specified in (i), (ii) and (iii) above, the trainee will be assigned the full duties and responsibilities of a conductor under the observation of an experienced conductor who would normally work in that position.
- (v) During qualifying trips as specified herein the new employee will be paid at the rate of \$21.59 per hour in all services.

**ARTICLE 121  
HELD AWAY FROM HOME TERMINAL**

- (a) Trainmen in freight service held at other than home terminal longer than eleven (11) hours without being called for duty will be paid on the hourly basis for all time held in excess of eleven (11) hours. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.
- (b) Payments accruing under this Article shall be paid for separate and apart from pay for subsequent service or deadheading and penalty payment will cease at time ordered for work or deadheading.
- (c) When rest periods in excess of eight (8) hours booked, the eleven (11) hour period before pay commences will be increased correspondingly. For example, if ten (10) hours rest is booked, pay for time held will commence after expiration of thirteen (13) hours.

When any trainman so books rest, it will automatically tie up other trainmen on that crew.

- (d) For the purpose of applying this Article the Railway will designate a home terminal for each crew in freight service.
- (e) Time paid for under this Article will not be considered as Time on Duty in qualifying for time and one-half in other services.

**ARTICLE 122**  
**REST**

**REST AT TERMINALS**

- (a) Trainmen on arrival at terminals will not be called again for immediate duty if they want rest, the Trainman to be judge of his own condition. Notwithstanding the above, five (5) hours mandatory rest must be taken.

Exceptions to the above are as follows:

- (i) A trainman or train crew whose actual time on duty on arrival (excluding final detention time) at the objective terminal does not exceed eight (8) hours and who is called immediately on arrival, and accepts, will be exempt from the mandatory rest requirement. This exemption shall not apply between the hours of 0001-0600. The maximum number of continuous hours on duty shall be eighteen (18) under this exception (excluding final detention time at the home terminal).
- (ii) A trainman or train crew in passenger train service will be exempt from mandatory rest at the objective terminal provided that:
  - (1) the tour of duty commences between 0430 and 0900;
  - (2) the is called immediately upon arrival at the objective terminal (if he is not called immediately upon arrival then this exception does not apply);
  - (3) the maximum number of continuous hours on duty shall be eighteen (18) under this exception (excluding final detention time at the home terminal).
- (iii) Trainmen working under provisions (a) (i) and (a) (ii) shall be given ten (10) hours mandatory rest at the home terminal.
- (iv) A trainman or train crew whose actual time on duty on arrival at the objective terminal (excluding final detention time) does not exceed five (5) hours will be exempt from mandatory rest.
- (v) The Sr. Vice-President Human Resources and Strategic Planning or his representative and the General Chairman of the United Transportation Union or his representative will meet to discuss further exceptions to clause (a) if either party so desires.

**Note:** Sections (a) (i), (a) (ii) and (a) (iv) do not amend or affect the application of Article 201(9).

- (b) Assigned and unassigned crews will be laid up at the home terminal for the period of rest (including mandatory rest), except the crew will not be laid up if rest booked exceeds eight (8) hours rest, unless all regular members of the crew arriving thereon book more than eight (8) hours rest (which includes mandatory rest). In the application of (a) (i) and (a) (ii) this clause shall apply after ten (10) hours rest including mandatory rest.
- (c) Required rest (this is to include mandatory rest and any additional rest) must be booked on the train register when going off duty and will be given complete before being called. Rest so booked shall be subject to clause (a).
- (d) Trainmen will not be permitted to book conditional rest, that is okay for certain trains but not for others, or okay for Conductor but not as Brakeman.
- (e) A trainman will not be permitted to waive rest booked except (i) when required in emergencies; or (ii) when, upon arriving at his home terminal and after booking rest, he is displaced from his position before the rest period booked has expired. In this instance, he will be given the option, when exercising seniority, of continuing the rest period booked or terminating it provided that he has completed his mandatory rest. Notwithstanding clauses (a) to (d) and the above, trainmen away from home terminals may be deadheaded to home terminals.

**Note:** Clauses (a) to (e) apply to trainmen arriving at an objective terminal whether that trainman is working regular or spare. A trainman or train crew arriving at an away from home terminal may waive mandatory rest on arrival for the purpose of deadheading directly back to the home terminal.

## **REST ENROUTE**

- (f) Trainmen who have been on duty ten (10) hours or more will have the right to book eight (8) hours rest; the same to be granted by Train Dispatcher as soon as it can be arranged without delay to other trains.

Rest booked en route will be a minimum of five (5) hours and eight (8) hours will be considered sufficient except in extreme cases.

The maximum number of hours on duty for all subdivisions, except trainmen or train crews working in auxiliary service, under exceptions (a) (i), (a) (ii), or working between Fort St. John and Fort Nelson per the Memorandum of Agreement dated June 7, 1984, shall not exceed 12 hours (11 hours if the crew is operating reduced pursuant to (k)below).

- (g) When any trainman so books rest, it will automatically tie up the other Trainmen. A trainman will be the judge of his own condition.
- (h) In the application of this rule, conductor will advise Train Dispatcher amount of rest required (including mandatory rest and any additional rest) and will endeavour to be ready to resume work at the time stated. Pay to begin immediately on expiration of rest and when conductor reports for duty, except as provided in (i) and (j).
- (l) Time off duty for rest will be deducted in computing time for the continuous trip except that if rest is interrupted to transport the train or crew to objective terminal rest taken prior to the interruption will be paid.

- (j) When it is possible to do so, crew will be taken through to objective terminal in which case crew on rest will be paid actual deadhead time.
- (k) Road crews which are running reduced will have the right to book rest after ten (10) hours on duty. Every effort will be made to have such reduced crews reach the objective terminal within ten (10) hours, which could require the discontinuance of work en route.
- (l) When a reduced crew books rest en route, the provisions of this Article apply.
- (m) On the Tumbler Ridge (North) Coal run, if a reduced crew ascertains that in all probability the run cannot be completed within ten (10) hours, they shall have the right to invoke the provisions of this Article at Tacheeda.
- (n) Trainmen in construction/work train service will be given mandatory six (6) hours rest per day. Trainmen in construction/work train service shall be entitled to book rest pursuant to Article 122 paragraph one of subsection (f) and subsection (k).
- (o) Time occupied deadheading in accordance with Article 125 (c) will be included as time on duty for the purpose of booking rest.

#### **ARTICLE 123**

##### **CALLING**

- (a) Freight trainmen living within two (2) miles of yard office, and passenger trainmen living within two (2) miles of passenger station, will be called in time to be on duty at the time required by the Railway but such call shall not exceed two and one-half (2½) hours previous to the time required to report for duty. The meaning of "within two (2) miles" is understood to be the most direct route by which an automobile would travel.
- (b) Trainmen will be given a two (2) hour call when practicable and when telephone service is available, call may be given by telephone. When for any reasons a call cannot be made by telephone, trainmen will be called in person.
- (c) On S.A.P., emergency or auxiliary call, the first available crew or employee may be used, and no run-around will be involved, providing that the crew or employee standing first out is deadheaded to relieve the emergency crew or employee at the first convenient opportunity. When S.A.P., emergency or auxiliary call is placed, employee called will be considered to be on duty from the time of the call.
- (d) When the location of a yard office or a passenger station is changed at any terminal in the future, trainmen residing within limits as prescribed in Clause (a) at the time of the change will still be considered as within calling limits.
- (e) Employees living within the two (2) mile area as described in clause (a) must file their address at the central crew calling office and at the terminal at the point where they reside.

#### **ARTICLE 124**

##### **CALLED AND CANCELED**

A trainman called for duty and canceled one and one half (1½) hours or more before time ordered for -- no penalty.

Canceled between one and one half (1½) hours before time ordered for and one (1) hour after time ordered for will be paid two (2) hours and forty (40) minutes and stand first out at the away from home terminal.

Canceled between one and one-half (1½) hours before time ordered for and one (1) hour after time ordered for will be paid four (4) hours and stand first out at the home terminal.

Canceled after one (1) hour following the time ordered for will be paid eight (8) hours and stand last out.

The application of this rule is not to result in any duplicate payment.

**Examples**

Ordered for 0900

Canceled between 0700 and 0730 -- no penalty.

Canceled between 0730 and 1000 -- two (2) hours and forty (40) minutes and stand first out at away from home terminal.

Canceled between 0730 and 1000 -- four (4) hours and stand first out at home terminal.

Canceled after 1000 -- minimum day and stand last out.

**ARTICLE 125  
DEADHEADING**

(a) Employee deadheading or traveling on Railway business with the proper authority will be paid as follows:

**DEADHEAD RATES OF PAY PER HOUR:**

	July 23, 2007	July 23, 2008	July 23, 2009
Conductors/Foremen			
Per Hour (S.T.)	\$29.97	\$30.87	\$31.80
Per Hour (O.T.)	\$29.97	\$30.87	\$31.80
Brakemen/Helpers			
Per Hour (S.T.)	\$26.68	\$27.48	\$28.31
Per Hour (O.T.)	\$26.68	\$27.48	\$28.31

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

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

(c) When deadheading is coupled with service, either prior to or following, actual time deadheading and any dead time will be paid for.

- (d) Employee deadheading to exercise seniority rights or returning after having done so will not be entitled to compensation therefore. Deadheading in connection with relief work which employee has bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and employee is ordered by the Railway to deadhead any such deadheading shall be paid for, except where employee is forced to fill an assignment due to no application being received.
- (e) Employee deadheading to take a preference run or promotion to which he is entitled by change of timetable or permanent vacancy, or when returning from same on account of being displaced by reduction of crews, will not be entitled to the deadhead time coming or going.
- (f) Arrangements may be made by the Local Chairman and the Manager, Operations to fill vacancies of less than six (6) days at outside points by any qualified employee to avoid excessive traveling by spare men. Consent to such arrangements not to be unreasonably withheld.

In the event that a requirement for emergency relief arises, it is agreed that relief may be provided by the most convenient means regardless of zone arrangements.

- (g) Employees to be deadheaded will be called for time at which it is expected train upon which he is to travel should be ready to leave. Deadhead employees will have no claim for runaround in this case.

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

- (h) When two (2) crews are called to run and deadhead on the same train, first crew out shall deadhead and stand first out on arrival if deadheaded to distant terminal. If deadheading to intermediate point, first crew out will be called to handle the train and second crew will deadhead.

When more than one (1) crew is deadheaded on the same train for service at different points, the crew deadheading first out will be deadheaded to the nearest point, the second out to the next nearest point and so on. When deadheaded to the same point, they will stand out in the same order as they stood when called.

When a crew deadheads from terminal and another crew of the same class deadheads from an intermediate point to terminal on the same train, the crew deadheading from intermediate point will go on board ahead of the crew dealing from opposite terminal. The same provisions to apply to spare trainmen.

- (i) Men being called to deadhead will be notified, when called, whether deadheading will be paid separately or coupled with service.

Vehicles used for deadheading crews by other than rail transportation will be of a type adequate for the transportation of personnel.

**ARTICLE 126**  
**BROKEN TIME**

- (a) Employee prevented from completing a trip or day's work due to illness will be paid actual time on duty, up to the time relieved from duty.
- (b) Employee prevented from completing a trip or day's work due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty, but not less than eight (8) hours pay. Employee called to relieve another employee for completion of day or trip due to illness or injury on duty will be paid not less than eight (8) hours pay.

**ARTICLE 127**  
**ASSIGNED ROAD SERVICE**

- (a) Assignments, other than work train, will be bulletined specifying the home terminal, initial and objective terminal for each trip, territory over which the assignment is to perform service, starting time and days of operation. So far as it is practicable, assignments will start at the bulletined starting time, except that an assignment may be started at a time later, but not earlier than that specified in the bulletin unless otherwise mutually agreed. When bulletined starting time is changed more than three (3) hours, the assignment will be re bulletined.
- (b) Crews assigned to regular runs will not be compelled to man runs other than that to which they are regularly assigned, except in cases of wrecks when no other crews are available.
- (c) When an assigned crew is used instead of an available unassigned crew, the unassigned crew will be compensated to the full extent of the hours made by the assigned crew making the trip.
- (d) When an assigned crew is used outside its assigned territory it will be paid at schedule rates and conditions for such service in addition to and irrespective of the compensation provided for the assigned service.
- (e) Where interruption of traffic occurs, the assigned mixed, wayfreight and switcher train crews will be called when it is possible to run trains and when traffic is available, regardless of assigned days. This will not constitute a runaround.
- (f) When normal operation is resumed, such assigned crews will adjust themselves to their regular assignment at first opportunity and may be permitted to change off on the road.
- (g) In the event that an assigned mixed, wayfreight or switcher train crew is canceled on account of General Holiday, arrangements may be made to operate such assignment in turnaround service on the day preceding or on the day following the General Holiday.
- (h) A trainman in assigned service ready and available for duty, who is not called for duty with the crew to which he is regularly assigned account of Railway error, will be paid hours earned by his regular crew on that trip and assume his position with his regular crew upon return.

**ARTICLE 128**  
**WAY FREIGHT SERVICE**

- (a) On the Squamish Subdivision when trainmen are required to load or unload L.C.L. freight, express, royal mail, O.C.S. material or to detrain or entrain passengers enroute, trains will be limited to 35 cars.
- (b) The Railway will arrange their way freight service to avoid the handling of L.C.L. merchandise at night and on Sundays. No way freight will be started before 0400 and not later than 1200, and men will be permitted, after 2000 to discontinue way freighting and local work, except picking up or setting off live stock, or car or cars of perishable freight, and run through to terminal.
- (c) If the work on any way freight or switcher run is unduly heavy it will be lightened by employing an additional trainman.

**ARTICLE 129**  
**CABOOSES AND RESTHOUSES**

- (a) Crew in freight or work service will be provided with caboose or other suitable car properly equipped, when required.
- (b) Trainmen assigned to regular runs will not be required to stop in caboose or rest house at terminal points, and unless they are advised that they will be required before their regular run, will not be considered absent from duty if required and not on hand.
- (c) Trainmen will not be compelled to handle cars in trains, the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or livestock that may become disabled enroute to the first terminal.
- (d) Trainmen will not be compelled to handle cars behind caboose, other than official cars or flangers.
- (e) Trainmen will not be required to carry passengers in caboose except when authorized by proper Officer.
- (f) Except as provided in paragraph (h), rest houses will be provided by the Railway at away-from-home terminals for trainmen. Rest houses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Provision will be made for water softening and air conditioning. Single occupancy bedrooms, with a floor area of eighty (80) square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, window blinds, will be provided in addition to existing rest houses and in new rest houses. Beds will be of standard single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator. Rest houses will be maintained in a clean and sanitary manner by personnel other than trainmen. Trainmen will cooperate in keeping rest houses in a clean and orderly condition. Trainmen using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable rest houses will be located in a quiet area convenient to the point where trainmen usually report on and off duty.

- (g) The use of rest houses will not be restricted to trainmen.
- (h) The Railway may elect to provide suitable sleeping accommodation in a hotel or motel located convenient to the point where trainmen regularly go on and off duty. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.
- (i) Caboose in freight service will be of steel construction and will be equipped with the following:
  - 1. An oil-fired heating and light cooking unit.
  - 2. Safety glass in all windows.
  - 3. Electric lighting.
  - 4. Propane refrigerator.
  - 5. Sanitary toilets.
  - 6. Cushion underframe.
  - 7. A line for drinking water will be run through the propane refrigerators, with a spigot attached.
  - 8. Dishes and cooking utensils and bedding listed in Clause (o).
  - 9. One (1) couch and two (2) camp cots, with a minimum of four (4) inch foam rubber mattresses.
  - 10. Storm proofing as required.
- (j) Caboose in freight service will be kept in a clean condition, maintained in good running order, windows cleaned, kept heated when necessary and properly supplied, including fuel, water, stationery and necessary equipment, by personnel other than trainmen. Trainmen shall be responsible for filling and caring for oil burning markers and lanterns when cabooses are so equipped. Outgoing trainmen will not be responsible for checking supplies and equipment except flagging equipment and will not be required to leave terminals without essential supplies or equipment. Trainmen will be responsible for keeping the caboose in a clean and orderly condition enroute between terminals. Conductors will furnish a list of any supplies needed on the caboose and report any known defects and shortages at the end of each trip. When possible, Conductors should provide this information in advance of arrival at the objective terminal.
- (k) Trainmen will be supplied with an individual locker at the home terminal located conveniently to the point where they usually go on and off duty.
- (l) Not more than one crew will be required to deadhead in a caboose at any one time.
- (m) At the home terminal, a trainman will report for duty at the time ordered for at his locker unless otherwise agreed upon between the Local Chairman and the Manager of Operations. At the away-from-home terminal such trainmen will report for duty at the times ordered for at the same place which may be at the yard office, station or train order office or such other place as may be agreed upon between the Local Chairman and the Manager, Operations.
- (n) At terminals where circumstances warrant, arrangements will be made between the Local Chairman and the Manager, Operations for the provision of transportation for trainmen between the rest house or point of reporting for duty and the point of departure and between the point at which the train is yarded and the point of reporting off duty or the rest house.

(o) List Of items To Be Included In Freight Caboose Equipment

- 1 Tea Kettle
- 1 Coffee Percolator
- 1 Earthenware Tea Pot
- 2 Medium Sauce Pans
- 1 Medium Frying Pan
- 1 Egg Lifter
- 1 Toaster
- \*3 Plates
- \*3 Mugs
- \*3 Cereal Bowls
- 3 Knives and Forks
- 3 Teaspoons
- 3 Tablespoons
- 1 Butcher Knife
- 1 Paring Knife
- 1 Peeler
- 1 Can Opener
- 1 Dish Pan and Dish Mop
- Paper Towels
- Laundry Soap
- Toilet Soap
- 1 Water Pitcher or Dipper
- Tea Towels
- Liquid Detergent
- S.O.S. Pads
- Hand Soap
- Soap Dish
- Broom
- Toilet Tissue
- Matches
- Bedding
- 6 Blankets
- 6 Sheets
- 3 Pillows
- 3 Pillow Slips

\*Heavy Duty Melmac Type

(p) A committee will be formed consisting of one or more members of the General Committee and representatives of the Railway for the purpose of making recommendations on a "progressive", and "continuing" basis for the upgrading of cabooses.

(q) New cabooses will come equipped with spring filled cushions in the cupola seats and the foam rubber cushions presently used in cupola seats replaced with spring filled seats when cabooses are shopped for repairs and upgrading.

- (r) At points where Railway's ice houses or ice machines are located, trainmen will be allowed ice for caboose and engine.
- (s) Caboose on trains being operated with reduced crews will be equipped with the following:
- cushion draw bars
  - safety glass (all windows)
  - seatbelts (all seats)
  - three air gauges -- one to be in cupola
  - handrails
  - non-skid floors
  - pull chains on each end of cabooses to open knuckles

The Railway will install larger rear windows and other than manual window wipers on existing cabooses when cabooses are shopped to refit for spring filled seats. Any new cabooses will be equipped with other than manual window wipers and larger rear windows.

**ARTICLE 129A  
ENGINE CAB CONDITIONS**

Employees working on a CCO operation are entitled to appropriate cab amenities. The parties shall meet to discuss the issue. Should the parties fail to resolve the matter either party may, within six (6) months of the publication of the CCO Award, refer the issue to the expedited dispute resolution mechanism, set out in Article 104.

**ARTICLE 130  
PAY EVERY TWO WEEKS**

The Railway, in cooperation with the Union, has established the pay period for all employees on the basis of every two (2) weeks.

Pay periods will cover fourteen (14) consecutive calendar days and PAY DAY is designated as every second Friday. Except in unforeseen circumstances cheques will be made available to employees any time after 0001 on payday.

**ARTICLE 131  
GENERAL HOLIDAYS**

1. The following are recognized as General Holidays:

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

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

Heritage Day shall be added to the General Holidays when it is proclaimed by the Federal Government.

2. The railway shall advise by bulletin at least forty-eight (48) hours in advance of a General Holiday at each home terminal, or points where spareboards are maintained, the number of unassigned crews and individual assignments required at each terminal and the number of spareboard men required on each spareboard for that Holiday. It will be the responsibility of the employees to ascertain their standing on the respective boards as of 0001 on the General Holiday. Crews at outlying points shall also be advised at least forty-eight (48) hours in advance of a General Holiday as to whether they are required.

A spareboard employee qualifying for payment on a General Holiday and held available for duty and not used shall be paid in addition to the holiday pay, eight (8) hours at the straight time rate of the last service performed prior to the General Holiday.

3. In order to qualify for Payment on a General Holiday an employee must:
  - (a) have rendered some compensated service during the ten (10) calendar days immediately preceding the General Holiday. This qualification (a) does not apply if an employee works on a General Holiday; and
  - (b) be available for duty on General Holiday if bulletined as being required on the Holiday. This qualification (b) does not apply in the event that an employee receives approved leave of absence from the Crew Supervisor for the General Holiday.

**THIS QUALIFICATION ALSO DOES NOT APPLY TO AN EMPLOYEE WHO IS HOSPITALIZED ON THE DAY OF THE HOLIDAY, OR IS SUFFERING FROM A BONA FIDE INJURY.**

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

4. An employee who qualified in accordance with Section 3 of this Article shall receive pay as follows:

**(A) CONSTRUCTION/WORK TRAIN SERVICE AND YARD SERVICE**

	July 23, 2007	July 23, 2008	July 23, 2009
Yard Foreman – Yard Service	\$215.49	\$221.95	\$228.61
Yard Helper – Yard Service	\$202.76	\$208.84	\$215.11
Conductor – Construction/Work Train Service	\$215.41	\$221.87	\$288.43
Brakeman – Construction/Work Train Service	\$195.12	\$200.97	\$207.00

Trainmen in Construction/Work Train Service and Yardmen required to commence a tour(s) of duty on the General Holiday will receive in addition to the amounts above, pay at one and one-half (1½) times the straight time hourly rate for all hours worked.

**(B) FREIGHT AND PASSENGER SERVICE**

	July 23, 2007	July 23, 2008	July 23, 2009
Conductor	\$299.68	\$308.67	\$317.93
Baggageman	\$266.82	\$274.82	\$283.07
Brakeman	\$266.82	\$274.82	\$283.07

Road Service trainmen, except Construction and Work Train Service trainmen, required to perform such service on a General Holiday shall receive in addition to the above amounts, pay in accordance with the provisions of the Wage Agreement.

**(C) SPARE EMPLOYEES**

If not required to perform service on a General Holiday, for the purpose of payment provided in paragraphs (a) and (b) of this Section 4, the classification of a spare employee will be determined by the last service performed prior to the General Holiday. If required to perform service on a General Holiday, for the purpose of payment provided in paragraphs (a) and (b) of this Section 4, the classification of a spare employee will be determined by the service performed on the General Holiday.

5. Shifts or tours of duty commencing between 0001 and 2359, both times inclusive on the General Holiday shall be considered as work on the General Holiday.
6. A qualified employee whose vacation period coincides with any of the General Holidays specified in Section 1 hereof shall receive an extra day's vacation and be paid the amount specified for his classification in Section 4.
7. The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a General Holiday provision in any other agreement.
8. When a trainman is not used to avoid penalty payment and has still not accumulated one hundred (100) hours in a checking period he may book off as though he had accumulated one hundred (100) hours and be eligible for General Holiday falling during off period.
9. A trainman who books off after accumulating one hundred (100) actual hours in a checking period will still be eligible for General Holiday pay regardless of other qualification requirements.
10. The one hundred (100) referred to in paragraphs (8) and (9) above are actual hours as determined in Article 201(1).

**BANKING GENERAL HOLIDAYS**

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

- (ii) Employees who qualify for payment of a General Holiday and who are not required to work on a General Holiday may elect to bank the payment(s) and will be allowed an additional day(s) off.
  - (iii) Employees wishing to avail themselves of the banking privileges outlined in subsection (i) and (ii) above must provide written notice to the Crew Supervisor between December 1st and December 15th each year. Such notice to cover the period January 1st to the following December 31st.
- (b) Banked General Holidays may be taken between the following dates, subject to sufficient men being available for relief:
- September 15th to December 15th
  - January 4th to April 30th
- (c) When an employee elects to take his “banked” General Holidays the total days in the “bank” will be taken consecutively.
- (d) Banked General Holidays must be taken no later than April 30th following the year banked. For the purpose of this clause the “year” referred to, shall be a calendar year.

## **ARTICLE 132**

### **MATERIAL CHANGES IN WORKING CONDITIONS**

1. (a) The Railway will not initiate any material change in working conditions which will have materially adverse effects on employee without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of Section 1 of this Article.
- (b) The Railway will negotiate with the Union measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.
- (c) While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under paragraph (b) above may include the following:
- (1) Appropriate timing.
  - (2) Appropriate phasing.
  - (3) Hours on duty.
  - (4) Equalization of hours.
  - (5) Work distribution.
  - (6) Adequate accommodation.
  - (7) Bulletining.
  - (8) Seniority arrangements.
  - (9) Learning the road.
  - (10) Eating enroute.
  - (11) Work enroute.

- (12) Layoff benefits.
- (13) Severance pay.
- (14) Maintenance of basic rates.
- (15) Constructive hours.
- (16) Deadheading.

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

- (d) The negotiations referred to in Clause (b) above shall be conducted between the Vice-President, Rail Operations (or his delegate) and the General Chairman and shall commence within twenty (20) days of the date of the notice specified in Clause (a) above. If the negotiations do not result in mutual agreement within thirty (30) calendar days of their commencement, the issue, or issues, remaining in dispute with the exception of the rule governing a change in established home terminals Article 209 (a), shall, within seven (7) days of the cessation of negotiations, be referred to the Manager, Labour Relations of the Railway and the General Chairman of the Union for mediation by a Board of Review composed of two senior Officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notice served by the Railway on the Union under Section 1 (a) hereof and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in Clause (e) below;

- (e) The Board of Review shall, within twenty (20) days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven (7) days by either party to a single Arbitrator who shall be the person from time to time occupying the position of Arbitrator as defined in Article 104 under the heading "Final Settlement of Disputes Without Stoppage of Work".

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

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

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

- (f) Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

- (g) The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.
- (h) The Railway and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.
- (i) The appointment of the Arbitrator referred to in Clause (e) above may be revoked at any time by either party upon sixty (60) days written notice to the other and replaced by mutual agreement between the parties.
- (j) In the event either party serves notice as provided in Clause (i) above, or the permanent Arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent Arbitrator, the parties will, within twenty-seven (27) days of cessation of negotiations, agree upon an Arbitrator to hear such dispute. If the parties cannot agree on the selection of an Arbitrator, either party may immediately request the Minister of Skills, Training and Labour to appoint an Arbitrator to hear such dispute. Such ad hoc Arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.
- (k) Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than fifteen (15) days following the decision of the Arbitrator.
- (l) This Article does not apply in respect of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.
- (m) A dispute concerning the applicability of this Article to a change in working conditions will be processed as a grievance by the General Chairman direct to the Vice-President, Rail Operations, and must be presented within sixty (60) days from the date of the cause of the grievance.

## **RELOCATION EXPENSES**

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

(b) Eligibility

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

An employee:

- (1) must have twenty four (24) months cumulative compensated service (to establish one (1) month of cumulative compensated service, an employee must, for the purposes of this Article, in that month have worked and/or been available for service on:
  - 30 days (road)
  - 21 days (Yardmen and Yardmasters) or major portion thereof).
- (2) must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6), and (7) of Clause (c) of this Section.
- (3) must establish that it is impractical for him to commute daily to new location.

**(C) RELOCATION BENEFITS**

- (1) Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to three (3) month's storage; the mode of transportation to be determined by the Railway.
- (2) An allowance of up to five hundred dollars (\$500.00) for incidental expenses actually incurred as a result of relocation.
- (3) Reasonable transportation expenses from his former location to his new location, by rail or, if authorized, by bus or employee-owned automobile, and up to one hundred and twenty five dollars (\$125.00) for a single employee, up to two hundred and fifty dollars (\$250.00) for an employee and spouse or dependent, and up to four hundred dollars (\$400.00) for an employee, his spouse and dependent or dependents, for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- (4) Upon authorization, an employee may drive his automobile to his new location at an allowance in accordance with Railway policy as amended from time to time.
- (5) Up to seven (7) calendar days to relocate at eight (8) hours pay per day at the Brakeman's rate of pay to a maximum of forty (40) hours pay.
- (6) (a) Reimbursement for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Railway is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this Article.
  - (c) An eligible employee who desires to sell his house and receive any benefit to which he may be entitled under this Item 6 must advise the Railway's Officer concerned accordingly within twelve (12) months of the date the initial change takes place. No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within sixty (60) days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within twelve (12) months of the final determination of value.
  - (d) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence will be borne by the Railway. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of five thousand dollars (\$5,000.00). Receipts shall be required.
- (7) If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of one hundred dollars (\$100.00) which will be payable so long as he remains at his new location for a maximum of fifteen (15) months from date of transfer to his new location. An employee claiming under this Clause may elect within such fifteen (15) month period to move his household effects, in which case the amount paid out under this Clause shall be deducted from the relocation expenses allowable.
- (8) Alternatively to (6), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three (3) months' rent, where the relocating employee was renting a dwelling which he occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Railway no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three (3) months rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Railway's approval to pay in excess of three months' rent.

#### **EARLY RETIREMENT ALLOWANCE**

3. An employee whose position is abolished by a change made under the provisions of Section 1 (a) of this Article and who is: (a) sixty (60) years of age or over, and (b) eligible for early retirement under the rules of the Railway's Pension Plan, will, if he elects early retirement, be entitled to receive:
- (a) an allowance of one hundred dollars (\$100.00) per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the normal retirement age of sixty-five (65) years is reached; or,
  - (b) a lump sum equivalent to seventy percent (70%) of the total value of monthly allowances he could have received under this provision.

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

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

**APPENDIX "A"**  
**APPRAISAL PROCEDURE**

When an affected employee desires to sell his home under the provisions of Section 2(c) (6) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- (a) In advising the Railway Officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within fifteen (15) working days from date of receipt of employee's advice of his desire to make a claim, the Railway Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Section 2 (c) (6) (a) of this Article.
- (d) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven (7) days from date of advice to employee concerned as referred to in Clause (c) of this Appendix "A".
- (e) If such joint conference does not resolve the matter then within five (5) days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.
- (f) The employee and Railway Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Skills, Training and Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Railway.

**Particulars of House to be Sold**

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

Address \_\_\_\_\_

Type of House, i.e. Cottage, Bungalow, Split Level

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ARTICLE 133**  
**JURY SERVICE**

An employee called for jury service or if subpoenaed as a witness in a criminal case will be paid the difference between the total amount paid to him for his jury/witness service and the amount he would have been paid for the hours he would have been scheduled to work for the Railway during the time he was prevented from working for the Railway because of jury/witness service.

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

**ARTICLE 134**  
**PICKET LINES**

The Railway has legal obligations as a common carrier. In order that the Railway may protect itself against liability, there must be a record that the Railway did attempt to fulfill its obligations. To do so, it would be necessary for the Railway to have on record a letter signed by the employee who refuses to cross a legally constituted picket line. In order to expedite this matter, the employee concerned will, without benefit of a hearing or investigation and without a demand for the presence of a Union representative, sign a letter. Such letters will not be used as grounds for disciplinary action.

**ARTICLE 135**  
**TRAINING ALLOWANCE**

- (a) It is understood that the Railway will give newly hired inexperienced trainmen instructions into the elements of hand brakes, throwing switches, safety matters and yard familiarization prior to their taking student trips.
- (b) A train crew or yard crew who during a tour of duty or shift, is required by the Railway to provide training to newly hired individuals on training trips, while such individuals are training as Conductor-Trainee, shall be paid an allowance of:
  - (i) Conductor or Yard Foreman: Twenty four dollars (\$24.00) per tour of duty or yard shift in addition to their other earnings.
  - (ii) Brakeman or Yard Helpers: Twenty dollars (\$20.00) per tour of duty or yard shift in addition to their other earnings.
- (c) A train crew or yard crew who, during a tour of duty or shift, is required by the Railway to provide training to individuals on familiarization trips, while such individuals are being familiarized on a subdivision, branch or yard, shall be paid an allowance of:
  - (i) Conductor or Yard Foreman: Twelve dollars (\$12.00) per tour of duty or yard shift in addition to their other earnings.
  - (ii) Brakeman or Yard Helpers: Eight dollars (\$8.00) per tour of duty or yard shift in addition to their other earnings.
- (d) While performing their customary duties, such train and yard crews will act as field supervisors indoctrinating the individuals in training in the functions and responsibilities of trainmen/yardmen under actual working conditions. On completion of each tour of duty or shift, the Conductor or Yard Foreman, as the case may be, shall complete and submit a report on the areas in which instruction was imparted on a form supplied by the Railway for this purpose. The allowance provided for herein shall not be included in calculating General Holiday pay.

**ARTICLE 136**  
**THE OPERATION OF REDUCED CREWS**

**(Non-Cabooseless Conductor Only)**

- (a) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
- (b) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
- (c) Except as provided for in Article 122(k), (l) and (m) of the Collective Agreement, the reduced crew provisions governing freight service contained in the agreement are not applicable to Cabooseless Conductor Only operations.

**ARTICLE 137**  
**PROTECTED AND UNPROTECTED EMPLOYEES**

Article 137 Intentionally deleted in its entirety as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 137A**  
**REDUCTION OF THE WORK FORCE,**  
**AND MANNING**

**(Cabooseless Conductor Only)**

- (a) Reduction of the work force as a direct result of the implementation of Cabooseless Conductor Only operations will be accomplished through retirement, resignation, separation payouts, death, transfer to another bargaining unit and the layoff of employees on the trainman's seniority list on or subsequent to October 2nd, 1990.
- (b) Employees on the trainman's seniority list on or before October 1st, 1990 unable to obtain a position either by bulletin or by the exercise of seniority will have the right to a spareboard position in a zone as established by the Railway provided all required positions are occupied by employees on the seniority list on or before October 1st, 1990.
- (c) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 138**  
**THE ASSIGNMENT OF**  
**DUTIES TO REDUCED CREWS AND**  
**OPERATING REGULATIONS**

- (a) Implementation of reduced crews as per the 1985 Reduced Crew Award will not result in U.T.U. members being required to perform additional duties which they are not normally required to perform at the time the reduced crew arrangement is implemented.
- (b) In implementing reduced crews and Cabooseless Conductor Only operations, the Railway will continue to adhere to the regulations and orders of the regulatory body responsible for BC Rail and the Canadian Rail Operating Rules, Rev. January 16, 1990 (CROR).

**ARTICLE 139**  
**PROTECTION FOR TRAINS OPERATING**  
**WITH REDUCED CREWS**

- (a) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
- (b) In Manual Block System Territory, the Train Dispatcher may give trains operating with reduced crews permission to "close-up", but the train crews involved shall ensure that the distance between the trains is sufficient to provide proper rear end protection.

**ARTICLE 140**  
**RADIO COMMUNICATIONS RESPECTING**  
**REDUCED CREWS AND CABOOSELESS**  
**CONDUCTOR ONLY TRAINS**

- (a) In yards where a number of yard crews work at the same time, a crew will not work reduced unless it has a separate radio frequency. In the application of CROR Rule 12.2, the maximum distance which may be given the Engineman is ten (10) car lengths.
- (b) A train will not be put into motion at any time by the Engineman unless on clear direction to do so by the Conductor.
- (c) Trains will be supplied with radios which provide end to end communication so that there will be instantaneous and continuous communication available between the Engineer, the Conductor and the Rail Traffic Controller.
- (d) Train crews will not be required to start switching or begin a road trip without portable radios. Train crews will not be censured or disciplined in any manner for refusing to start switching or begin a road trip if portable radios are not provided.
- (e) The locomotive Engineer and/or headend trainmen on each train operated with one (1) Conductor and one (1) Brakeman on other than Cabooseless Conductor Only trains will be required to communicate by radio with the conductor approaching each station or at least every twenty (20) minutes. Failing acknowledgment by the trainman will result in the train being brought to a stop, and communications established by radio, personal contact, or hand signals before proceeding.
- (f) Trains will not leave a terminal with a reduced crew with less than two mobile radios and two portable radios capable of activating the Railway's microwave communication system.
- (g) The lightweight portable radios referred to herein will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Sufficient frequency channels will be utilized to provide safe communications.
- (h) Subject to trainmen complying with the CROR and other Railway rules, trainmen will not be held responsible for accidents caused by the failure of radio equipment to properly function. The Railway will be responsible for the maintenance of radios.

**ARTICLE 141**  
**THE MOVEMENT OF EMPLOYEES**  
**RESULTING FROM THE IMPLEMENTATION**  
**OF THE REDUCED CREW CONSIST**

**(Non-Cabooseless Conductor Only)**

Article 132 of the Collective Agreement shall be applicable only to an initial move when an employee is forced to work away from his principle residence due to the implementation of the Reduced Crew Consist.

**ARTICLE 141A**  
**THE MOVEMENT OF EMPLOYEES**  
**RESULTING FROM THE IMPLEMENTATION**  
**OF CABOOSELESS CONDUCTOR ONLY AND**  
**THE MAINTENANCE OF BASIC RATES**

**(Cabooseless Conductor Only)**

- (a) For the remainder of the term of this Collective Agreement Article 132 is applicable to a move when an employee is forced to work away from his principle residence due to the implementation of Cabooseless Conductor Only operations.
- (b) Until the expiration date of the current Agreement, the management relocation policy shall apply to all moves when an employee is forced away from his principle residence due to the implementation of Cabooseless Conductor Only operations. Thereafter, unless otherwise agreed between the parties the provisions of Article 132 will apply to all moves resulting from CCO.
- (c) Maintenance of Basic Rates (MBR) (applicable to employees with a seniority date on or before October 1, 1990).

Employees with a seniority date on or before October 1, 1990 shall have a Maintenance of Basic Rates (MBR) established based on a basic weekly rate of pay calculated on the previous 26 pay periods prior to the date of initial implementation of Cabooseless Conductor Only operations. Earnings will be protected under this clause where earnings are less as follows:

- (i) For an employee in road service, including employees on spareboards, the "basic weekly pay" shall be one fifty second (1/52) of the total earnings of such employee during the twenty-six (26) full pay periods previous to initial implementation of Cabooseless Conductor Only operations.
- (ii) For an employee assigned to a regular position in yard service five (5) days' or forty (40) hours straight time pay, including the shift differential if applicable, shall constitute his "basic weekly pay".
- (iii) When computing "basic weekly pay" pursuant to paragraph (i) above, any Pay Period during which an employee is absent for seven (7) consecutive days or more because of bona fide injury, sickness in respect to which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

- (d) The basic weekly pay of such employee shall be maintained by payment to the employee of the difference between his actual earnings in a checking period and two (2) times his basic weekly pay. Such difference shall be known as the employee's incumbency.
- (i) An incumbency will not be paid when the employee's actual earnings in the checking period equal or exceed either of:
- (1) eighty (80) hours at the freight Brakeman's rate of pay;
  - (2) twice the employee's basic weekly pay.
- (e) An incumbency for the purpose of maintaining an employee's earnings, shall be payable provided:
- (i) He is available for service during the entire checking period. Subject to the following, if not available for service during the entire checking period, his incumbency for that period will be reduced by the amount of the earnings he would otherwise have earned;
- (1) MBR (incumbency) cannot be used to replace a loss of guarantee earnings as the result of an employee who lays off of his own accord, or misses a call.
  - (2) A spareboard employee subject to more than two (2) reductions in the amount of the guarantee payable to him in accordance with Article 308 shall forfeit his MBR (incumbency).
  - (3) A yard employee will have his MBR (incumbency) reduced by one-tenth (1/10) for each tour of duty, for which unavailable.
- (ii) in the application of (i) above, an employee will be considered as having made himself unavailable for service if he books in excess of fourteen (14) hours rest at his home terminal or, if in assigned service is unavailable on an assigned working day; and
- (iii) all compensation, including guarantees paid an employee by the Railway during each checking period will be taken into account in computing the amount of an employee's incumbency.
- (f) The payment of an incumbency, calculated as above, will continue to be made until:
- (i) the employee's actual earnings in a checking period are equal to or greater than that prescribed in (d) (i);
  - (ii) the employee fails to exercise seniority to a required position, including a known temporary vacancy as prescribed by Article 304 of the Collective Agreement, with higher earnings than the earnings of the position which he is holding and for which he is senior and qualified in the zone or adjacent zone in which he is employed; or
  - (iii) the employee's services are terminated by discharge, resignation, death, retirement or transfer to another bargaining unit.

In the application of sub-paragraph (ii) above, an employee who fails to exercise seniority to a position with higher earnings, for which he is senior and qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly. In the case of a known temporary vacancy as prescribed by Article 304 of the Collective Agreement, his incumbency will be reduced only for the period of the temporary vacancy.

An incumbency will not be paid if created due to an employee electing to exercise seniority to a position where earnings are reduced.

**ARTICLE 142  
CREW REDUCTION MONITORING COMMITTEE**

Article 142 Intentionally deleted in its entirety as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 143  
FUTURE NEGOTIATIONS RESPECTING  
REDUCED CREWS**

- (a) The Railway and the Union shall not negotiate any changes to the provisions for reduced crews unless fifty-one percent (51%) of those employees hired prior to October 1<sup>st</sup>, 1990 working in yard service, road service, spareboard, and employees on laid off status give their consent through a referendum ballot.
- (b) Article 143 does not apply to the changes resulting from the implementation of Cabooseless Conductor Only operation.

**ARTICLE 144  
BRIDGES AND TRESTLES**

The Railway recognizes the benefit of having walkways on bridges and trestles and will expedite its program of installation.

**ARTICLE 145  
REDUCED CREW -- DEFINITION OF TERMS --  
REDUCIBLE POSITION; BLANKED POSITION;  
PROTECTED EMPLOYEE; AND  
UNPROTECTED EMPLOYEE**

Article 145 Intentionally deleted in its entirety as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 145A  
CABOOSELESS CONDUCTOR ONLY DEFINITIONS**

**(Cabooseless Conductor Only)**

**Cabooseless Conductor Only Territory:** A zone, or portion thereof, declared as Cabooseless Conductor Only by the Railway.

**Cabooseless Conductor Only Train:** A train operated by the Railway without a caboose and with Required Positions only. The Railway will only advertise Required Positions for Cabooseless Conductor Only trains.

**Required Position:** A Conductor; a position on a train crew other than a Conductor as determined by the Railway, or a spareboard (includes all positions on the spareboard) in a zone where Cabooseless Conductor Only train(s) operate.

Non-Required Position: A position that has been determined by the Railway as not being required for operational reasons.

**Note:** Where the Railway elects to man an assignment with more than a Conductor on a Cabooseless Conductor Only train it may fill the position from the spareboard or bulletin it. Such position may at any time be abolished when no longer required.

**ARTICLE 146  
COMPANY VEHICLES**

No employee in the course of his duties will be required to operate a company vehicle.

**ARTICLE 147  
TRAVEL INSURANCE**

Article 147 intentionally deleted in its entirety as per Comprehensive Memorandum of Settlement dated November 17, 2004.

**ARTICLE 201  
BASIS OF PAY IN ALL SERVICES  
EXCEPT YARD SERVICE AND  
WORK/CONSTRUCTION TRAIN SERVICE**

- (1) The basis of pay will be on an hourly rate with time and one-half after one hundred (100) hours per checking period for time on duty in all services except Yard Service and Work/Construction Train Service. Time and one-half will not apply for deadheading, nor will time deadheading be considered as time on duty in qualifying for time and one-half in other services.

Actual time on duty applies towards the accumulation of one hundred (100) hours except, a trainman who is not assigned to Yard Service or Work/Construction Train Service and who is required to work one or more tours of duty in Yard Service or Work/Construction Train Service shall have the straight time hours only applied to the accumulation of one hundred (100) straight time hours to qualify him for the time and one-half overtime rate for services performed.

- (2) A pay period constitutes a two (2) week period beginning on day one (1) and ending on day fourteen (14).
- (3) A checking period is a period of fourteen (14) consecutive days assigned to an employee. Checking date shall be every other Monday.
- (4) The minimum day's pay in Road Service shall be eight (8) hours.
- (5) Nothing in this Agreement shall obligate the Railway to work a trainman at overtime rate when there is a trainman who could work at pro rata rate.

(6) Point for Coming On and Going Off Duty

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

(7) Road Time

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

(8) Guarantee

Trainmen established in assigned or unassigned Freight Service or Passenger Train Service who do not lay off of their own accord will be guaranteed the equivalent of eighty (80) hours per checking period exclusive of pay for General Holiday and training allowance as provided for in Article 135.

A trainman who lays off of his own accord, or misses a call, will be penalized to the extent of having the hours paid for on the trip, or trips, he missed deducted from the eighty (80) hours guaranteed for the checking period.

The number of hours so deducted not to exceed twenty (20) for each round trip or short turnaround trip missed.

**Note:** The above guarantee does not apply to any employees in Yard Service, Work Train Service, Construction Train Service or on spareboard. Trainman who only works a portion of a checking period in all services except Yard Service, Work/Construction Train Service or spareboard will be paid his full proportion of the compensation provided under the guarantee.

**Example:**

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

Less than 12 hours not to count.

More than 12 hours to count as 1 day.

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

(9) Automatic Terminal Release (Freight Service)

A trip will end automatically on arrival at a terminal except as otherwise provided and trainmen will not be required to do work other than storing their own train and placing locomotive to shops.

Crew may be required to spot stock from their own train on arrival at a terminal if no yard crew on duty.

With respect to mixed, wayfreight or switcher assignments in turnaround service in cases where turnaround point is terminal for unassigned crews, automatic terminal release will not apply at turnaround point.

The meaning of terminal is understood to be the regular points between which crews regularly run, i.e., assigned by bulletin.

**ARTICLE 202  
RATES OF PAY PER HOUR FOR PASSENGER AND FREIGHT TRAINMEN**

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Conductor</b>			
Per Hour S.T. for 100 hrs	\$29.97	\$30.87	\$31.80
Per Hour O.T. after 100 hrs	\$44.96	\$46.31	\$47.70
<b>Bagageman</b>			
Per Hour S.T. for 100 hrs	\$26.68	\$27.48	\$28.31
Per Hour O.T. after 100 hrs	\$40.03	\$41.23	\$42.47
<b>Brakeman</b>			
Per Hour S.T. for 100 hrs	\$26.68	\$27.48	\$28.31
Per Hour O.T. after 100 hrs	\$40.03	\$41.23	\$42.47

**Note:** The above rates include an increase of 2% differential in lieu of "Car Step-up".

**ARTICLE 203  
CONSIST OF CREWS  
PASSENGER AND MIXED TRAIN SERVICE**

(a) Passenger and Mixed Service Other Than RDC Trains

The crew shall consist of a Conductor and two (2) Brakemen.

(b) RDC Trains

Single Car Service

- (i) The crew shall consist of a Conductor in single car service when checked baggage, mail or express is not required to be handled by train crew.
- (ii) The crew shall consist of a Conductor and Bagageman in single car service when checked baggage, mail or express is required to be handled by train crew.

Two Car Service

- (iii) The crew shall consist of a Conductor and one (1) Brakeman in two (2) car service when checked baggage, mail or express is not required to be handled by train crew.

- (iv) The crew shall consist of a Conductor, one (1) Brakeman and one (1) Baggage man in two (2) car service when checked baggage, mail or express is required to be handled by train crew.

Exceptions to (b) (iv) between Lillooet and Prince George only:

The crew shall consist of a Conductor and one (1) Baggage man in two (2) car service when checked baggage, mail or express is required to be handled by train crew.

More Than Two Cars

- (v) The crew shall consist of a Conductor and two (2) Brakemen in more than two (2) car service when checked baggage, mail or express is not required to be handled by train crew.

- (vi) The crew shall consist of a Conductor, one (1) Brakeman and one (1) Baggage man in more than two (2) car service when checked baggage, mail or express is required to be handled by train crew; if eight (8) or more cars, will have an additional Brakeman.

**Note:** "When checked baggage, mail or express is required to be handled by train crew" is meant baggage, mail or express for which the Baggage man is held responsible and for which he may be required to keep record.

#### **ARTICLE 204 CLEANING COACHES**

Trainmen will not be required to sweep or clean coaches but where train porters are not employed they will remove rubbish enroute so as to keep coaches in tidy condition.

#### **ARTICLE 205 WATER SERVICE**

Trainmen will not be required to water stock enroute except in the case of emergency.

Trainmen will not be required to fuel or water locomotives, nor to fill auxiliary locomotive tanks.

Trainmen will not be required to fill water barrels or water cars except for domestic purposes.

This service will be performed by wayfreights, whenever possible.

#### **ARTICLE 206 INTENTIONALLY LEFT BLANK**

**ARTICLE 207**  
**SNOW SERVICE**

It is not the intention to handle cars other than those required for snow service.

Trainmen will not be required to ride in snowplow or to operate Jordan Spreader either in work train or snow service.

Locomotives used for fighting snow will be manned by full train crew.

**ARTICLE 208**  
**HEAVY MATERIAL, GRAIN DOORS, TRAIN INSPECTION AND SEAL RECORDS**

- (a) Trainmen will not be required to load or unload car lots of Railway material, nor to load or unload heavy shipments of track and bridge material except in cases of extreme emergency.
- (b) Trainmen are not relieved of the duty of loading or unloading material such as is ordinarily placed in way cars for distribution.
- (c) Trainmen will not be required to load or unload grain doors in car lots, or to load or unload grain doors in smaller quantities except in cases of emergency when they may be required to load and unload, in wayfreight service, not more than twenty (20) sections on one trip.
- (d) At terminals where Carmen are employed, trainmen will not be required to inspect their train.
- (e) At points where station staff are employed, trainmen will not be required to take seal records or seal cars.

**ARTICLE 209**  
**UNASSIGNED SERVICE TERMINALS**

- (a) Home terminals for crews in unassigned service as at present established will not be changed except by mutual arrangement.
- (b) Terminals for crews in unassigned service are North Vancouver, Lillooet, Williams Lake, Prince George, Chetwynd and Fort Nelson.

**Note:** Mackenzie as well as Chetwynd is designated as an away-from-home terminal for Prince George unassigned crews.

- (c) Terminals for reduced crews in unassigned service will be in accordance with the above.
- (d) (i) Crews in unassigned service will be run first in first out of terminals on their respective subdivision except as otherwise provided. The first out crew ready for duty, runaround, will be paid eight (8) hours for each runaround retaining their original standing on train board.
- (ii) Where Cabooseless Conductor Only trains are operated Brakemen when required in unassigned service will be cycled independent from the Conductor at the away from home terminal and will make the return trip required by the Railway as follows:

- (1) A Brakeman, provided he is rested, may be called in advance of the Conductor with whom he arrived to fill a required position. A Brakeman may also be held beyond the order time for the Conductor with whom he arrived to fill a required position. Upon return to the home terminal, the Brakeman will take his regular turn.
  - (2) A Brakeman, qualified as a Conductor, may be withheld from his normal turn out of the away-from-home terminal to work as a Conductor on a subsequent train when there are no Conductors available at the terminal for that subdivision.
  - (3) When a Brakeman is withheld from his normal turn pursuant to (a) or (b) above, it will not be for a period exceeding 5 hours beyond the time the Conductor with whom he arrived at the away-from-home terminal reports for duty.
  - (4) A Conductor may be required to work as a required Brakeman on a train requiring a Brakeman from the away-from-home terminal when there are no Brakeman available at that terminal for that subdivision. In such circumstances, the two first-out available Conductors at the terminal will be used, the senior Conductor will fill the position as Conductor and both will be paid at the Conductor's rate of pay for that tour of duty.
- (iii) A Trainman in unassigned service ready and available for duty, who is not called for duty with the crew to which he is regularly assigned account of Railways error, will be paid hours earned by his regular crew on that trip and assume his position with his regular crew upon return.
- (e) When a crew has come on duty in turn and have their locomotive and commenced work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. This will not constitute a runaround.

#### **ARTICLE 210 TURNS AWAY FROM HOME**

Crews will not be held away from the home terminal to make more than one (1) round trip. If a crew does not wish to make a round trip away from home, the Conductor may book (home only) in the train register on his arrival at the away from home terminal and will not be called for trips other than to the home terminal unless no other crews are available. When exercising this option compensation for being runaround cannot be claimed.

#### **ARTICLE 211 CREW RUNNING OFF ASSIGNED SUBDIVISIONS**

Freight crews will be assigned to regular subdivisions and will be kept on those subdivisions, except in emergency on account of shortage of men or crew they may be required to go on another subdivision, in which case they must be changed off with the first unassigned crew on that subdivision met enroute.

Crews arriving at their own subdivision terminal when crews from another subdivision are about to be used, shall change off with said crews for the purpose of keeping crews on their own respective subdivisions, even though the crew about to be used has been called and started to work. This Clause will not be enforced when crews require rest.

Foreign crews arriving at a distant terminal in snowplow service should be allowed to return over the same route in snowplow service, or caboose hop, when available, regardless of their turn.

They should also be allowed to return over the shortest route back to their own home territory in freight service if necessary, but in which case they would take their turn out of the terminal.

When crews are run off their assigned territory, they may be returned to their own territory with caboose only and not wait to take their turn out of the foreign terminal which would be the case if they were required to handle a train out of the foreign terminal or to do any work on the line prior to arriving on their own territory.

**ARTICLE 212  
WORK TRAIN SERVICE AND SELF-PROPELLED EQUIPMENT**

**(A) WORK TRAIN SERVICE**

- (i) Work trains for the purpose of Article 212 are trains assigned to Maintenance.

Bulletins for work trains will indicate the normal work to be performed by the assignment.

- (ii) An assigned work train crew will consist of not less than one (1) Conductor and one (1) Brakeman.

- (iii) Trainmen assigned to work train service will be paid the following hourly rates of pay:

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Conductor</b>			
Per Hour S.T. for 8 hrs	\$26.93	\$27.73	\$28.57
Per Hour O.T. after 8 hrs	\$40.39	\$41.60	\$42.85
<b>Brakeman</b>			
Per Hour S.T. for 8 hrs	\$24.39	\$25.12	\$25.88
Per Hour O.T. after 8 hrs	\$36.58	\$37.68	\$38.81

- (iv) Trainmen assigned to work train service shall be paid not less than eight (8) hours for every working day so held but not including overtime lapping from previous day.

- (v) Road crews have the right to man work trains that are operated partly within switching limits and partly on the road adjoining.

With the exception of assigned road work train crews, yardmen shall man all work train service operating exclusively within the recognized confines of terminals where yardmen are employed and a spareboard is maintained.

Road crews called for work service will be paid under assigned work train rates and conditions.

- (vi) Assigned work trains will not be used for station switching.

(vii) Trainmen assigned to work train service will not be transferred or used in other service during a continuance of the assignment by a temporary suspension of the assignment for less than three (3) days, excepting that when a congestion of traffic occurs which the through freight crews on the territory are unable to handle, work trainmen may be used for that purpose.

(viii) Trainmen assigned to work train service will not be considered absent from duty from time work is through Saturday night until usual starting hour Monday morning, unless notified, in writing, before they are tied up Saturday night that they will be required. If so notified and not used, they will be paid not less than one day's pay at work train rates. Trainmen will be allowed to go home for Sunday if train service will permit and if it will not interfere with the work train service.

**Note:** The provisions of paragraph (viii) will not apply when the work train is working on Sunday to accumulate time off and when such accumulation of time is being taken off without pay.

(ix) Crews assigned to work train service may be laid up at intermediate points at the end of their day's work when necessary to do so.

(x) When the nature of the work is such that it is necessary for work trains to run in and out of terminals, they may do so without involving payment of runarounds or the crews being automatically released.

(xi) In the event of work train moving from one zone to another, awarded assignment will be considered discontinued, and train will again be bulletined.

**Note:** In the event of work train being moved from one zone to another for a period of less than seven (7) days, Clause (xi) will not apply.

(xii) Regular starting time will be advertised in bulletin calling for work trains and will apply when work train is tied up at any point To meet operating contingencies, starting time may be changed by three (3) hours providing that crew is notified the day before on completion of shift. When not so notified, bulletined starting time will apply. In cases of emergency, this understanding does not apply.

## **(B) SELF-PROPELLED EQUIPMENT**

(i) The Railway at its discretion may assign a Conductor to work with self-propelled equipment operating on the main track outside of yard limits.

(ii) The Railway at its discretion may assign a Conductor to work with self-propelled equipment operating in construction train service and if assigned such Conductor shall work within the conditions of Article 102 of the Collective Agreement.

(iii) Self-propelled equipment (with or without an assigned conductor) may handle two cars containing OCS material on the main track outside yard limits. When these cars are being handled a caboose may be supplied, but will not be considered an additional car. Two (2) gondolas or two (2) flatcars wired together constitute one (1) car when handling seventy-eight (78) foot rail.

(iv) Self-propelled equipment will not be used to switch cars, place loads or remove empties unless manned by a full crew.

- (v) Conductors if assigned to self-propelled equipment will be paid on the same basis as an assigned work train at the Freight Conductor's rate of pay. The same conditions will apply as on an assigned work train.

**ARTICLE 213  
TRACKMOBILE OPERATING WITHIN  
DESIGNATED AREA OF  
SQUAMISH CAR SHOPS**

- (1) Trackmobile must remain within the designated area only, and no person has the authority to take the trackmobile outside the designated area.
- (2) The trackmobile will handle within the designated area only cars repaired at, or for repair at the Squamish Car Shops.
- (3) All other cars to be handled in accordance with the Collective Agreement, within the designated area.

**ARTICLE 301  
PREFERENCE OF WORK AND PROMOTION**

- (a) Positions in assigned, unassigned and spareboard service will be advertised to take effect at each change of time table. In the event of no change of time table as of April 1st and October 1st, each year, whichever date comes first, and no change of time table is contemplated within thirty (30) days thereafter, all positions in assigned, unassigned and spareboard service will be advertised the same as if there had been a time table change. Positions will be advertised in accordance with section (l).
- (b) New jobs created and permanent vacancies, in passenger, mixed, wayfreight, switcher and work train service will be advertised for six (6) days to the system.
- (c) Trainmen in the zone will be allowed to apply and file on permanent vacancies during the bulletined period. Filing on will constitute a bid. If such trainman is not the successful applicant for the position he will revert to his former position.
- (d) A trainman not transferred within ten (10) days after assignment by bulletin, or date job commences, train service permitting, will be paid the earnings of position to which assigned if higher than the earnings of the position he is filling, up to and including date released.
- (e) A trainman who leaves his assignment, causing it to be bulletined, will not be permitted to again bid it in until it has been filled and again becomes vacant, unless he is the only applicant.
- (f) Trainmen assigned to regular trains will not normally be required to do work other than that to which they are regularly assigned, except in case of wrecks, emergencies, and when no other trainmen are available.

**Note:** In the event of the Railway desiring to use men on their days off, they will be notified before being released from duty that they are to be used the following day. If held and not used they will receive eight (8) hours pay.

- (g) A trainman returning from annual vacation or authorized leave of absence may exercise his seniority to any position in road service bulletined during his absence.

- (h) A trainman held for service other than that to which assigned, and not used shall be paid not less than he would have received on his assignment.
- (i) A trainman may transfer from one zone to another under the following conditions:
  - (1) To take a newly created or permanent position secured by bulletin;
  - (2) To take a newly created or permanent position which is filled under the six-day rule, provided he makes written application for same within the six day period and is the successful applicant;
  - (3) When displaced off an assigned position, or the assignment is fulfilled;
  - (4) When reduced and is unable to hold a regular position in unassigned service at terminal where he has been working;
  - (5) When unable to hold spareboard.
- (j) A trainman who secures a permanent position by bulletin, or in accordance with the six-day rule, must remain on same except as follows:
  - (1) He secures another position by bulletin or six-day rule;
  - (2) He gives ten (10) days notice, in writing, of his intention to revert to unassigned service in that zone.
- (k) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
- (l) Positions will be advertised in accordance with the following:

All positions will be bulletined as required both in CCO and Non-CCO territory. In CCO territory traditionally the bulletin will only provide for a Conductor however, the Railway has the right to add the number of required brakeman positions as deemed necessary by the company. In Non-CCO territory the bulletin will provide for a Conductor and brakeman however, the Railway will have the right to add a required brakeman should it be deemed necessary. All yard assignments will be bulletined for a Foreman and Helper.
- (m) When spare men are called for the same assignment the men called off the Spareboard will work as Foreman/Conductor.

**ARTICLE 302**  
**UNASSIGNED SERVICE**

- (a) Six-Day Rule
  - (i) New jobs created and permanent vacancies will be advertised for six (6) days to the system. Trainmen in the zone where the vacancy occurs will be allowed to apply and file on permanent vacancies or new positions during the bulletin period. Filing on will constitute a bid. If such trainman is not the successful applicant for the position he will revert to his former position. Filing on will apply to trainmen in the zone where the vacancy occurs only.

- (ii) It is not a requirement that the trainman securing the vacancy or job must have worked same during the sixty period as he may have been holding a preference position at the time, but he must have made written application prior to the expiration of the six-day period.
  - (iii) The six-day period means six (6) full twenty-four (24) hour periods from the time the vacancy occurred or job was open.
  - (iv) A trainman moving on to a position while it is open for the six-day period does not establish himself on the position and if displaced by a senior trainman before the expiration of the six-day period must return to the position from which he moved and cannot move to displace a trainman from a position that he had previously passed up. In other words, one position is open and goes to the senior trainman who has applied for it during the six-day period.
  - (v) Under this six-day rule, when two or more positions are open and are being filled during the six-day period, the senior trainman can displace on to the position of his choice which is open and it will not be necessary for him to displace the junior trainman as would be the case in respect to these positions after the Expiration of the six-day period.
- (b) When crews in unassigned service are reduced, the junior Conductor's crew will be reduced in a terminal. The senior trainman reduced who desires to remain on a rear-end position will be required to displace the junior rear-end trainman in unassigned service in that terminal.
  - (c) A trainman exercising seniority in unassigned service will only be permitted to displace the junior man in such service, due regard being given to rear-end preference.
  - (d) A trainman in unassigned service will be permitted to move from a head-end position for a rear-end position.
  - (e) A trainman displaced from a rear-end position in unassigned service may elect to remain on the crew for head-end position or move to displace the junior head-end man in that class of service.
  - (f) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 303**  
**TRAINMAN DISPLACED**

- (a) A trainman displaced will be notified in sufficient time (not less than two (2) hours) to permit removal of his personal effects from caboose. Failure, after due efforts, to find man for purpose of notifying him of being displaced, will not be justification for claim for compensation.
- (b) A trainman must place himself on a permanent position or spareboard before being permitted to place himself on a temporary vacancy.
- (c) A trainman displaced and electing to remain on the position from which displaced until the trainman who displaced him accepts a call, will be considered as still holding the regular position but when the trainman who displaced him accepts a call the displaced trainman will then move in accordance with schedule rules.
- (d) A trainman displaced from rear-end position in assigned service may exercise his seniority to another rear-end position in the same class of service in that zone or he will remain on the assignment for head-end position.

- (e) A trainman displaced from a temporary vacancy may displace any junior trainman off another temporary vacancy filled on the same day or during the time he was assigned to the prior temporary vacancy, or exercise seniority to a subsequent permanent position.

Note: Prior temporary vacancy is defined as a trainman's first temporary vacancy assigned to from his permanent position or spareboard, or any vacancy that closed out on the same day. The same to apply to trainmen returning from annual vacation or leave of absence.

- (f) A displaced trainman will place himself in accordance with schedule rules within forty-eight (48) hours, unless extension is granted by the Crew Supervisor. This to apply to the zone or system.
- (g) Unprotected employees have no right to a reducible position under this Article and may work a reducible position only when the Railway desires the position to be filled.

### **ARTICLE 304 TEMPORARY VACANCY**

- (a) A temporary vacancy is defined as a vacancy in a position caused by a regular occupant being absent from duty, or temporarily assigned to other duties for ten (10) days or more, but not more than fifty-five (55) days, after which the position will be bulletined as permanent. Known vacancies of more than ten (10) days will be bulletined immediately.
- (b) An employee securing a temporary vacancy will remain on such position until the regular man returns except that:
  - (1) He may be displaced by a senior employee.
  - (2) He may move if he is the successful applicant to a temporary position for a Conductor or a permanent bulletined position.
  - (3) If a permanent Conductor's position arises on a crew on which a trainman is working a temporary vacancy, the trainman may exercise his seniority to work such position until the bids have closed. This to apply only on the crew on which he is working.
  - (4) When an employee has been assigned a temporary vacancy account no applications received he may make one move to another temporary vacancy that becomes available after he has been assigned. This does not take away his right to move under the schedule rules.
- (c) Temporary vacancies will be bulletined for three (3) days to the zone where they exist: During the bulletined period Conductors' positions will be filled in accordance with the provisions of Article 305 (c) and Brakemen positions will be filled from the spareboard.
- (d) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.

**ARTICLE 305  
CONDUCTORS POSITIONS**

**(Non-Cabooseless Conductor Only)**

- (a) A Brakeman performing spare Conductor's work will, on completion of such spare work, revert to the position to which last assigned prior to taking spare Conductor's work.
  
- (b) A Conductor holding a permanent position as such, may on being reduced or displaced, assign himself to any position at any terminal that his seniority entitles him to. When placing into assigned service, he will be governed by "Preference of Work and Promotion" rule. When placing into unassigned service, he will be governed by "Six-Day Rule".
  
- (c) A Conductor laying off for less than ten (10) days will be relieved in the following manner:

First: The senior qualified man on the crew;

Second: The first out qualified man on the spareboard;

Third: The junior available qualified man in that terminal in that class of service will be called;

Fourth: The junior available qualified man in that terminal will be used.

The above provisions will apply to spare Conductor or Pilot.

**ARTICLE 305A  
MANNING REQUIRED POSITIONS**

**(Cabooseless Conductor Only)**

- (a) A Conductor assigned to a Cabooseless Conductor Only train, absent for less than ten (10) days will be relieved in the following manner:

First: The senior qualified trainman on the crew;

Second: The first out qualified trainman on the spareboard;

Third: The next available qualified trainman in that class of service (close the pool);

Fourth: The junior available qualified trainman in that 1) terminal, 2) zone.

The above provisions will apply to spare Conductor or Pilot.

**ARTICLE 306**  
**NO APPLICATIONS RECEIVED**

**(Non-Cabooseless Conductor Only)**

- (a) When no applications are received for a required brakeman's position the following steps will be utilized to fill the position:

First: In the terminal, MBR status employees on the spareboard must bid to protect their MBR, no bids, the junior spareboard employee will be assigned.

Second: In the zone, when no applications received by MBR status employees, when practicable, the junior MBR status employee on the spareboard will be assigned.

Third: If no MBR status employees in the zone, if practicable, the junior MBR status employee on the spareboard from the adjacent zone will be assigned.

When no MBR status employees are available in the zone or adjacent zone, on the spareboard, and no applications are received for a required brakeman's position, the senior competent brakeman cut-off the spareboard in the zone, the junior competent Brakeman cut-off on the system will be assigned as soon as available. In the meantime the junior competent brakeman on the spareboard in the zone will be assigned.

- (b) When no applications are received for a Conductor's position, the junior qualified Conductor on the spareboard in that terminal will be assigned. If no such man, the junior qualified man not working as such in road service in that terminal will be assigned.

If no such man, the junior qualified man on the closest spareboard in the zone will be assigned. If no such man, the junior qualified man not working as such in road service in that zone will be assigned.

- (c) be allowed to revert to his former position, if he desires, when these Clauses (a) and (b) no longer apply to him.

- (d) Zones

Zones are as follows:

- North Vancouver to but not including Lillooet.
- Lillooet to but not including Williams Lake.
- Williams Lake to but not including Prince George.
- Prince George to but not including Chetwynd but including to the end of steel on the Takla Subdivision.
- Chetwynd to Dawson Creek and Chetwynd to Beatton.
- Ft. Nelson south to but not including Beatton.

**ARTICLE 306A**  
**NO APPLICATIONS RECEIVED**  
**FOR REQUIRED POSITIONS**

**(Cabooseless Conductor Only)**

- (a) When no applications are received for a required permanent or temporary Conductor's position for a Cabooseless Conductor Only train, the position will be assigned in the following manner:

- First: In the terminal, MBR status employees on the spareboard must bid to protect their MBR, no bids, the junior spareboard employee will be assigned.  
In the zone, when no applications received from MBR status employees, when practicable, the junior MBR status employee on the spareboard will be assigned.  
If no MBR status employees in the zone, if practicable, the junior MBR status employee on the spareboard from the adjacent zone will be assigned.
- Second: The senior qualified employee cut off the spareboard in the 1) zone 2) system will be assigned as soon as available; in the meantime
- Third: The senior qualified trainman on that crew will be assigned.
- Fourth: When practicable, the junior qualified trainman not working as a conductor in that 1) terminal 2) zone will be assigned.
- Fifth: When practicable, the junior qualified employee on the spareboard in the 1) terminal, 2) adjacent zone, 3) system will be assigned.

- (b) In Cabooseless Conductor Only operations when no applications are received for a permanent or temporary required position, other than a Conductor, the position will be assigned in the following manner:

- First: In the terminal, MBR status employees on the spareboard must bid to protect their MBR, no bids, the junior spareboard employee will be assigned.  
In the zone, when no applications received from MBR status employees on the spareboard will be assigned.  
If no MBR status employees in the zone, if practicable, the junior MBR status employee on the spareboard from the adjacent zone will be assigned.
- Second: The senior employee cut off the spareboard in the 1) zone 2) system will be assigned; in the meantime
- Third: When practicable, the junior employee on the spareboard in the 1) terminal 2) zone will be assigned.
- Fourth: The junior employee on the spareboard in the adjacent zone will be assigned.

- (c) An employee forced to fill a position under (a) or (b), will be allowed to revert to his former position, if he desires, when these Clauses (a) and (b) no longer apply to him.

#### **(d) Zones**

Zones are as follows:

- North Vancouver to but not including Lillooet
- Lillooet to but not including Williams Lake
- Williams Lake to but not including Prince George
- Prince George to but not including Chetwynd but including to the end of steel on the Takla Subdivision
- Chetwynd to Dawson Creek and Chetwynd to Beatton
- Fort Nelson south to but not including Beatton

#### **ARTICLE 307 SPAREBOARD**

- (a) At points where spareboards are maintained spare trainmen will be run first in, first out; if runaround, spare man will be entitled to eight (8) hours pay at the rate of the service he would have performed if called in his proper turn and retain his standing on the spareboard. Penalty feature of this rule will not apply when it is necessary to call competent men.
- (b) When a regular employee finds he is unable to perform his duties and cannot give the Railway one (1) hour's notice before train for which he is called is ordered to leave, in which to call the spare man entitled to the run, the most available spare men will be called and spare men runaround under these circumstances will not be paid runarounds.
- (c) Spare trainman filling a vacancy at an outlying point other than a temporary vacancy obtained on bid, if released on the weekend will be returned to the spareboard at his home terminal. If not released, he will be paid eight (8) hours pay for each day held and not used.
- (d) A trainman who arrives at a terminal and is later reduced to the spareboard, will be placed on such board taking his turn from the time he arrived at the terminal.
- (e) It is in order for a trainman to take the spareboard in preference to a regular position but when this is done, trainman must remain on the spareboard until such time as he can move in accordance with schedule rules.
- (f) When a trainman is unable to hold a spareboard at his home terminal and takes work elsewhere, he must, at that time, notify the crew office in writing of his intention to return to his home terminal. This is not to apply to trainmen who bid into yard service.
- (g) When two (2) spare men are called at the same time on the same day to go to work on a job away from home terminal, the man first out on the spareboard will remain and the man second out on the spareboard will return when the first regular man returns to duty. When two (2) spare men are called on different dates to work on the same job away from home terminal, the man first out will return and the man second out will remain until relieved.
- (h) There shall be at least one spareboard in each zone except for the zone defined as "Fort Nelson south but not including Beatton". However, should the need arise in the Fort Nelson zone a spareboard may be established at the Railway's discretion.

- (i) In establishing spareboards pursuant to its authority under Article 308(a) and to prevent forcing protected trainmen from moving to another zone or another crew, and to reduce to a minimum the possibility of forcing unprotected employees from one zone to another, the Railway, in determining the size of spareboards, will consider such factors as annual vacation, banked time, sickness and rest requirements.
- (j) No employee will be reduced from any spareboard(s) in his zone if the hours on that spareboard(s) in the preceding week were thirty-five (35) hours or more per man at that terminal.

Any Employee who has been reduced from any spareboard(s) in his zone and is working in another zone will be returned to his home terminal when the hours on that spareboard(s) have exceeded thirty-five (35) hours or more per man during the preceding week.

This is not to apply to trainman who bid into yard service.

Spareboard employees who start more than one yard shift in a twenty four (24) hour period will be paid time and one half for all shifts started after the first shift in the twenty four (24) hours.

The foregoing provision is intended to meet the economic and operational needs of the Railway as well as the contractual rights of employees and shall be administered accordingly.

#### **ARTICLE 308 SPAREBOARD GUARANTEE**

- (a) Where spareboards are established, the number of employees to be maintained on a spareboard shall be regulated by the Railway.
  - (i) In the event spareboard positions are increased due to operational requirements in Cabooseless Conductor Only territory, the position(s) will be assigned in the following manner:
    - First: The junior employee working a reducible position in the 1) terminal, 2) zone, 3) adjacent zone in either direction.
    - Second: The senior employee cut off in the 1) terminal, 2) zone.
    - Third: Senior employee cut off the system.
  - (ii) In the event spareboard positions are increased due to operational requirements in Non-Cabooseless Conductor Only territory, the position(s) will be assigned in the following manner:
    - First: The senior employee cut off in the 1) terminal, 2) zone, 3) adjacent zone in either direction.
    - Second: Senior employees cut off the system.

- (b) An employee on a spareboard who is available for duty for the entire checking period will be guaranteed for such pay period an amount equal to the monetary value of sixty (60) hours at the brakeman's rate of pay, subject to the following conditions:
- (i) Except as provided in sub-section (ii) of this section (b) the guarantee will be reduced by eight (8) hours pay at the brakeman's rate of pay each time an employee books sick or is otherwise not available for duty and additionally for each subsequent twenty-four (24) hour period or major portion thereof commencing at the expiration of the twenty-four (24) hours after the time such employee first booked sick or otherwise made himself unavailable for duty or for each call missed or for each occasion on which an employee books in excess of fourteen (14) hours rest. The latter condition does not preclude the calling of an employee for duty after expiration of eight (8) hours rest if no other spare employee is available for duty. However, in the event an employee is called and is not available for duty for any reason between the expiration of the eighth hour and the fourteenth hour, no reduction shall be made in his guarantee.
  - (ii) The reduction in the guarantee for any reason specified in subsection (i) of this section (b) shall be the equivalent of nine (9) hours pay at the brakeman's road rate of pay when such reductions are made in respect of a tour of duty commencing at or between 2359 on Friday and 2359 on Sunday.
  - (iii) An employee on a spareboard who is subject to more than two (2) reductions in the amount of the guarantee payable to him pursuant to the provisions of sub-section (i) of this section (b) will not be entitled to any guarantee for the checking period.
- (c) An employee entitled to the guarantee under the provisions of this Article 308 who is assigned by the Railway to spareboard for only a portion of a checking period will be paid his full proportion of the guarantee prorated, exclusive of time assigned in road or yard service.
- (d) In the calculation of guarantee payments provided for under the provisions of this Clause, all compensation paid to the employee will be used to make up the guarantee.

The railway will, when an employee elects to bank a general holiday, reduce the employees guarantee should the employee be eligible for guarantee payments. This deduction will be made only at the time the employee elects to bank the general holiday (i.e. when the employee elects to take the general holiday which he has previously banked no deduction from the employees guarantee will be made).

### **ARTICLE 309 DEDUCTION OF UNION DUES**

The Railway shall deduct on the payroll from the pay period which contains the 24th day of the month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly Union Dues of the United Transportation Union Locals Nos. 1923 and 1778 subject to the conditions and exceptions set forth hereunder:

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

- (b) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- (c) Union dues deductions for new employees shall commence on the first pay period which contains the 24th day of the month.
- (d) If the wages of an employee payable on the payroll for the pay period which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railway in such pay period. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- (e) Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the Agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- (f) Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railway, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- (g) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- (h) The Railway shall not be responsible financially or otherwise either to the Union or to any employee, for failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Union, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
- (i) The question of what, if any, compensation shall be paid the Railway by the Union in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- (j) In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to the first paragraph of this Agreement, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

**ARTICLE 401  
RATES OF PAY FOR YARD SERVICE**

	July 23, 2007	July 23, 2008	July 23, 2009
Foreman			
Per Day	\$215.49	\$221.95	\$228.61
Per Hour S.T.	\$26.94	\$27.74	\$28.58
Per Hour O.T.	\$40.41	\$41.62	\$42.87
Helper			
Per Day	\$202.76	\$208.84	\$215.11
Per Hour S.T.	\$25.34	\$26.11	\$26.89
Per Hour O.T.	\$38.02	\$39.16	\$40.34

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

An unassigned crew called for yard switching will be paid under yard rates and conditions for the day.

**YARD SERVICE RULES**

**RULE 1**

**FIVE DAY WORK WEEK**

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

**RULE 2**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

### RULE 3

- (a) When service is required by the Railway on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this Article, have five (5) consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those the employee or employees relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.
- (b) Where regular relief assignments cannot be established for five (5) consecutive days on the same shift, as provided for in Rule 3 (a), such assignments may be established for five (5) consecutive days with different starting times on different shifts on different days, providing such starting times are those of the employee or employees relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.
- (c) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Rule 3.
- (d) Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of a crew. Representatives of the Railway and of the employees will cooperate in designating days off of individual members of a crew.

**Note:** It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered an operational problem.

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

### RULE 4

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

If the Railway contends it is not practicable to grant two (2) consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the Railway and representatives of the employees will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off.

If such representatives fail to agree, the Railway may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Railway to prove that it was not practicable to grant two (2) consecutive days off.

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

#### **RULE 5**

Any shift in yard service in excess of ten (10) straight-time shifts worked by a spare trainman in a checking period will be paid for at time and one-half rate. It is recognized that the Railway is entitled to have a spare trainman work ten (10) straight-time shifts in yard service in a checking period.

Spare trainmen who have worked ten (10) straight-time shifts in yard service in a checking period will remain on the spareboard, but will not be used in yard service during the remainder of that period if other spare trainmen are available.

In the application of this rule it will be incumbent upon spare trainmen to notify the proper Officer of the Railway when they have completed ten (10) straight-time shifts in yard service in any checking period and failing to do so should they be used in excess of ten (10) straight-time shifts in any checking period, they will be compensated on the basis of straight-time rates for such excess work.

#### **RULE 6**

Nothing in this Article shall obligate the Railway to work a spare man at overtime rate when there is a spare man who could work at straight-time rate.

#### **RULE 7**

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

#### **RULE 8**

- (a) Work performed by regular relief men on assignments which conform with the provision of Rule 3 shall be paid for at the straight-time rate.
- (b) Regular assigned employee worked more than five (5) straight-time eight (8) hour shifts in yard service in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:
  - (i) Where days off are being accumulated under Rule 4 of this Article;
  - (ii) When changing off where it is the practice to work alternately days and nights for certain periods;
  - (iii) When working through two (2) shifts to change off;
  - (iv) Where exercising seniority rights from one assignment to another;

- (v) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

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

- (c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in (b) of this Rule, be utilized in computing the five (5) straight time eight (8) hour shifts referred to in (b) of this Rule 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- (d) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two agreements be combined in any manner in the application of this Article.

#### **RULE 9**

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

#### **RULE 10**

- (a) Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.
- (b) None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this Agreement which is not now subject to starting time rules.

#### **RULE 11**

- (a) Eight (8) hours or less shall constitute a day's work.
- (b) Should a Foreman or Helper after commencing work on a crew be detached therefrom and required to perform service on another crew, he shall be compensated not less than a minimum day on each crew.
- (c) Overtime

Yardmen assigned to regular shifts who are required to work in excess of eight (8) consecutive hours, or who are required to commence work on a second tour of duty within twenty-four (24) hours of the starting time of the preceding shift paid for at straight-time rate, will be paid for time worked in excess of eight (8) hours' continuous service and for the second tour of duty at one and one-half times the straight-time rate, except:

Yard Helper assigned to regular shift who is required to commence work on a second tour of duty as Foreman within sixteen (16) hours of the starting time of the preceding shift will be paid for the second tour of duty at one and one-half times the straight-time rate.

## **RULE 12**

### **STARTING TIME**

- (a) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as is practicable assignments shall be restricted to eight (8) hours work.
- (b) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight (48) hours advance notice.
- (c) Where three, eight (8) hour shifts are worked in continuous service the time for the first shift to begin work will be between 0630 and 0800; the second 1430 and 1600; and the third 2230 and 0001.
- (d) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Clause (c).
- (e) Where two shifts are not worked in continuous service, the time for the first shift to begin work, will be between the hours of 0630 and 1000; and the second not later than 2230.
- (f) Where independent assignments are worked regularly, they can be started at any time, subject to Clause (b).
- (g) At points where only one yard crew is regularly employed, they can be started at any time subject to Clause (b).

**Note:** Exceptions to the above may be made to cover local requirements where mutually agreed to between the appropriate Officer of the Railway and the General Chairman.

### (h) Lunch Period

Yard crews will be allowed thirty (30) minutes for lunch between four (4) and five (5) hours after starting work without deduction in pay.

- (i) Yard crews will not be required to work longer than five (5) hours without being allowed thirty (30) minutes for lunch with no deduction in pay or time.

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

### (j) Rest

A Yardman may book rest after eight (8) hours on duty.

### (k) Designated Point For Going On And Off Duty

Yard crews shall have a designated point for going on and off duty and their pay shall continue until they reach the point at which they started to work. The point for going on and off duty will be governed by local conditions. It is understood that the place to report will not be confined to any definite number of feet; but the designation will indicate a definite and recognized location.

### **RULE 13**

When a yard shift is required to start at midnight it will be assigned for the crew to begin work as a unit at 0001. This time will establish the date of the ticket for pay purposes.

### **RULE 14**

(a) Full Crew

A yard crew shall consist of not less than one (1) Foreman and one (1) Yard Helper.

(b) Incompetent Yardmen

Yard Foremen will not be compelled to work with an incompetent Yardman, after such man has been reported in writing to the proper authority, unless his incompetence is disproved. Yard Foremen will not be compelled to work with two (2) inexperienced Yardmen, if experienced yardmen are available.

### **RULE 15**

### **GUARANTEE**

Regularly assigned yardmen who do not lay off of their own accord will be paid not less than the number of days in the month, less the bulletined days off of the assignment and General Holidays; as specified in Article 131, or their proportion thereof when an assignment is created or discontinued. Overtime and allowances for specified holidays provided in Article 131 will not be applied against the guarantee. This will not apply to spare men.

### **RULE 16**

In yards where car repairers or car inspectors are on duty for the purpose of inspecting trains, yardmen will not be required to couple or uncouple steam or signal hose, couple or uncouple safety chains or unfasten vestibule curtains; nor will they be required to handle cars on repair tracks that have no drawbars, unless chained up by the Car Department. This Rule will not restrict yardmen from coupling or uncoupling air hose. Yardmen will not be required to work with a locomotive that is not properly equipped with foot boards, grab irons, automatic couplers and headlights.

Yardmen will not be required to move cars by the use of a stake, cable or chain between locomotive and cars or between cars except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with the first paragraph of this Rule.

**RULE 17  
ADVANCE CALL**

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

**RULE 18  
SELF-PROPELLED EQUIPMENT**

- (1) If at the Railway's discretion, a Conductor is assigned to work with self-propelled equipment employed wholly within a semi-closed yard during a normal working day, the Conductor will receive yard rates and conditions.
- (2) Should the Railway at its discretion, assign a Conductor to work in the Prince George Work Equipment designated area and adjoining interchange protected by derail (to be defined by a separate letter of understanding), the following provisions will apply:
  - (a) They will not be required to work outside of the defined area.
  - (b) They will be required to work with a Maintenance of Way Supervisor in planning movements.
  - (c) They will be required to organize the movements of equipment within the work equipment area and adjoining interchange, but will be responsible only for movements which they personally supervise.
  - (d) They will receive yard rates and conditions except that:
    - (i) They will take lunch period during the period taken by the work equipment staff.
    - (ii) The starting time will be consistent with the normal starting time of the work equipment staff, unless otherwise instructed.

**RULE 19**

- (a) Self-propelled equipment except as otherwise provided, will not be used to switch cars, place loads or remove empties unless manned by a yard crew. This however, will not prevent the use of such self-propelled equipment without yard crews in the moving of cars or empties along tracks where they are being loaded or unloaded of material on shop yard tracks or material tracks.
- (b) The above provision to use a yard crew will only apply when such cars, loads or empties are not incidental to the work being performed by the self-propelled equipment. When such cars, loads or empties are incidental to the work being performed the Railway at its discretion may assign a Conductor to work with the self-propelled equipment.

## **RULE 20**

When a regular yardman lays off and does not give the Railway forty (40) minutes notice before the time of the tour of duty for which he is called is ordered, in which to call the spareman entitled to such tour, the most available protected spareman will be called and sparemen run around under these circumstances will not be paid runarounds. If no protected sparemen in the zone are available, the crew may run reduced.

## **RULE 21 SWITCHING LIMITS**

The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities and/or territorial extension of facilities, must be recognized.

Switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiation between the proper Officer of the Railway and the General Chairman.

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

Present switching limits are designated as follows:

### **NORTH VANCOUVER**

Between Mileage 3.1 on the North and by Lonsdale Avenue on the South.

### **SQUAMISH**

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

### **WILLIAMS LAKE**

Between Mileage 318.5 on the North and Mileage 310.0 on the South.

### **QUESNEL**

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

### **PRINCE GEORGE**

Between Mileage 474.0 on the North and Mileage 456.5 on the South.

### **KENNEDY**

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

### **CHETWYND**

Between Mileage 662.8 on the North and Mileage 658.0 on the South and extends to Mileage 11 North on the Dawson Creek Subdivision.

### **FORT ST. JOHN**

Between Mileage 730.0 on the North and Mileage 702.0 on the South.

## DAWSON CREEK

Between Mileage 59.5 Dawson Creek Subdivision on the South and on the North by North end of Interchange Track at Mileage 66.0.

### **RULE 22**

Where trainmen or yardmen are available, Trainmaster, Yardmaster and Assistant Yardmaster (excluding foot-board Yardmaster) will not be used to perform yard work such as herding or switching with road or yard engine. Nothing herein, however, will operate to prevent such supervisors from performing minor duties under circumstances where yardmen would not be deprived of the work.

At the time a reduced crew arrangement is introduced at specific locales, the Railway will advise its managers and supervisors to ensure that Rule 22 of Article 401 is adhered to.

### **RULE 23**

Yardmen will not be required to operate weight scales. Yardmen will not be required to water livestock.

Yardmen will not be required to fill water cars, except in emergency, or in the event there is no man of the Mechanical or Maintenance of Way Departments on duty and available who can be used.

Yardmen will be furnished with a caboose in transfer service, also on other extended runs justifying same.

### **RULE 24**

#### **MANNING OF REGULAR YARD ASSIGNMENTS**

A yard assignment is one established by bulletin.

All yard assignments will become vacant and shall be advertised to trainmen as of April 1st and October 1st, each year.

All assignments as of April 1st and October 1st and subsequent new assignments will be bulletined for a period of at least six (6) days to all men on the system and given to the senior qualified applicants.

Successful applicants must remain in yard service in the yard to which assigned for six (6) months, or for the duration of the unexpired term, i.e. April 1st to September 30th, or October 1st to March 31st, except in the event of a reduction in the number of yard assignments, men ranking junior as yardmen in that yard will be permitted to return to road service.

## RULE 25

### (a) Filling Positions

- (i) Temporary vacancies of five (5) days or more will be bulletined for three (3) days to the yard where vacancy exists and given to the senior qualified applicants.

A Yard employee who leaves his assignment, causing it to be bulletined, will not be permitted to again bid it in until it has been filled and again becomes vacant, unless he is the only applicant.

During the bulletined period Foreman's positions will be filled in accordance with the procedures of subsection (a) (ii) of this Rule and Helper's positions in accordance with subsection (a) (iii) of this Rule.

- (ii) A Yard Foreman on leave of absence for less than five (5) days will be relieved by the senior qualified Helper on the crew. If no such man on the crew, will be relieved from the spareboard on a first-out basis. If there is no qualified man on the spareboard, the junior qualified Foreman not working as such in that yard will be used. If there is no qualified man in the yard, the junior qualified man available in that terminal will be used.
- (iii) A helper on leave of absence for less than five (5) days will be relieved from the spareboard on a first-out basis.
- (iv) If no applications received for the position of Yard Foreman, the position will be assigned in the following manner:

First: the junior qualified man on the spareboard in that terminal.

Second: the junior qualified Foreman not working as such in that yard.

Third: the junior qualified spareboard man in the zone.

Fourth: the junior qualified man not working as such in that zone.

- (v) When no applications are received for a non-reducible Helpers' position, the senior competent Brakeman cut-off the spareboard in the zone will be assigned as soon as available. If none in that zone, the junior competent Brakeman cut-off the system will be assigned as soon as available. In the meantime, the junior competent Brakeman on the spareboard in the zone will be assigned.
- (vi) When a spareman is placed to fill a position in yard service, account no bid received, he shall be permitted to bid out to a permanent position in road service and if successful shall be relieved.
- (vii) When a man holding a regular position in road service is forced to fill a position in yard service he will be allowed to revert to road service when he is no longer the junior qualified man required to fill the position in yard service and will also be permitted to bid on bulletin positions in road service. Foreman may bid for Conductor positions only, but helpers may bid for both Conductor and Brakeman positions, and if successful will be relieved.

(viii) Positions which have been advertised as permanent but do not work in excess of fifteen (15) yard shifts will be considered as temporary, and men will return to their former positions when released, except they may exercise seniority to new position created during that period.

(ix) A protected trainman forced to fill a position under (iv) and (v) of this Rule will revert to his former position if so desired when clause (iv) and (v) no longer apply to him.

(b) Yard Rights of Trainmen in the Yard to Which Regularly Assigned

(i) Yardmen will have the right to work overtime shifts in yard service when spare trainmen are not available.

(ii) Trainmen assigned to regular yard service either by bid or by being forced, will have prior rights to all regular yard jobs in the yard to which they are assigned until March 31st or September 30th of each year, whichever day comes first. Such prior rights will not extend to any other yard, but will apply to all regular yard jobs in the yard to which assigned except that a yardman may make one move, from one yard to another, on permanent assignment by bulletin only, between the dates as shown above and he will retain full yard seniority rights in the yard to which he moves.

Interpretation:

That part of the second sentence which reads in part: "except that a yardman may make one move, from one yard to another, on permanent assignment by bulletin only . . ." will be applied on a bulletined permanent job as follows:

First Step      Men assigned on April 1st or October 1st in that yard will be given preference in seniority order, followed by those with subsequent date in that yard in seniority order.

Second Step    Men from another yard who were assigned on April 1st or October 1st in seniority order, followed by those with subsequent dates in another yard in seniority order.

Third Step      If no application is received from assigned yardmen, preference will be given to trainmen in seniority order. Men moving under Step 2 must go on the job bulletined but thereafter may exercise trainmen's seniority on subsequent vacancies, permanent or temporary in yard transferred to.

(iii) Trainmen assigned to yard service on the same date will rank as yardmen in the order of their seniority as trainmen. Trainmen entering yard service on subsequent dates will rank junior as yardmen regardless of their seniority as trainmen.

(iv) In the event that a yard assignment is canceled, seniority in that yard must be exhausted as Foreman and Helper on permanent and temporary positions before reverting to road service.

**RULE 26**  
**MANNING OF EXTRA YARD ENGINES**

In the manning of an extra yard engine, a crew will be set up from the spareboard. If the crew is started at a time when no promoted men are available on the spareboard, the following will apply: Between the hours of 0630 and 2359 of the same day, the Helper with the senior Foreman's rating starting at the same time in that particular yard, and if none are available at that starting time, the one from the closest following shift will be used when proper notice is given him, two (2) hours being considered sufficient.

**Note:** The above provisions will apply to spare Conductor-Pilots.

Extra yard engines in service five (5) consecutive days. the starting time of which has not varied more than one (1) hour and thirty (30) minutes on any one of the five (5) days, will thereafter be considered a new assignment

When a new yard assignment is established under paragraph 2 of this Rule, yardmen electing to move must do so at the first opportunity, i.e. when bulletin advertising this new assignment is issued.

**ARTICLE 402**  
**CONTRACTING OUT**

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

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

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

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

- 402.4** It is understood that if a third party arbitrator finds that the Railway has not engaged in proper consultation pursuant to this article, the arbitrator may assess damages against the Railway
- 402.5** The introduction of a contractor into a Railway operation will not result directly in the loss of employment of any permanent full-time employee except where justified by special circumstances.
- 402.6** Pursuant to Clause 402.5, should a dispute arise concerning the justifiable special circumstances, the parties agree to refer the matter to Umpire Vince Ready (or an alternative appointed by Vince Ready) on an expedited basis, for a final and binding resolution.

**ARTICLE 403  
LOCAL RULES**

- (1) Rules which are necessary to meet local conditions and which do not conflict with the provisions of this Agreement may be negotiated between the Manager, Labour Relations of the Railway and the General Chairman of the Union and made effective.
- (2) Local rules that have been negotiated and made effective according to the provisions of paragraph (1) of Local Rules of the Collective Agreement, are subject to cancellation or revision upon sixty (60) days written notice from either party.

**UNDERSTANDINGS AGREED UPON**

As a result of discussions of mutual problems arising from the administration of the Collective Agreement, the following "understandings" have emerged and are accepted by both parties:

- (1) The office of the Crew Supervisor will provide Local Chairman with a daily summary of the transactions of his office in respect of the regulation of crews and spare men. Contents of the summary to be agreed upon between the Local Chairman and the Crew Supervisor.
- (2) Regular Yardmen who make themselves available for extra work, and then not available when called, are not subject to discipline.
- (3) Instructions will be issued to the Crew Supervisor to allow leave to the General Chairman and two (2) local Chairmen on request.
- (4) Bad order cars will be handled on rear of train and crews will be notified when handling same.
- (5) When a crew is unduly delayed at the initial terminal, crew may advise the proper Officer of its desire to eat at the terminal instead of between terminals.
- (6) Safety Conditions -- to be handled on a cooperative basis.
- (7) Yard Shelters -- Railway to provide for improved facilities at all points where yard crews are established.

Understandings reached on August 27, 1973 are as follows:

- (8) The Railway will continue to assume responsibility for the cost of legal counsel for court action resulting from mishaps involving employees in the performance of their duties in the Railway's service.
- (9) When a cook car is included in the equipment of an assigned work train and for unforeseen reasons the work train crew is unable to obtain a regular meal at the cook car and are authorized to obtain the meal at a restaurant, the Railway will absorb meal costs over and above the current cost of meals served in a Railway cook car. When it is necessary to supply a work train with food supplies instead of meals, crew members will be required to sign for the regular meal deduction to cover the amount of food issued.
- (10) Parking spaces with heater plugs are presently installed at some terminals and expansion of this program will continue on a progressive basis, with priority given to Lillooet.
- (11) It is understood that a joint inspection will be made of lunchroom, toilet and washroom facilities for Yardmen for the purpose of providing for these facilities where they are now nonexistent and to upgrade present facilities where necessary and warranted.

It is understood that the inspection contemplated in the foregoing understanding will be made at any time either party proposes any change in the requirements of the present facilities or the need of new facilities.

Understanding reached on August 5, 1976 is as follows:

- (12) Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.

Understanding reached on February 22, 1980 is as follows:

- (13) In applying the guarantee an employee will go out in his regular turn if he has less than eighty (80) hours accumulated towards overtime.

Where trainmen are available to work at straight-time rates, a trainman in road service may book off at his home terminal after accumulating eighty (80) hours in a checking period.

**ARTICLE 404  
COUNCIL FUNDING**

Intentionally deleted in its entirety per Comprehensive Memorandum of Settlement effective November 17, 2004.

**ARTICLE 405**  
**UNION-MANAGEMENT CONSULTATION**

(1) The Railway and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise during the term of the collective agreement between the parties.

(2) OBJECTIVES AND FUNCTIONS

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

Consultation is a process of seeking information, providing advice and exchanging views on specific matters; it is a means of fostering each party's understanding of the other party's problems and attitudes.

The consultation process allows the parties the opportunity to develop meaningful dialogue, to bring forth their differing points of view, and, in a spirit of good faith attempt to find solutions to concerns and problems raised by each other.

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

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

(3) MATTERS FOR DISCUSSION

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

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

(4) MEETINGS

Meetings with the union will be held once every four (4) months although more frequent meetings may be held if the parties are agreed that there are significant matters for discussion.

## (5) PARTICIPANTS IN THE CONSULTATION PROCESS

When the Railway meets with the union, the total number of official Union and Railway representatives will not exceed six (6), three (3) each from the union and the Railway.

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

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

## (6) PROCEDURES

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

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

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

## **ARTICLE 406 REDUCED CREW CONSIST QUESTIONS AND ANSWERS**

The following questions are agreed between BC Rail and the United Transportation Union as of July 7, 1988:

1. **Q.** Is the Railway allowed to reduce the number of protected employees through discharge or promotion?
  - A.** No. A protected employee discharged or promoted will be replaced by the senior unprotected employees which employee shall gain and retain protected status. If there are no unprotected employees on the seniority list new employees will be hired within 30 calendar days to replace the discharged or promoted employees.
  
2. **Q.** Which employees are designated as unprotected employees?
  - A.** Those employees hired after July 6, 1985.
  
3. **Q.** Do unprotected employees have bidding rights to a non-reducible position?
  - A.** Yes.

4. **Q.** Does an employee on the spareboard who is first-out have preference of assignment when the assignments have the same start time?
- A.** Yes, if the employees status and qualifications (protected or unprotected) allows him to work both assignments.
5. Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
6. **Q.** What if a discharged employee returns to service within two (2) years, or a promoted employee returns to service within six (6) months?
- A.** The junior protected employee shall return to unprotected status at his unprotected date.
7. **Q.** If a protected employee returns to service after two (2) years, of a discharge or after six (6) months of a promotion, then does the junior protected employee return to unprotected status?
- A.** No, he retains all rights of an employee on protected status.
8. **Q.** When will the railways provide positive rear-end protection on trains that are running reduced for the purpose of avoiding the need to flag?
- A.** Wherever possible.
9. **Q.** Will train crews running reduced be required to start switching or begin a road trip without radios?
- A.** No.
10. **Q.** Will reduced train crews be censored or disciplined in any manner for refusing to start switching or begin a road trip if portable radios are not provided?
- A.** No.
11. **Q.** Will the railway be obliged to call a first out protected employee in case of emergency?
- A.** No, the most available man may be used.
12. Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
13. **Q.** When a yard employee lays off and does not give the railway forty (40) minutes notice before he is required for duty will the crew run reduced?
- A.** Yes, if a protected spareman is available on the spareboard, the first out spareboard man will be called.
14. **Q.** Must the Railway consider such factors as annual vacation, banked time, sickness, and rest requirements in determining the size of a spareboard?
- A.** Yes.
15. Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
16. Intentionally deleted as per Memorandum of Agreement, effective July 19, 1999.
17. **Q.** Will the protected man subsequently exercising his seniority in assigned service have the right to displace on to a crew of his choice in that class of service?
- A.** Yes.

- 18. Q.** Which employees are designated as protected employees?
- A.** Employees on the trainman's seniority list as of July 6, 1985 and those who become protected due to discharges and promotions.
- 19. Q.** Must jobs that are classed as non-reducible as per the crew consist arbitration be manned at all times by a full crew (three men)?
- A.** Yes.
- 20. Q.** Can an employee be held off his crew per Articles 201(5) and 401, Rule 6 and his crew run reduced?
- A.** No.
- 21. Q.** When an employee is working as a coordinator can the railway run his position reduced?
- A.** If the appointment is for ten (10) days or more the temporary vacancy will be bulletined. If less than ten (10) days the railway will use an available spareboard employee.

**ARTICLE 407  
UNION EDUCATIONAL FUND**

Intentionally deleted in its entirety per Comprehensive Memorandum of Settlement effective November 17, 2004.

**ARTICLE 408  
JOINT UNION/MANAGEMENT  
SAFETY ADVISORY COMMITTEE**

**INTRODUCTION**

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

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

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

**THE COMMITTEE PARTICIPANTS**

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

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

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

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

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

- To promote safety by providing advice and constructive feedback to the OH&S committees in an effort to create a positive "state of safety" throughout the workforce;
- To foster a positive climate for two-way communication by encouraging frank and free discussion in an effort to assist in the elimination of any existing safety problems;
- To act as a communication vehicle for disseminating information respecting issues discussed by the Advisory Committee;

- To ensure that joint OH&S Committees are established and functioning effectively on the Railway through the discharge of their responsibilities and functions as outlined in applicable ministerial regulations;
- To ensure joint safety inspections are conducted on a regular basis through consultation with safety officers and local OH&S committees, and to review joint safety inspection reports completed after work site inspections have been carried out;
- To review issues which have been addressed at the local level but have been outstanding for an inordinate period of time; this will be accomplished by a review and discussion of comprehensive documentation provided to the Committee from the local OH&S committees;
- To inspect specific sites when there is appropriate justification for doing so as determined by the Advisory Committee consensus in compliance with the previous paragraph.

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

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

- Local OH&S committees are charged with the responsibility of being proactive in addressing and resolving OH&S matters. The Advisory Committee will review issues which are unresolved and have been referred to this Committee through adherence to the following process:
- Unresolved issues brought forward to the Advisory Committee by local OH&S committees must be accompanied by comprehensive documentation by both parties after notice being given outline specifically:
  - the issue;
  - the efforts made to resolve the issue; and,
  - reasons why the issue remains outstanding
- The Advisory Committee will make a timely determination on the issues raised and will communicate the decisions(s) back to the local OH&S for follow-up. The Advisory Committee will not address issues raised to this level in the absence of documentation, which reflects reasonable efforts on behalf of the OH&S committees to resolve these issues.
- Action on the part of the Advisory Committee will be determined by a simple majority vote of the committee representatives. Where a simple majority cannot be reached within the Committee, the Committee co-chairmen will present a written brief within fourteen days complete with reasons supporting their respective positions to the executive committee on BC Rail. Briefs will be coordinated to the Executive Committee through the office of the Senior Vice-President, Human Resources and Strategic Planning. The Executive Committee will response to the briefs presented without undue delay.

- In addition to the foregoing, when decisions of the Advisory Committee are not acted upon by line management within a reasonable period of time, the unresolved issues will be directed for action to the Sr. Vice-President, Human Resources and Strategic Planning who will review the matter with the executive and the response will be issued without undue delay.
- Where after fourteen days an issue remains unresolved after the expiration of the process(s) noted above each party will submit a brief fully outlining the issue to the Ministry responsible for Occupational Health and Safety regulations pertaining to BC Rail. Contained in each brief will be a request that the Ministry expeditiously review and report back to the parties outlining their views respecting the issue submitted.

### **MEETINGS AND MINUTES**

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

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

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

M. Suter

R. Peterson

P. Jensen

R. Gatzka

J. Ruddell

B. Sharpe

R. Hurren

**FOR THE UNITED TRANSPORTATION UNION, LOCALS NO. 1778 AND 1923:**

B. Sharpe

**FOR BC RAIL LTD:**

Eric Lush

Bob Colquhoun

David Cox

Wayne Carkner

**APPENDIX 1****CONSOLIDATED WAGE RATES****RATES OF PAY IN CONSTRUCTION TRAIN SERVICE PER DAY OF 8 HOURS**

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Conductor</b>			
Per Day	\$215.41	\$221.87	\$228.52
Per Hour S.T. for 8 hrs	\$26.93	\$27.73	\$28.57
Per Hour O.T. after 8 hrs	\$40.39	\$41.60	\$42.85
<b>Brakeman</b>			
Per Day	\$195.12	\$200.97	\$207.00
Per Hour S.T. for 8 hrs	\$24.39	\$25.12	\$25.88
Per Hour O.T. after 8 hrs	\$36.58	\$37.68	\$38.81

**RATES OF PAY DEADHEADING**

(a) Employee deadheading or traveling on Railway business with the proper authority will be paid as follows:

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Conductors/Foremen</b>			
Per Hour (S.T.)	\$29.97	\$30.87	\$31.80
Per Hour (O.T.)	\$29.97	\$30.87	\$31.80
<b>Brakemen/Helpers</b>			
Per Hour (S.T.)	\$26.68	\$27.48	\$28.31
Per Hour (O.T.)	\$26.68	\$27.48	\$28.31

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

**RATES OF PAY PER HOUR FOR PASSENGER AND FREIGHT TRAINMEN**

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Conductor</b>			
Per Hour S.T. for 100 hrs	\$29.97	\$30.87	\$31.80
Per Hour O.T. after 100 hrs	\$44.96	\$46.31	\$47.70
<b>Baggageman</b>			
Per Hour S.T. for 100 hrs	\$26.68	\$27.48	\$28.31
Per Hour O.T. after 100 hrs	\$40.03	\$41.23	\$42.47
<b>Brakeman</b>			
Per Hour S.T. for 100 hrs	\$26.68	\$27.48	\$28.31
Per Hour O.T. after 100 hrs	\$40.03	\$41.23	\$42.47

**NOTE:** The above rates include an increase of 2% differential in lieu of "Car Step-up".

**RATES OF PAY FOR YARD SERVICE**

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Foreman</b>			
Per Day	\$215.49	\$221.95	\$228.61
Per Hour S.T. for 8 hrs	\$26.94	\$27.74	\$28.58
Per Hour O.T. after 8 hrs	\$40.41	\$41.62	\$42.87
<b>Helper</b>			
Per Day	\$202.76	\$208.84	\$215.11
Per Hour S.T. for 8 hrs	\$25.34	\$26.11	\$26.89
Per Hour O.T. after 8 hrs	\$38.02	\$39.16	\$40.34

**RATES OF PAY FOR BELTPACK OPERATORS**

	July 23, 2007	July 23, 2008	July 23, 2009
<b>Yard Service</b>			
Foreman	\$28.65	\$29.51	\$30.40
Per Hour (S.T.)	\$42.98	\$44.27	\$45.59
Per Hour (O.T.)			
<b>Brakemen/Helpers</b>			
Per Hour (S.T.)	\$27.04	\$27.85	\$28.69
Per Hour (O.T.)	\$40.57	\$41.79	\$43.04

**APPENDIX 2**  
**FORT NELSON AGREEMENT**

Superseded by Arbitration award dated September 8, 2005.

**APPENDIX 3**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS NO. 1778 AND 1923**

**Re: Article 401-Rule 25 (iv)**

It is understood and agreed that in the application of the clause referred to above that the "junior qualified man not working as such in the zone" shall apply to employees who are not working yard assignments.

Signed in Prince George. BC, this 17th day of February 1988.

**SIGNED FOR THE RAILWAY:** G.D. McArthur  
J.C. Trainor

**SIGNED FOR THE UNION:** R.A. Yeomans  
C.S. Mulhall

**APPENDIX 4  
LETTER OF INTENT  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 & 1923**

**Re: Meals in Work Service**

This has reference to the Collective Agreement between the parties, and specifically in regard to the providing of meals to trainmen in construction/work service and/or to conductor pilots.

In addressing your concerns, the Company agrees to the following:

1. When meals are taken by a work/construction train crew of a conductor pilot, a trainman working same may elect to take the sum of thirty-nine dollars (\$39.00) per day in lieu of meals provided by the Railway.
2. This understanding will not deny the trainmen their right to take a meal in accordance with the current Collective Agreement.
3. A trainman who wishes to take the thirty-nine dollars (\$39.00) per day in lieu of meals will notify the project supervisor on the job sit of his intention to do so.

This Letter of Intent is agreed to without prejudice/or precedent to either party nor will this Letter of Intent be used by either party to set precedent at arbitration, in the Courts, or with any other government agency.

Dated at North Vancouver, BC this 4th day of March, 1994.

**SIGNED FOR THE RAILWAY:** R. Ward  
D. Klitch  
B. Colquhoun

**SIGNED FOR THE UNION:** C.S. Mulhall  
R.W. Sharpe  
D.C. Faulkner

**APPENDIX 5**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS 1778 & 1923**

**Re: Coal Freight Service (Quintette and Teck Mines)**

It is understood that this Coal Freight Service Agreement will apply to the coal freight trains servicing Quintette and Teck Mines.

1. Coal freight service will be bulletined specifying the home terminal, initial and objective terminal for each trip for coal freight service crews, and the territory over which these crews are to perform service.
2. The objective terminal for coal freight service crews will be the coal load out facilities and at Prince George will be CN Rail. On and off duty point for pay purposes at the coal loadout facilities will be MacDonald Lodge or the designated accommodation per Article 129, and at Prince George CN Rail.
3. Assigned service seniority rules, excluding Article 127 (except as otherwise provided in this letter of understanding), will apply to employees moving onto, out of and within coal freight service.
4. When relief is required for a coal freight service crew it will be supplied from the first out available crew in coal freight service. If no coal freight service crew is available then the relief will be supplied pursuant to the collective agreement.

**Note:** The exception will be where relief is required for a southbound coal train and relief is supplied from Prince George, the relief will be supplied from unassigned service.

5. An employee in coal service who misses a call but had checked with the crew office within three (3) hours prior to the call being put out will not lose his guarantee nor the hours his crew would have made for the complete trip. He will be paid those hours his crew made for the trip or the guarantee whichever is greater.
6. When a coal freight service crew is used outside its assigned territory instead of an available unassigned crew, the unassigned crew will be compensated to the full extent of the hours made by the crew making the trip.
7. When if in an emergency a coal freight service crew is used outside its assigned territory it will be paid at schedule rates and conditions for such service, in addition to and irrespective of the compensation provided for the coal freight service. It is understood that wyeing the train at Wakely is within the assigned territory.
8. A Trainman in coal freight service ready and available for duty, who is not called for duty with the crew to which he is regularly assigned account of Railway error, will be paid hours earned by his regular crew on that trip and assume his position with his regular crew upon return.
9. Crews in coal freight service will be run first in first out of terminals on their assigned territories except as otherwise provided. The first out crew, ready for duty, runaround, will be paid eight (8) hours for each runaround retaining their original standing on train board.

10. When crew has come on duty in turn and have got their locomotive and commenced work, they will remain with train called for, even though another crew comes on duty later and gets out of the terminal first. This will not constitute a runaround.
11. When crews in coal freight service are reduced, the junior Conductor's crew will be reduced in a terminal. The senior Trainman reduced who desires to remain on a rear-end position will be required to displace the junior rear-end Trainman in coal freight service in that terminal.
12. Article 121(a) and 121(c) shall be amended by deleting reference to "eleven (11) hours" and inserting "ten (10) hours" when coal freight service crews are at MacDonald Lodge or designated accommodation per Article 129.
13. The point of arrival at the coal load-out facilities for train crew, for the purposes of calling the crew, will be the north switch of the wye at Tumbler, except if scooped in Prince George Yard as provided in #10.

This Letter of Understanding will remain in effect until the expiration of the current Collective Agreement. At that time it may be canceled with written notice by either party. It is understood by the parties that these arrangements are entered into because of the unique circumstances involved in the coal freight service.

This Letter of Understanding is agreed to without prejudice/or precedent to either party nor will the Letter of Understanding be used by either party to set precedent at arbitration, in the Court, or with any other government agency.

Dated at North Vancouver, BC this 4th day of March, 1994.

**SIGNED FOR THE RAILWAY:** D.J. Forsyth  
D. Klitch  
B. Colquhoun  
L. Forest  
D. Griffin

**SIGNED FOR THE UNION:** C.S. Mulhall  
D.C. Faulkner  
R.W. Sharpe  
B. Gleason

**APPENDIX 6**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS 1778 & 1923**

**Re: Designated Motive Power Shop Area and Movement of Locomotives**

1. Shop personnel may move one or more locomotives within the boundaries of the Motive Power Shop Area as designated on the attached map.
2. The Railway may move locomotives to and from the designated Motive Power Shop Area to and from the area presently known as rips 25 and 26 for the purpose of having the locomotive(s) painted at the paint shop.
3. Shop personnel moving engines in the designated Motive Power Shop Area in this agreement will not switch cars, i.e. reversing a car or moving a car to another track. They may however move cars in either direction along the same track.
4. Shop personnel using engines may push and switch shop carts without drawbars within the designated Motive Power Shop Area including to and from the paint shop.
5. This agreement concerns the Squamish Shop Area only.
6. Should the Railway need to expand the Motive Power Shop Area the Railway and Union will meet to discuss any changes.
7. This agreement will not prejudice the positions of the parties in the event that this agreement is canceled.
8. The attached map is a part of this letter of understanding.

**SIGNED FOR THE RAILWAY:** R. Leche  
D. Cox

**SIGNED FOR THE UNION:** B.M. Gleason  
C. Mulhall

**APPENDIX 7  
LETTER OF UNDERSTANDING  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 & 1923**

**Re: Switching Limits -- Dawson Creek Subdivision**

It is understood that the following will apply to yard crews who work between Chetwynd and Mile 11 on the Dawson Creek Subdivision;

1. Switching limits will be established to Mile 11 from Chetwynd on the Dawson Creek Subdivision.
2. Yard crews required to work between Mile 1 and Mile 11 on the Dawson Creek subdivision will be paid through freight rates.
3. This letter of Understanding to be incorporated into the body of the U.T.U. current Collective Agreement.

SIGNED at North Vancouver, BC this 27 day of April, 1990.

**SIGNED FOR THE RAILWAY:** L. Beaulieu  
F. Oschefski  
W. Muir

**SIGNED FOR THE UNION:** C.S. Mulhall  
B.M. Gleason

**APPENDIX 8  
LETTER OF INTENT  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 & 1923**

**Re: Passenger Pool Assignments -- Squamish Subdivision**

The parties have a common concern that there should be uninterrupted passenger service for the customer who travels on BC Rail (Budd Cars) from Vancouver to Lillooet. This can be accomplished by both parties working together in addressing this problem.

The problem arose with the Railway restricting trainmen from exercising their seniority onto a position of their choice. In an effort to address the problem, the Union and the Railway have agreed to the following:

1. Passenger service (Budd Cars) will be bulletined as a passenger pool assignment with the passenger crews running first in and first out.
2. Trainmen in this passenger pool assignment will work in the following manner:
  - (a) A trainman will have the right to place on the position of his choice, seniority permitting, i.e., a conductor, baggageman or brakeman's position.
  - (b) Trainmen will give ten (10) days notice to move from a passenger pool assignment to unassigned service.
  - (c) All jobs in a passenger pool assignment will be bulletined in accordance with Article 301 of the collective Agreement.
  - (d) Any moves into or out of, or within the passenger pool assignment will be done in accordance with Article 301 of the collective Agreement.

This Letter of Intent will remain in effect until the expiration of the current Collective Agreement. At that time it may be canceled with written notice by either party.

This Letter of Intent is agreed to without prejudice/or precedent to either party nor will this Letter of Intent be used by either party to set precedent at arbitration, in the Courts, or with any other government agency.

Dated at North Vancouver, BC this 2nd day of December 1993.

**SIGNED FOR THE RAILWAY:** D.J. Forsyth  
D.R. Knudsen  
R.A. Colquhoun

**SIGNED FOR THE UNION:** C.S. Mulhall  
S.W. Edgar  
D.C. Faulkner

**APPENDIX 9**  
**LETTER OF UNDERSTANDING**

Mr. C. S. Mulhall  
General Chairman  
United Transportation Union  
Local 1778 & 1923

Dear Sir:

This will serve to confirm our understanding reached at the meeting on March 5, 1982, wherein you requested that assigned work/construction train service trainmen be allowed to bank their overtime. I suggest the following language should take care of the situation. It is understood that

"Banked Overtime

Effective April 1, 1982 trainmen who are successful to temporary or permanent positions in bulletined work/construction train service in accordance with Article 212 and Article 102 will bank overtime as follows:

1. One-third of all monies earned at the overtime rate shall be held back and credited to the trainman's overtime bank. e.g. A Trainman working 18 hours in work/construction train service would be paid 18 hours straight time. The overtime, which accounts for 5 hours straight time would be held back and credited to the trainman's overtime bank.
2. The time equivalent of amounts in the overtime bank shall be scheduled as time off as mutually agreed between November 1 and April 30.
3. Overtime which is accumulated in the overtime bank shall be credited in terms of dollars at the rate of pay in effect at the time of earnings.
4. The amount of paid time-off shall be calculated by dividing the current hourly rate into the total dollars in the overtime bank. Less than eight (8) hours pay remaining after this calculation will be paid for without the employee required to take the time off.
5. Each five accumulated days will require the employee to take one seven day period off as paid time. Four accumulated days or less will require the employee to take off only accumulated days.
6. Accumulated days taken off will count as compensated service for the purpose of General Holiday qualification.
7. By agreement between the railway and the United Transportation Union an individual employee's overtime bank may be paid off if compassionate or urgent personal reasons are involved.

This understanding may be withdrawn upon the expiration of thirty days notice to the other party."

Please indicated your concurrence by signing in the space provided.

Yours truly,

T. Teichman  
Manager, Industrial Relations.  
DMS/dg

I concur to this understanding:

C.S. Mulhall  
General Chairman

Date:

cc. P.A. MacDonald A.T. Shannon F.A. Ruddell D. Lewis

**APPENDIX 10**  
**VANCOUVER - PEACE FREIGHT POOLING AGREEMENT**

- (a) Effective December 7, 1981 there will be established a "V.P. Pool" at North Vancouver. This pool will handle the Vancouver-Peace freight out of North Vancouver on a first in, first out basis.
- (b) Effective December 7, 1981 there will be established a "V.P. Pool" at Lillooet, and a "V.P. Pool" at Williams Lake. These pools will handle the Vancouver-Peace freight out of their respective terminals on a first in, first out basis daily except Thursday and Sunday.
- (c) It is the intention of the parties that the schedule of work for the V.P. Pools at Lillooet and Williams Lake as set out in paragraph (b) will be sufficient so as to avoid claims made under article 201(8) "Guarantee". Should circumstances (i.e. cancellations, traffic interruptions) indicate that insufficient work will be available, such other "V.P." work as may be necessary to avoid claims will be required of the pool and will not be cause for runaround claims.
- (d) It is understood that the train to which the Chief Dispatcher designates the symbol "V.P." will be manned by a crew from these pools at their respective subdivisions when such a crew is available.
- (e) The V.P. Pools will operate as unassigned crews after they leave the home terminal.
- (f) These freight pools may be cancelled and re-established as traffic conditions may require. Such cancellations will not negate this agreement.
- (g) This agreement is subject to cancellation or revision upon thirty (30) days written notice from either written party to the other.

**FOR THE UNITED TRANSPORTATION UNION:**

**FOR THE RAILWAY:**

**APPENDIX 11**  
**LETTER OF UNDERSTANDING**  
**YARD SENIORITY**

Mr. C.S. Mulhall  
General Chairman  
United Transportation Union  
Local 1778 & 1923

Dear Sir:

Re: Yard Seniority

“When yard assignments are cancelled for a predetermined time (e.g. Christmas holiday season) or cancelled on account of washouts, slides, or derailments, for periods not exceeding twenty-one (21) days yardmen will retain their yard seniority in that yard.

It is understood that the application of this understanding will not result in any claims against the Railway.

Unless otherwise mutually agreed, this understanding may be withdrawn upon the expiration of thirty (30) days notice to the other party.”

The railway has found the forgoing understanding satisfactory and can agree to an extension of same. Please indicate your concurrence by signing in the space provided.

Yours truly,

T. Teichman  
Manager, Industrial Relations

DMS/dg

I concur to this Understanding:

C.S. Mulhall Date  
cc. P.A. MacDonald A.T. Shannon F.A. Ruddell

**APPENDIX 12  
LETTER OF UNDERSTANDING  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 & 1923**

**Re: Passenger Excursions**

Intentionally deleted as per the cancellation of the Letter of Understanding by the Union on December 2, 2002, confirmed by the Company in letter dated April 1, 2003.

**APPENDIX 13  
LETTER OF INTENT  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 & 1923**

**WORK SERVICE**

This concerns recent discussions between the parties in regard to the operation of construction/work service and/or conductor pilots operating from one zone to another.

One of the concerns in this matter pertained to the situations occurring wherein an assignment might start before the bulletined starting date and transportation, accommodation and meals were needed to facilitate those employees. In order to address these concerns, the following is agreed to:

1. Jobs on work/construction trains and conductor pilots will be bulletined using terminals, or those points listed below, as a location at which to start the assignment, even though the assignment may start at a station or an intermediate point in a zone.
  - Squamish
  - Exeter
  - Quesnel
  - Fort St. James
  - Fort St. John
2. Where an assignment commences prior to the bulletin closing date, transportation to the work site, or back to the originating terminal or location as listed above, will be provided to the successful applicant and the employee displaced by the successful applicant.
3. The most practicable mode of transportation which will put the employee on the job site, or returned to the originating terminal, or location as listed above, will be used to alleviate the loss of wages. The maximum payment to the employee for the loss of wages would be a minimum day, for each day lost.
4. Upon cancellation of the assignment, employees will be provided transportation back to the originating terminal, or location as listed above.
5. Accommodations and meals, or the current meal allowance in lieu of will be supplied when the employee cannot be transported, and must layover.

This Letter of Intent will remain in effect until the expiration of the current Collective Agreement. At that time it may be cancelled with written notice by either party.

4. This Letter of Intent is agreed to without prejudice/or precedent to either party nor will the Letter of Intent be used by either party to set precedent at arbitration, in the Courts, or with any other government agency.

Dated at North Vancouver, BC this 2nd day of December, 1993.

**FOR BC RAIL LTD.:**

**FOR U.T.U.:**

**APPENDIX 14  
LETTER OF UNDERSTANDING  
BETWEEN  
BC RAIL LTD. AND THE  
UNITED TRANSPORTATION UNION**

April 6, 1993

**The subject of this Letter of Understanding is Yard Service Rules, Rule #3.**

It is agreed that notwithstanding the current provisions of the Collective Agreement, the following may apply in the Prince George Yard and may apply at locations where the United Transportation Union and BC Rail Ltd. agree to have such change:

1. When bulletining regular yard jobs and bulletining regular relief assignments to cover those regular yard jobs, the Railway may bulletin relief assignments that will cover no less than seven hours and thirty minutes (7:30) of that regular yard assignment.
2. The sole purpose of this agreement is to allow better coverage by yard crews on their assignment.

This Letter of Understanding may be cancelled by either party by giving thirty (30) days written notice.

Signed at Prince George this day of April, 1993.

**FOR U.T.U.:**

C.S. Mulhall  
General Chairman

**FOR BC RAIL LTD.:**

P. Hyrcyk  
Terminal Supervisor

**APPENDIX 15  
LETTER OF UNDERSTANDING  
BETWEEN  
BC RAIL LTD. AND  
UNITED TRANSPORTATION UNION  
LOCALS 1778 AND 1923**

**RE: ARTICLE 127**

Intentionally deleted as per the Cancellation of the Letter of Understanding on March 8, 2000.

**APPENDIX 16  
LETTER OF UNDERSTANDING  
BETWEEN  
UNITED TRANSPORTATION UNION  
AND BC RAIL LTD.**

**RE: SWITCHING LIMITS - DAWSON CREEK SUBDIVISION**

Intentionally deleted, duplicate of Appendix 7.

**APPENDIX 17**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS 1778 AND 1923**

**RE: MOVIE TRAIN**

1. When a crew is set up by bulletining for a Movie Train that crew must consist of not less than one (1) conductor and two (2) brakemen.
2. When a crew is called and is used in Movie Train service the train crew will consist of not less than one (1) conductor and two (2) brakemen.
3. Employees used in this service will be called in order of
  - (i) Unassigned pool service
  - (ii) Spareboard
  - (iii) Employees who are available to be called within the terms of the collective agreement.
4. Crews called in Movie Train service will be paid not less than eight (8) hours for every working day so held.
5. Overtime will be paid after eight (8) hours on duty on a daily basis at a rate of one and one-half (1 1/2) times the regular road rates as outlined in the current collective agreement.
6. Crews may be laid up at intermediate points at the end of a work day. Accommodation and meals will be supplied by the company at no cost to the employee.
7. Movie Trains may run in and out of terminals without the crew being released. No runarounds will be paid should this occur.
8. When a bulletined Movie Train assignment is complete, the crew will be released and transportation to the location where the assignment commenced will be provided (i.e. taxi, bus, train).

When a crew is called for a Movie Train and the Movie Train assignment is complete, the crew will be released and transportation to the location where the assignment commenced will be provided (i.e. taxi, bus, train).

Crews called for Movie Train service and on completion of the assignment the crew called will be deadheaded to the location where the assignment commenced and paid a minimum of eight (8) hours.

Crews assigned to Movie Trains by bulletin and whose assignment is complete will deadhead to the location where the assignment commenced and will be paid a minimum of four (4) hours. When deadheading time is in excess of four (4) hours actual deadhead time will be paid.

This provision for deadheading a trainman under this understanding will not result in any duplicate payments made to the trainmen.

9. Movie Trains working off the crews regular subdivision for more than seven (7) days will be rebulletined.
10. Hours of work that an employee will be allowed to work for the purpose of this agreement will be as stated in Article 122 "Rest Enroute - N" in the collective agreement.
11. It is understood by the signing of this understanding that the trainmen identified on the list submitted at step one of the grievance procedure re: Movie Train (see attached list) plus crews working the Movie Train in June 1989 will be paid continuous time at through freight rates for those days worked.

It is understood that by the signing of this understanding the current grievance respecting Movie Trains is considered resolved to the satisfaction of the parties.

12. This letter of understanding may be cancelled by either party by giving thirty (30) days written notice.

SIGNED in North Vancouver, BC this 22nd day of January, 1990.

**FOR THE UNION:**

**FOR THE COMPANY:**

## APPENDIX 18

March 14, 1990

**Memo to:** Mr. C. Mulhall, Mr. B. Gleason

**Subject:** Article 308 (d)

The following will serve to clarify the approach the railway will take in the future respecting the application of Article 308 (d) (i.e. the reduction of guarantee payments as a result of banked General Holidays).

The railway will, when an employee elects to bank a general holiday, reduce the employees guarantee should the employee be eligible for guarantee payments. This deduction will be made only at the time the employee elects to bank the general holiday (i.e. when the employee elects to take the general holiday which he has previously banked no deduction from the employees guarantee will be made).

David Cox

Agreed March 14, 1990  
United Transportation Union  
C.S. Mulhall

**APPENDIX 19**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS 1778 & 1923**

Mr. C.S. Mulhall  
General Chairman,  
United Transportation Union,  
Locals 1778 & 1923

Dear Sir:

This letter will serve to confirm the understanding reached with the Crew Supervisor on February 17, 1989, regarding - yardmen placing or displacing onto a permanent open vacancy.

It is understood and agreed that a yardman placing or displacing onto a permanent open vacancy will not be allowed to cancel his bid.

This understanding may be withdrawn upon the expiration of thirty (30) days notice by either party.

Please indicate your concurrence below:

Yours truly,

J.C. Trainor  
Manager Operations & Maintenance

I concur to the above:  
C.S. Mulhall  
General Chairman UTU

DATE Feb. 24/89

**APPENDIX 20**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**

**RE: RAILGRINDER**

The assignment of a Conductor to work with the Railgrinder will be solely at the discretion of the Railway. The letter of understanding will only apply if a Conductor is assigned at the discretion of the Railway to work with the Railgrinder.

The following terms apply only to the railgrinder:

1. Assignments to work on the railgrinder will be bulletined as required and at each change of card (April 1<sup>st</sup> and October 1<sup>st</sup>) for 8 days of work and 6 days off.
2. The railgrinder will commence work at 0630 A.M. and this may be changed by as much as 3 hours earlier or later upon 48 hours advance notice to the conductor-pilot.
3. Accommodation will be provided for conductor-pilots. This will consist of a separate room contained in a hotel, motel or company facility without cost to the employee. This provision may be waived in case of emergency.

Meals will be provided on a daily basis as in Article 117 and Understanding No. 9. Understanding No. 9 (August 27, 1973) permits food supplies to be provided conductor-pilots instead of meals with a cook car.

**Note:** Meals and accommodation necessarily incurred will be extended to the conductor-pilot on his first and last day off. BC Rail will provide transportation from home terminal to start and from tie up point of railgrinder to home terminal of conductor-pilot.

Transportation to consist of company vehicle, bus or rail, (not to include speeders) whichever allows the conductor-pilot the quickest means home on assigned days off.

4. Caboose will be supplied and cleaned by a person other than trainmen when the caboose ties up at a terminal.
5. Conductor-pilots on railgrinder to receive conductor's through freight rates of pay.
6. Overtime will be paid for all work performed on assigned days off. The overtime rate to be time and one-half the straight time rate. Overtime for assigned days off will be offered first to the conductor-pilot normally assigned to the job.
7. Conductor-pilot will receive four (4) days notice of cancellation of assignment.
8. Conductor-pilot assigned to the railgrinder will be paid not less than ten (10) hours for every working day so held.
9. Overtime rates to apply after eight (8) hours in a working day.

10. A conductor-pilot working on a railgrinder who does not lay off of his own accord will be guaranteed the equivalent of eighty (80) hours pay per checking period exclusive of pay for General Holiday and training allowance as provided for in Article 135.

A conductor-pilot working on a railgrinder who lays off of his own accord, or misses a call, will be penalized to the extent of having the hours paid for on the tour of duty, or tours of duty, he missed deducted from the eighty (80).

The number of hours so deducted not to exceed ten (10) for each tour of duty.

A conductor-pilot working on the railgrinder who only works a portion of checking period and who does not leave the assignment of his own accord will be paid his proportion of the compensation provided under guarantee.

**Note:** Overtime will be paid at one and one-half times the straight time rate. Such hours will be covered by the Letter of Understanding dated March 8, 1982.

11. The railgrinder will have a conductor-pilot in charge as per Article 212 (b)(i).
12. The provisions of Article 212 apply where directly related to the operation of the railgrinder and where not in conflict with this Memorandum of Agreement.
13. This Letter of Understanding may be cancelled upon 30 days written notice by either party.

Signed in North Vancouver, BC this 13<sup>th</sup> day of October, 1988.

**FOR THE U.T.U.**

**FOR BC RAIL LTD.**

**APPENDIX 21**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BC RAIL LTD. AND**  
**UNITED TRANSPORTATION UNION**  
**LOCALS 1778 AND 1923**

**RE: ARTICLE 401 - YARD ASSIGNMENTS 0002 TO 0629**

The following terms and conditions shall apply effective May 9, 1988:

1. UTU and BCR agree that yard assignments may be established outside designated time and outside relief rules as set out in the collective agreement at Article 401-Rules 3 and 12. This agreement will not prejudice the position of either party regarding the interpretation and application of Article 401 if this Letter of Understanding is cancelled per point 4.
2. Employees who commence a shift in yard service between 0002 and 0629 shall receive a special allowance of fifty (50) cents per hour. Overtime shall not be calculated on the special allowance nor shall the special allowance be paid for paid absence from duty, such as vacations, general holidays, etc.

The special allowance agreed to in this Letter of Understanding will not be part of the shift differential now in place in the current Collective Agreement - Article 401 - Rates of Pay. Yard assignments will be bulletined per schedule rules.

3. 3. Employees force to work a yard assignment in North Vancouver (or an employee headquartered in North Vancouver who is forced to work in Squamish) which commences between the hours of 0002 and 0629 as a result of a reduction in the number of yard assignments or application of schedule rules shall be paid transportation allowance for the purpose of getting to or from work when public transportation is not available subject to the following conditions:
  - (a) the cap on the transportation allowance is a maximum of fifteen dollars (\$15.00) per day and receipts must be provided
  - (b) the employee does not possess a valid driver's license (suspended licenses do not qualify under this clause) or the employee does not own or have access to a vehicle
  - (c) the allowance is available to an employee under this clause for a period no longer than forty-five (45) shifts
4. This Letter of Understanding may be withdrawn upon the expiration of thirty (30) days Notice to the other party.

Signed in North Vancouver, BC this 3rd day of May 1988.

**FOR BC RAIL LTD.**

**FOR UNITED TRANSPORTATION UNION**

Clyde Mulhall  
General Chairman  
For Locals #1778 and #1923

**APPENDIX 22**  
**LETTER OF UNDERSTANDING**

**Re: Yard Seniority**

Intentionally deleted, duplicate of Appendix 11.

**APPENDIX 23**  
**LETTER OF UNDERSTANDING**

**Re: Yard to Yard Agreement**

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

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

1. BC Rail acknowledges that there will be no job loss for BC Rail employees as a result of this "yard-to-yard" operation. Should any dispute of any nature arise with respect to the application and administration of this understanding, the parties signatory hereto agree to meet and discuss same within seventy-two (72) hours with a view to attaining a mutually satisfactory resolution.
2. Double-overs referred to in this agreement will be for the purposes of yarding or picking up cars only and will not be used for spotting cars.
3. Yard movements between BC Rail to CN Yard, and CN to BC Rail Yard, will be reviewed monthly to ensure a balance of work is maintained between BC Rail and CN crews that provides equal or more work to the employees of BC Rail. BC Rail will provide this information to the UTU North Vancouver Terminal Representative.
4. The parties agree that this letter of understanding will be incorporated as part of the UTU collective agreement in the next round of bargaining unless irreconcilable differences have arisen between the parties with respect to a demonstrated violation of the terms or spirit of this agreement, and these issues have been raised through the process outlined in point 5 of this letter and they remain unresolved and outstanding on the expiry date of the collective agreement.

Date: February 5, 2003

**For BC Rail:**

Paul Straszak  
Mike Keiran  
Bob Colquhoun  
Tom Winters  
Levor Guenther

**For the United Transportation Union:**

Bob Sharpe  
Chris Gaudet  
Greg Couch