

AGREEMENT BETWEEN



AND

**Canadian Union of Public Employees
Local 7000**

effective 1 April 2002 to 31 March 2005.

11850(02)

AGREEMENT BETWEEN

SOUTHERN RAILWAY OF BRITISH COLUMBIA LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

POSTAL 7000
RECEIVED
SEP 18 2003

effective 1 April 2002 to 31 March 2005.

2

TABLE OF CONTENTS

	Page
PART 'G' GENERAL ITEMS.....	1
- Subject Index	v
PART '1' RAIL OPERATIONS.....	31
Subject Items.....	viii
PART '2' LOCOMOTIVE AND CAR SHOPS.....	44
Subject Items.....	ix
PART '3' TRACK MAINTENANCE.....	51
Subject Items.....	x
PART '4' FREIGHT OFFICE.....	55
Subject Items.....	xi
WAGE SCHEDULE.....	59
SIGNATURE PAGE.....	62
LETTERS OF UNDERSTANDING	
LOU 'A' Tie Up after 9 1/2 Hours	63
LOU 'B' Assignment of Work	64
LOU 'C' Shops Training Program Schedule	65
LOU 'D' CUPE/BLE Consolidation	66
LOU 'E' Employee Benefits	68
LOU 'F' Sign-up Procedure.....	69
LOU 'G' Shops Training Program	70
LOU 'H' Application RCC Trains	75
LOU 'I' Implementation RCC Trains	76
LOU 'J' Bargaining Unit Work.....	77
LOU 'K' Redundant Positions	78
LOU 'L' RCC Train Agreement.....	79
LOU 'M' SWWL	87
LOU 'N' Tool House Facilities	88
LOU 'O' Charge Hand – Shops.....	89
LOU 'P' Bargaining Committee	90
LOU 'Q' Harassment Policy	91

PART 'G'
GENERAL ITEMS

1.00	Coverage, Duration and Effect	1
2.00	Union Recognition and Security	1
3.00	Settlement of Grievances	4
4.00	Working Practices	7
5.00	Rules and Regulations	8
6.00	Reporting Time.....	8
7.00	Discharge, Suspension and Discipline.....	10
8.00	Vacancies, Promotion and Layoffs.....	11
9.00	Annual Vacation	13
10.00	Statutory Holiday.....	15
11.00	Leave of Absence.....	17
12.00	Sick Leave	22
13.00	Medical and Dental Insurance.....	25
14.00	Shorter Work Week Leave.....	26
15.00	Safety	28
16.00	Pay Statements.....	28
17.00	Temporary Employment.....	29
18.00	Time Slips.....	29
19.00	Pension Plan.....	29
20.00	Contracting Out.....	30

PART 'R'
RAILWAY OPERATIONS

1.00	Hours of Work.....	31
2.00	Assignment of Work.....	31
3.00	Method of Payment	37
4.00	Dead Heading	39
5.00	Meals	40
6.00	Travel Allowance	40
7.00	Clothing Allowances	40
8.00	Seniority.....	41
9.00	Promotion.....	41
10.00	Railway Equipment.....	41
11.00	Discharge and Resignation.....	42
12.00	Job Classifications	42

PART 'S'
LOCOMOTIVE AND CAR SHOPS

1.00	Hours of work.....	44
2.00	Assignment of Work	44
3.00	Method of Payment	44
4.00	Travel.....	46
5.00	Meals	47
6.00	Clothing.....	47
7.00	Promotion.....	47
8.00	Welders-in-training.....	47
9.00	First Aid.....	48
10.00	Tool Allowance.....	48
11.00	Job Classification.....	48

PART 'M'
TRACK MAINTENANCE

1.00	Work Day and Meal Break.....	51
2.00	Vacancies in Track Gangs.....	51
3.00	Promotion.....	52
4.00	Method of Payment.....	52
5.00	Meals.....	53
6.00	Travel Allowances.....	53
7.00	Clothing.....	53
8.00	Section Tool-House	54
9.00	Job Classifications	54
10.00	Welders-in-training	54

PART 'F'
FREIGHT OFFICE

1.00	Work Day and Work Week.....	55
2.00	Method of Payment	55
3.00	Travel Allowance	56
4.00	Meals	56
5.00	Staff Vacancies	56
6.00	Job Classifications.....	57
7.00	Parking Facilities.....	58

SUBJECT INDEX

PART G - GENERAL

	Section	Page
Absence		
Leave of	11.00	17
Sick Leave	12.00	22
Accidents		
Reports	6.02	9
Adoption Leave	11.05	20
Agreement		
Coverage, Duration, Reopen	1.00	1
Annual Vacation	9.00	13
Arbitration	3.00	4
Benefit Plans		
Weekly Indemnity	12.06	24
Long Term Disability	12.06.3	24
Medical/Dental	13.00	25
BereavementLeave	11.03	18
Bumping	8.03.2	12
Bulletins	8.01	11
Certification	1.01	1
Contracting Out	20.00	30
Court Appearance		
Witness	6.01.1	8
Defendant	5.02	8
Discipline, Dismissal	7.00	10
Employment		
New Employee	2.04	2
Family ResponsibilityLeave	11.07	22
Grievances	3.00	4
Interpretation of Agreement	3.01	4
interview, Call-in	6.04	10
Jury Duty	6.01.2	9
Layoff and Recall	8.03	11
Leave of Absence		
Union Business	2.06	3
Annual Vacation	9.04	15

Maternity Leave	11.04	18
Medical, Reporting For	6.03	9
Medical Examination	12.05	23
Overtime Banking	21.01	30
Parental Leave	11.06	21
Pension Plan	19.00	29
Personnel Records	7.03	10
Probationary Period	2.04	2
Promotion	8.02	11
Recall	8.03.04	12
Reporting Time		
Accidents, Court, Medical,		
Other	6.00	8
Reports	6.02	9
Rules and Regulations	5.00	8
Seniority - Exceptions	8.01.3	11
- Layoff	8.03	11
Safety	15.00	28
Sick Leave	12.00	22
Shorter Work Week	14.00	26
Statutory Holidays	10.00	15
Spray Painting	Wage Schedule 1.01	59
Suspension	7.00	10
Technological Change	4.01	7
Termination		
Annual Vacation	9.03.3	14
Probationary Employees	2.04	2
Time Limits		
Grievance Procedure	3.04	6
Time Slips	18.00	29
Tool Allowance	Wage Schedule 1.00	59
Union - Recognition, Security,		
Dues Checkoff,		
Leave for Business	2.00	1
Vacancies	8.01	11
Vacation	9.00	13
Veteran's Leave	6.01.3	9
Working Practices	4.00	7

SUBJECT INDEX

PART 1 - RAIL OPERATIONS

	Section	Page
Absence	2.06.2	34
Reporting After	2.05	34
Assignment of Work	2.00	31
SAP Call	3.01.13	39
Change of Call	3.01.8	39
Chief RTC Relief	12.03.2	43
Clothing Allowance	7.00	40
Conductor	9.02	41
Dead Heading	4.00	39
Dismissal	11.00	42
R.T.C.	12.03	42
Homestead Seniority	8.02	41
Hours of Work	1.00	31
Change	3.01.8	39
Job Classifications	12.00	42
Meals	5.00	40
Minimum Pay	3.01.5	38
Multiple Unit Rates	3.01.7	39
Overtime		
Assignments	2.07 & .08	36 a 37
Payment	3.01.2 & .3	37
R.T.C.	12.03.1	42
Payment of Wages	3.00	37
Shortages in Pay	3.01.10	39
Pilots	12.02	42
Promotion	9.00	41
Protected Trainmen	2.01.3	32
Railway Equipment	10.00	41
Rainwear	7.02	40
Resignation	11.00	42
Rest	2.06.6	36
Seniority	8.00	41
Sign-up	2.01	32

Spareboard	2.06	34
List	2.06.3	34
Rules	2.06.5	35
Guarantee	3.01.6	38
Termination	11.00	42
Three-man Crew	2.01.4	32
Two-man Crew	2.01.6	33
Training	3.01.11	39
Enginman	9.01	41
Travel Allowance	6.00	40
Tying Up	2.06.1	34

SUBJECT INDEX

PART 2 - LOCOMOTIVE AND CAR SHOPS

	Section	Page
Assignment of Work	2.00	44
Callout	3.06	46
SAP	3.10	46
Carman	11.06	49
Charge Hand	11.07	49
Clothing Allowance	6.00	47
First Aid	9.00	48
Freight Car inspector	11.04	49
Helper	11.05	49
Hours of Work	1.00	44
Job Classifications	11.00	48
Lead Hand	11.07.3	50
Locomotive Mechanic	11.02	48
Locomotive Mechanic 'B'	11.02.1	49
Machinist	11.01	48
Meals	5.00	47
Overtime		
Assignment	2.01	44
Payment	3.02	45
Payment of Wages	3.00	44
Promotion	7.00	47
Railway Serviceman	11.03	49
Relief for Another Job	3.08	46
Shift Premium	3.09	46
Statutory Holidays		
Standby on	3.07	46
Tool Allowance	10.00	48
Travel Allowance	4.00	46
Welder in Training	8.00	47

SUBJECT INDEX

PART 3 - TRACK MAINTENANCE

	Section	Page
Bridgetender	9.02	54
Callout	4.03	52
Clothing Allowance	7.00	53
Hours of Work	1.00	51
Job Classifications	9.00	54
Lead Hand	9.01	54
Meals	5.00	53
Minimum Pay	4.01	52
Night Work	1.01	51
	4.05	52
Payment of Wages	4.00	52
Promotion	3.00	52
Relief Foreman	4.06	53
Signal Maintainer	9.04	54
Shift Premium	4.05	52
Tool House	8.00	54
Travel Allowance	6.00	53
Welder-in -Training	10.00	54
Vacancies	2.00	51

SUBJECT INDEX

PART 4 - FREIGHT OFFICE

	Section	Page
Car Control	6.00.1	57
Freight Clerk	6.01 a .04	57 a 58
Hours of Work	1.00	55
Job Classification	6.00	57
Meals	4.00	56
Non-Standard Hours	1.02	55
Overtime	2.01	55
Parking	7.00	58
Payment of Wages	2.00	55
Promotion	5.00	56
Rate Clerk	6.06	58
Shift Premium	2.03	56
Travel Allowance	3.00	56
Vacancies	5.00	56

PART 'G'
GENERAL ITEMS

1.00 COVERAGE, DURATION AND EFFECT

1.01 Scope

This Agreement shall apply to and be binding upon all employees of the Company described in a Certificate first issued to the Canadian Union of Public Employees on April 27, 1999 and as varied by the Labour Relations Board since that date. Unless otherwise specified "employee(s)" is defined as a person covered by the above Certification and as further defined in the labour Code of British Columbia. Where the masculine gender appears, it will also infer the feminine.

1.02 Duration of the Agreement

This Agreement shall come into effect as of the first day of April 2002 and shall remain in effect until it expires on the 31st day of March 2005 or thereafter until it is reopened as provided in Clause 'G' 1.03.

Pursuant to Section 50, Subsection (4) of the Labour Act of British Columbia, 1996, RSBC Chapter 306 as amended, the operations of Section 50 Subsections (2) & (3) is hereby excluded.

Reopening of the Agreement

Either party **desiring** to propose changes to the Agreement shall, **within** the one hundred and twenty (120) **calendar** days prior to the **expiry** date of the agreement, **provide notice in writing** to the other party. Upon receipt of such notice by **one** party, negotiations for a new agreement shall commence pursuant to the terms set out in the **Labour** Code of British Columbia.

1.04 Other Agreements

Employees covered by this Agreement will not make any agreements with the Company which conflict with the terms of this Agreement.

1.05 Rounding

All wage rates are rounded to the nearest whole cent: \$0.50 and over are rounded to the next whole cent; \$0.49 and under are rounded to the last whole cent.

2.00 UNION RECOGNITION AND SECURITY

2.01 Recognition

The Company recognizes the Union and will **not discriminate** against any **employee** because he is a member or **officer** of the Union. The Company **also**

recognizes any employee elected or **appointed** to act as a **representative** or officer of the Union and **such** an officer shall be granted access to the Company's premises at all reasonable times upon application to the appropriate department head or designate, such requests **will** not be unreasonably withheld. Any qualified Union officer, **including** Union designated Shop Stewards, shall be **recognized** by the Company In discussing any grievance under the terms of the Grievance Procedure as set out in Section "**G**" **3.00**.

Security

Each new employee shall become within one month after appearing on the payroll and shall remain thereafter, a member of the Union in good standing as a condition of his **continued** employment with the Company in any job classification covered by the Union. **Notwithstanding**, it is specifically understood that dues and assessments shall be deducted as **outlined in** Article **2.03** commencing on the first day of the first full pay **period**.

Any employee who fails to maintain his membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) days written notice to the Company by the Union of the employee's failure to maintain his membership in good standing.

Provided that should the Union notify the Company, in writing, within the said **ten** (10) day period that the member is again a member in good standing, ~~the~~ original discharge notice to the Company shall be deemed to be null and void and accordingly ~~the~~ said member shall not be discharged.

2.03

Check Off

The Company shall honour a written assignment of wages to the Union for initiation fees, dues, and assessments which may be made against all members of the Union. Each month the Company shall deduct from each employee's pay an amount required by this assignment and shall remit each month the total of wages so deducted to a designated officer of the Union.

2.04

Probationary Period for New Employees

Each new employee shall be placed on probation for three (3) months of actual time worked. The Company may terminate during his probationary period without giving any reason for doing so provided the Union may grieve any alleged discrimination against the terminated probationer. Where a probationer is not notified of termination of employment before the end of his probationary period, it is understood that his application for employment has been approved.

- a) Advising the Union of New/~~Re~~hired Employees

On the date of **hire** the Company **will** forward **the** name and address of each **new/rehired** employee to the **secretary** of the Union Local **which** has jurisdiction over the new employee's **position**.

- b) Union information to New Employees

The Company agrees that new employees will be informed, as part of employee orientation, that a Collective Agreement **is in force** and they **will** be provided with a copy. In addition, the **company** agrees that a Union **representative** or Job Steward will be given an **opportunity** during the **orientation** to address new full time employees for a period of up to **thirty (30)** minutes, concerning Union membership, Union structure and other matters relating to the employee's membership In the **Union**.

2.06 Leave of Absence for Union Business

2.06.1 Any employee who acts as a full-time officer of the Union, will be placed on leave of absence with the time involved considered as service with the Company. On conclusion of such leave of absence an employee shall return to the job classification they previously held without **loss** of the Company Accredited Service as used to determine vacation and welfare plan entitlements (see Clause "G" 9.01).

2.06.2 Leave of absence granted to a full-time Union officer shall be without pay but he shall be entitled to retain his membership in the following welfare plans, subject to the Union paying the Company contributions for each plan on his behalf:

- Weekly Indemnity Plan
- Long Term Disability Plan
- Group **Life** Insurance Plan
- A Recognized Pension Plan
- MSP of British Columbia
- Extended Health Benefits Plan
- Dental Plan

2.06.3 Officers of the Union shall be granted leave of absence for Union business without pay provided **an officer** of the Union gives as much notice as possible, but not less than 48 hours notice, of the requested absence. In the event the Union **is** unable to provide 48 hours notice the Union will accept responsibility for any additional Costs incurred for replacements (e.g. overtime premiums).

Members of the union may request a leave for union **business, without** pay, provided an **officer** of the union **authorizes** the request. Such request shall be granted **providing** it does not **conflict** with customer **service** or Increase **operational** costs for **replacement(s)**.

2.06.4 Recognition of Union Representatives/Stewards & Permission to Leave Work

In order to provide an orderly and speedy procedure for the **settling** of grievances, the Employer acknowledges the right of the **Union** to appoint or elect **representatives/stewards** whose duties shall include **assistance** to any employee **which** they represent, In preparing and presenting a grievance In accordance **with** the grievance procedure.

The employer agrees that such **representative** shall not be **hindered**, coerced, restrained, or interfered with in the performance of their functions, **while** Investigating **disputes** and **presenting** grievances as **provided** In this Agreement.

The steward shall make every effort to perform the duties as a steward outside the steward's normal hours of work. A **representative** before **leaving their** work shall **advise their** supervisor In order to ensure coverage at the workplace and shall **also** notify the supervisor at the **location** of the meeting to ensure that **disruption is avoided**. If the supervisor Is unable to accommodate such a request, due to **bonafide** business **requirements**, it Is understood and agreed between the parties that such meeting shall be rescheduled as soon as possible without prejudice to **either** parties' position. Employees **will** not suffer loss of pay or benefits to attend grievance **meetings**.

The Union shall notify the employer In writing of the name of each steward or representative, and the **department(s)** they represent, and the **chief** steward before the Employer shall be required to **recognize** them.

3.00 SETTLEMENT OF GRIEVANCES

3.01 Definitions

"Grievance" means **any** 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.

For the purposes of this section "Officer of the Union" shall include any elected Officer of the Local Union or Shop Steward recognized by the Local Union.

Inquiries from Union **representatives** regarding the Company's interpretation of clauses in the Agreement shall be referred to the Director of Human Resources.

3.02 No interference or Stoppage of Work

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this section without interference with or stoppage of work.

3.03 Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure then the grievor shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Company and the Union, the processing of any grievance may begin at the third stage. The successive stages of the grievance procedure are:

3.03.1 First Stage

The employee, and/or a Union Officer, may within fifteen (15) days of the action on the part of the Company which led to the dispute, or complaint, grieve the matter orally to the employee's immediate supervisor. The grievance must be answered within five (5) days of receipt of the grievance.

3.03.2 Second Stage

If the two parties are unable to agree at First Stage, then within ten (10) days of receipt of an answer to the First Stage grievance, the Union must take up the grievance in writing, with the Department Head. The answer to the Second Stage grievance must be given within five (5) days of the meeting held to discuss the grievance at second stage.

3.03.3 Third Stage

If the two parties are unable to agree at second stage, then within fifteen (15) days of receipt of an answer at second stage, the Union must take up the grievance in writing, with the President and the Human Resources Director (or their representatives). The answer to the third stage grievance must be given within ten (10) days of the meeting held to discuss the grievance at third stage.

3.03.4 Final Stage - Arbitration

If the two parties are unable to agree at third stage, then within twenty (20) days of receipt of an answer at third stage, the Union must notify the Company in writing of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the third stage shall be submitted to a single arbitrator, however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. Should the parties fail to reach Agreement within seven days of the date of such notice, the necessary appointment shall be made as outlined in the Labour Relations Code upon the request of either party. The Arbitrator shall proceed as soon as practical to examine the grievance and render his judgment, and his decision shall be final and binding upon the parties and upon any employee affected by it.

Arbitration Board

If a grievance is to be adjudicated by an Arbitration Board of three members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairman. If the two appointees fail to agree upon the Chairman within the time limit, the appointment shall be made as outlined in the Labour Relations Code upon the request of either party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.

Each party shall pay the fees and expenses of its appointee to a Board and one-half the fees and expenses of the Chairman, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

3.04

Time Limits

It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the aggrieved party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement. "Days" means working days and excludes Saturdays, Sundays and Statutory Holidays.

4.00 WORKING PRACTICES

It is recognized that working practices can vary from one Union Local to another. Working practices not specifically provided by the Agreement shall be the subject of mutual agreement between the Company and each Union Local. Understandings about such working practices shall be filed with the Company and the Union Local concerned and any dispute as to the existence of such an understanding shall be decided by the President of the Company, subject to appeal by the Union through the grievance procedure set out in Section 'G' 3.00.

Subject to Section 4.01 below "Technological Change", it is further agreed that no future changes will be made to working conditions agreed to by the Company and the Local concerned, nor will new conditions be introduced unless the change or the new working condition is agreed to by the Company and the Local concerned.

4.01 Technological Change

The parties hereto agree to cooperate so that the Company can take full advantage of improved technology.

The Company shall notify the Union six (6) months or as soon as practicable, in advance of an intent to introduce new technology which will affect ten (10) employees or **twenty (20)** percent of the department, whichever is less.

After receipt of such notice the Company and the Union will meet to decide on the best treatment of employees who may be affected. Failing agreement, either party may refer the matter to Arbitration covered under Part 'G' Section 3.03.4 of the Grievance Procedure.

It is agreed that if a regular employee is displaced due to technological changes, the employee will be given the opportunity to transfer to a current vacant position subject to the employee's ability and seniority or the employer will train wherever practicable displaced employees for other positions covered by this Collective Agreement. A regular employee for whom no job is available because of technological change will, upon termination, receive severance pay as calculated by the following method

- a) **One week's** pay for each full year of continuous service up to and including the 0th year.
- b) **In the 10th year or more, two weeks** pay for each full year of continuous service.

Severance pay as provided for above will not be applicable where employees decline training as provided for under this Section, and as a result, terminate, or are terminated.

5.00 RULES AND REGULATIONS

5.01 All employees shall be governed by the rules and regulations established from time to time by the Company, and shall observe the Company orders which are communicated orally or by written bulletin, unless such orders are contrary to law or to the provisions of this Agreement.

5.02 When an employee is required to be absent from his regularly scheduled work in connection with matters covered by Section 5.02.1 and 6.01.1, he will be reimbursed for his regularly scheduled hours of work necessarily lost, at his regular straight time hourly rate of pay.

If an employee is required to attend, at the request of the company, the employee will be reimbursed as outlined above, including SWWL as outlined in Section 14.02.1.

5.02.1 Legal Liability

The Company will indemnify and hold harmless employees from legal liability imposed upon them arising from their normal course of employment. The Company does not and cannot be expected to assume risk from mistakes by employees which are made by going beyond the scope of their employment or which arise from gross negligence.

It is understood that this coverage applies to former employees if the incident giving rise to liability took place during the course of their employment with the Company.

In most situations covered by this indemnity agreement the interest of the Company and the employee will coincide and the Company will carry the defence of the action.

6.00 REPORTING TIME

6.01 Reporting for Court Appearance

6.01.1 Witness Pay

Any employee compelled to attend an inquest or court on a subpoena requested or procured by Company officials, or required to appear for and by the Crown as a witness to an event occurring during his actual working hours, will be reimbursed by the Company for his regularly scheduled hours of work necessarily lost, at his regular straight time hourly rate of pay. Any fees received by the employee for duties referred to in this Section shall be turned over to the Company, except those received by the employee while on days off, Annual Vacation, or Statutory Holidays. Employees attending an inquest or court on a Company requested or procured subpoena will be reimbursed for reasonable expenses when away from home. Duties under this section which extend beyond four weeks will necessitate a review of the employee's days off to assure some period of rest. He must report to work promptly after being released or excused by the courts.

6.01.2

Jury Duty

When an employee is required to be absent from his regularly scheduled work to report for jury duty, as prescribed by applicable law, the Company shall pay him the difference between the compensation paid to him by the court, excluding travel expenses, if any, at his regular day work rate for the straight-time hours he otherwise would have worked. In addition, an employee required to be absent from his regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost. In order to receive such payments, an employee must give the Company prior notice that he has been summoned for jury duty, must furnish satisfactory evidence that he reported for or performed the jury duty for which he claims payments, and must report back to work promptly after being released or excused by the court. Duties under this section which extend beyond two (2) weeks will necessitate a review of the employee's days off to assure some period of rest.

6.01.3

Veteran's Leave

Employees who are former members of the Canadian Armed Forces and who are called up for active duty by the Federal Government shall be **entitled to retain all rights** of the collective agreement including **the accumulation of such** items as seniority and vacation entitlement for a period of **eight months**. **This** may be extended by mutual agreement by both parties.

6.02

Reporting in Connection with Claims and Accidents

The Company can request an employee to attend the Head Office at any reasonable time in connection with claims or accidents.

An employee shall be paid at straight-time rates for the time of such a report and a minimum payment of one hour shall apply. A payment of forty-five percent (45%) of the employee's straight-time hourly rate shall be paid to Enginemen, Conductors and Brakemen who are required to complete accident report forms outside regular working hours. The company will pay travel time when an employee is called in for an accident report on his scheduled day off.

6.03

Reporting for a Medical Examination

If an employee is required to attend the Company's appointed Doctor before resuming work following a period of illness, but is unable to do so immediately because the office is closed, then he shall not suffer loss of wages as a result of the delay.

If an employee is required to attend his doctor before returning to work following a period of disability, he will be notified of such requirement at least **5** working days prior to his return date.

6.04

Call-Ins

If an employee is called in by the Company ~~outside~~ his normal working hours, for an interview for any purpose other than completing an Accident Report, he shall be paid at straight-time rates for the time of such interview. A minimum payment of one hour shall apply.

7.00

DISCHARGE, SUSPENSION AND DISCIPLINE

The Company may **discipline**, suspend or dismiss any employee for **just** cause, however the **Union** shall have the unrestricted right to appeal through the grievance procedure. In cases of discharge or other forms of **discipline**, the burden of proof for just cause shall rest **with** the employer.

7.01

Preferred Handling

Where an employee is suspended or dismissed by the Employer, the Employer shall **notify** the employee **in writing** of the **suspension** or **dismissal**. The **notice** shall set forth the reasons for the suspension or **dismissal**. A copy of the written notice shall be forwarded to the **union** **within** twenty-four (24) hours of the action **being** taken.

7.02

Right to have Steward ~~Present/Advance~~ Notice

- a) Where a supervisor **Intends** to **Interview** an employee for **disciplinary** purposes, the supervisor shall advise the employee and the **Union**, in the advance of the **interview**, regarding reasons for **discipline** and of **his/her** right to **union** representation.
- b) The Steward shall have the right to consult **with** a **CUPE Representative** and to have **him/her** present at any discussion with **supervisory** personnel that may be the **basis** for **disciplinary** action. **This** process **must** not result in undue delay in the **appropriate** action being taken by the supervisory personnel.

7.03

Personnel Records

- a) An employee or the **Union**, **with** a release from the employee, shall have the right to have **access** to, and review, **their** personnel records **with** **forty-eight** (48) hours notice.

At any 3rd stage grievance meeting **pertaining** to **discipline**, upon request by the **union**, the company will provide **copies** of previous **discipline** letters on the griever's **file**.

Further the company **will provide** a copy of any record **indicating** the issuance of any **verbal warnings**.

- b) No disciplinary notation will be entered ~~into~~ an employee's record without the concerned employee being so advised, and ~~initialing~~ the document. Should the employee refuse to ~~initial~~ any document, the Job Steward shall do so in ~~lieu~~. The ~~parties~~ agree that ~~initialing~~ of any document shall be acknowledgement, not ~~acceptance~~ of ~~said~~ document.

8.00 VACANCIES, PROMOTION & LAY-OFFS

8.01 Job Vacancies

- 8.01.1 When job vacancies occur they shall be posted on Railway bulletin boards and a copy sent ~~to~~ the ~~union~~ office. Promotion will be governed by proficiency and seniority and in the case of all job vacancies the Company shall have the right to final selection.

- 8.01.2 All job vacancies at Southern Rail whether temporary or full-time shall be posted on Railway bulletin boards and a copy sent to the union office. This includes vacancies in units covered by the ~~CUPE~~ and the ~~OPEIU~~. The vacant positions shall be posted for a minimum of five (5) working days in order to give employees the opportunity to apply for the vacant position. The job posting shall contain all pertinent details such as job title, job description, rate of pay, etc. ~~CUPE~~ members will be given preference for all ~~CUPE~~ job vacancies and where vacancies occur within the ~~OPEIU~~, consideration will be given to ~~CUPE~~ applicants before hiring from outside bargaining units.

8.01.3 Exception to Seniority For Promotional Opportunities

Solely for ~~the~~ purpose of ~~selection~~ for promotions, ~~the~~ seniority clause of this Agreement shall not apply to Track Foremen, Rail Traffic Controllers, Car Controllers and Rate Clerks.

8.02 Promotion Date

The Company agrees that vacancy bulletins shall have a starting date. Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible, but not later than six (6) weeks from the date of notification. Pay will commence with the starting date in the new position.

8.03 Lay-off and Recall

When it is necessary to reduce staff, layoffs and recalls shall be made on the basis of last on, first off, and last off, first on. The Union will be advised of staff reduction. It is understood that prior to a layoff, temporary employees will be terminated first within the department affected. A permanent employee who is designated to be laid off will be considered for any vacancies, that he is qualified to fill, in other departments.

8.03.1 Seniority

An employee's seniority for layoff shall be based on regular unbroken service since the last starting date within each of the Rail Departments (i.e. Operation, Shops, Track Maintenance or Freight Office). Time on layoff will not be counted toward seniority. Where seniority is tied, all previous regular service with Rail Division will be **used** to determine the senior man.

8.03.2 Bumping

Where there is a need for a reduction, the most junior person in the classification affected will be laid-off. This employee will be provided with a minimum of two weeks notice. Where an employee has been identified for layoff they may replace the most junior employee in a previously held classification of an equivalent or lower level within his current department.

The only exception to the above will be in the Freight Office and Track Maintenance where the position to be eliminated will be identified. Within Freight Office, the incumbent may bump any junior position (at an equivalent or lower level) which their seniority allows them to hold. Within Track Maintenance, the incumbent may bump any junior employee in a previously held classification of an equivalent or lower level. All bumping will be subject to the employee being qualified and able to perform the job. Bumping election must be made when **requested** by the Company. In no case will **this first** election be required **prior** to seventy-two **(72) hours** from the notification. All subsequent elections must be **decided** within **24** (twenty-four) **hours** of notification.

An employee bumping will be given a maximum of 2 (two) weeks of familiarization to demonstrate their ability to perform the duties required on the job.

8.03.3 Severance Pay

Where an employee is designated for layoff, they may elect to accept termination with severance pay in lieu of bumping or layoff to the recall list. Severance pay will be based on one (1) weeks' pay for each full year of service with the Rail Division.

8.03.4 Recall to Work

An employee on layoff shall hold Departmental recall rights to his/her former regularly held job classification. An employee laid-off shall leave an address with the Company and not **less** than seven **(7)** calendar days notice of resumption of work shall be given by the Company sending recall notice, by registered mail to the address given. The onus shall rest with the employee to notify the Human Resources Department in writing **and** (the Union with respect to any **changes** in address. If the recalled employee does not resume his/her position he/she will be terminated and the position shall be deemed vacant. Consideration will be given as

to the reason for not returning providing it is brought to the attention of the Company within fourteen (14) days from the date the employee was to resume work.

An employee shall not be considered new in restarting providing he/she is recalled within twentyfour (24) months from the date of layoff. The recalled employee will regain the same status, in terms of seniority, annual vacations and sick leave as that he/she held at the time of layoff. Benefit entitlements will be reinstated immediately providing he/she is recalled within six (6) months from the date of his/her layoff. In all other circumstances the required waiting periods will apply.

9.00 ANNUAL VACATION

9.01 Definitions

"Year" shall mean calendar year. "Day" shall mean working day. "Service" shall mean an accredited service with the Company which is the total of all periods of service as an employee of the Company or predecessor companies but excludes any periods of temporary employment with Hydro's Construction Departments.

9.02 Vacation Entitlements

In the year in which a new employee completes his first year of service, he shall be entitled to vacation with pay equal to one-twelfth (1/12) of fifteen (15) days for each full month of service during the year in which he was hired, calculated to the nearest full day.

Employees who complete the years of service shown under column one (1) shall be entitled to the corresponding number of days of annual vacation with pay as shown in column two (2) to be taken during that year and subsequent years.

<u>(1)</u> <u>Years of Service</u>	<u>(2)</u> <u>Vacation Entitlement</u>
1 year of service	15 days
10 years of service	20 days
18 years of service	25 days
30 years of service	30 days

Effective April 1, 2003 10 years of service will change to 7 years of service with a vacation entitlement of 20 days.

An employee shall EARN his annual vacation entitlement for any calendar year only when he reaches his anniversary, although he may take his annual vacation anytime during that calendar year.

However, an employee is not entitled to take a vacation until he has completed six months' continuous service.

9.03 Calculation on Vacation Pay

9.03.1 General Rule

As a general rule, payment for annual vacation will be based upon one of two calculations, whichever yields the greater amount:

- a) the straight-time wage rate of the employee's regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation, or
- b) the employee's straight-time earnings which shall include pay for overtime worked, for the previous year are multiplied by a percentage rate applicable to the employee's vacation entitlement, i.e. six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%).

If necessary, adjustment of vacation pay will be made by the year end to ensure that each employee received the greater amount of vacation pay from application of either the going rate (a) or percentage (b) calculation above.

Employees upon request of Annual Vacation pay advance, shall receive the equivalent of his net weekly pay times the number of weeks vacation being taken at that time. Requests for advances will be made on Request for Advance Form and the form must reach the Pay Department not less than ten working days before the advance is required. Unearned vacation taken will be recovered from the employee on termination.

9.03.2 Split Vacations

The Company reserves the right to split four, five and six week vacation periods in two pieces only in order to meet operational requirements. In the event that a vacation entitlement is split, either upon the Company's direction or by an employee's choice; the employee may elect in writing at the start of the year to have the percentage calculation, Clause "G" 9.03.1 (b), used for all periods of vacation. If no such election is made, vacation pay will be calculated according to the general rule set out in Clause "G" 9.03.1 and any adjustment will be paid after the last piece of vacation is taken.

9.03.3 On Termination

Any employee whose service with the Company is terminated shall receive vacation pay, calculated according to Section "G" 9.03.1, for any unused vacation entitlement based on service up to the date of termination. The vacation entitlement for the termination year shall be prorated by the length of service in that year.

Any employee hired in 1976 or later, upon termination of service, will receive final vacation pay prorated to his anniversary date.

Vacation pay which has been received by the employee but not yet earned will be recovered from the employee on termination.

9.03.4 Nothing in Section "G" shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

9.04 Prorating of Annual Vacation Entitlement Because of Absences

Leaves of absence for any purpose up to a total of three months (six months for WCB) in any year shall not reduce an employee's annual vacation entitlement in the following year. If leaves of absence exceeds three months (six months for WCB) in total in any year, an employee's annual vacation entitlement in the following year shall be reduced by one-ninth for each full month of absence in excess of three months (six months for WCB prorated at 1/6 per month).

9.05 Vacation and Sick Leave

A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent on sick leave immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if work arrangements permit. If it is not practical to reschedule a vacation then the employee shall receive pay in lieu of the vacation in addition to any sickness protection benefits which may apply in his case.

In order to qualify for sickness protection benefits in addition to vacation pay, an employee must present a medical certificate on the prescribed form to the Human Resources Department (available from Human Resources).

9.06 Vacation Banking

Effective with the 1976 vacation sign-up, employees with 4, 5, 6 weeks of vacation may bank one (1) week. Vacation time banked must be taken as "time off", subject to staffing requirements, or "pay in lieu of" prior to the next vacation sign-up or the end of the following year whichever is applicable.

10.00 **STATUTORY HOLIDAYS**

10.01 Definition of "Statutory Holidays"

For the purpose of the Agreement, the following shall be acknowledged as "Statutory Holidays":

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

or days in lieu of these listed holidays, and any other additional public holiday gazetted, declared or proclaimed by the Government of Canada or by the Government of the Province of British Columbia.

10.02 Payment for Statutory Holidays

10.02.1 Eligibility for Payment

Whether a statutory holiday is worked or not worked, an eligible employee shall be paid statutory holiday pay equivalent to a normal day's time at straight-time rates.

An employee shall be eligible for statutory holiday pay provided he is at work either the working day before or the working day after the statutory holiday but he shall not be eligible when a statutory holiday falls during any of the following periods of absence:

- paid bereavement leave;
- absence due to sickness or non-occupational injury;
- Workers' Compensation absences;
- approved leave of absence;
- any absence without the Company approval;

In no instance will an employee receive, for the same day, both statutory holiday pay and Workers' Compensation, bereavement pay or payments under the Sick Leave Protection Plan.

10.03 Banking Statutory Holidays

Employees who are required to work, or who are on annual vacation or a regularly scheduled day off, on a statutory holiday may elect to bank those holiday days. Employees may use up to five (5) such banked days as "floaters" to be scheduled off as a day with pay in the current year, providing it is approved by the Supervisor.

At the end of each calendar year the Company shall determine the blocks to be taken and all holiday days remaining in the employee's bank shall be scheduled off in those blocks of five (5) days or four (4) days where there is a statutory holiday. Banked days which cannot be signed may be carried forward to the next calendar year. An employee may at any time prior to the holidays being signed up request payment of banked holiday time.

If any employee elects not to bank statutory holidays he shall nevertheless be required to work any holiday scheduled as a work day in accordance with Clause G 10.04 and he shall not receive another day off in lieu.

10.04 Working on a Statutory Holiday

The Company shall designate how many employees in each job classification shall work on each statutory holiday. Time worked on a statutory holiday shall be paid in addition to any statutory holiday pay, as provided in Section "G" 10.02. There shall be no compounding of premiums. Payment for time worked on a Statutory Holiday shall be as follows:

Time Worked	Rate of Pay (Times regular rate)
Up to 7.5 hours	150%
Alter 7.5 hours	200%

11.00 LEAVE OF ABSENCE

Subject to service requirements and reasons given for requesting a leave of absence, the Company will grant leave of absence in accordance with the conditions which follow. Leave of absence for Union business is set out separately in Clause "G" 2.06.

"Days" means calendar days.

11.01 Application and Approval for Leave of Absence

11.01.1 An employee must apply in writing to the Company for leave(s) of absence in excess of fourteen (14) days' total in any calendar year. **No** such leave(s) will be granted without written approval of the Company.

11.01.2 Leave of absence for the purpose of entering another occupation will only be granted by the Company. The Company may grant such a leave for health reasons upon the advice of the Company's Doctor.

11.01.3 The Company shall dismiss any employee who obtains a leave of absence under false pretences.

11.01.4 Employees elected to Federal, Provincial, Municipal, Canadian Confederation of Unions (CCU) or BC Council of the CCU full time office shall be granted as much leave as is necessary during the term of such office. Upon return to the Company, the employee shall enter the job classification he previously held without loss of seniority or accredited service. As a condition for the granting of the leave the employee shall reimburse the employer at times and in a manner suitable to the employer for its costs, if any, incurred during the leave under the terms of whichever pension plan of the employer's the employee may contribute to as a member of the Plan. Other terms of the Collective Agreement are not applicable to leave granted under this Subsection.

11.02 Length of Leave of Absence

Subject to staffing requirements, the Company may grant leave(s) of absence for reasons other than sickness, disability or serious trouble in an employee's family, up to the total limit for any calendar year.

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
Up to 1 year	14 days
1 to 5 years	1 month
More than 5 years	3 months

The above leaves of absence may be extended by mutual agreement between the Company and the Union. Union dues will apply during such leave.

11.03 Bereavement leave

In the event of a death in an employee's Immediate family, the company will grant a bereavement leave with pay up to three days in length for the purpose of arranging and/or attending the funeral. Bereavement leave will be granted only upon application by the employee and only for such time that the employee would normally have worked. "immediate family" shall be limited to include spouse, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, or adopted child. In the event of death of a mother or father an employee will be granted leave of absence with pay of one day if he is unable to attend the funeral.

11.04 Maternity Leave

- a) Leave of absence **without** pay for a continuous **period not** exceeding fifty-two (52) weeks **will** be granted to regular employees for maternity reasons.
- b) In order to be **eligible** for a leave of absence, a pregnant employee shall have a **medical certificate** completed by her **physician** and **submitted** to the Human Resources Department as soon as is reasonable within the second trimester.
- c) Employees will notify the Company at least four (4) weeks in advance of the date on **which** the employee intends to **begin** her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by **providing written** notice to the Company **no later** than **two (2) weeks prior** to the **date** she originally wished to commence her leave of absence. Should the employee suffer mental or **physical** illness as a result of pregnancy, she **shall** on the **recommendations** of

her **physician** In **consultation** with the Company's **appointed** Doctor, commence her leave of absence **immediately**.

- d) Once the employee has commenced her leave of absence, she **will** not be **permitted** to return to work **during** the **six (6)** week period following the date of delivery unless the employee requests a shorter **period**.
- e) A request for a **shorter** period under Subsection (d) shall be **given** in **writing** to the employer at least one week before the date the employee proposes to return to work, and **if required** by the employer, be accompanied by a **medical practitioner's** certificate stating the employee is able to resume work.
- f) Should the employee suffer mental or physical **illness** as a result of childbirth she may upon presenting to the Company a medical report from her **physician** apply to the Company for an **extension** of the **fifty-two (52)** weeks leave of absence to a date recommended by the **physician**.
- g) Where an employee **gives birth** or the pregnancy is **terminated** before a request for a leave is made, the Company shall, on the employee's request and on receipt of a **medical certificate** stating that the employee has **given** birth or that the pregnancy was **terminated**, grant the employee leave of absence from work **without** pay for a period of **six (6)** weeks, or a shorter **period** as the employee request.
- h) Where an employee has been granted maternity leave and is for reasons related to the **birth** or **termination** of the pregnancy as **certified** by a **medical practitioner**, unable to work or **return** to work after the **expiration** of the leave, the Company shall grant to the employee **further** leaves of absence from work **without** pay, for a period specified in one or more certificates but not exceeding a maximum of **six (6)** weeks.
- i) Employees **desiring** to return to regular employment **following** maternity leave shall notify the Company at least **thirty (30)** days **prior** to the desired date of return or **thirty (30)** days **prior** to the **expiry** date of the maternity leave.

In special circumstances, an employee may request a return prior to **six (6)** weeks **following** the date of **delivery**. This request must be **given** in **writing** to the Company at least one (1) week before the date that the employee indicates she **intends** to return to work and the employee must **furnish** the company with a certificate of a medical practitioner stating that the employee is able to resume work.

- j) On return from maternity leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- k) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- l) If the employee elects to continue to pay her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while she is on leave.
- m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the company.

11.05

Adoption Leave

- a) An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to thirty-seven (37) consecutive weeks, without pay, beginning within fifty-two (52) weeks after the child is placed with the parent. An employee shall be entitled to extend the adoption leave by way up to an additional five (5) weeks leave, without pay, where the child is at least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- b) In order to be eligible for leave of absence under this article, the employee shall be required to furnish the company proof of adoption.
- c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to

benefits to which the employee would have been entitled had the leave not been taken.

- d) If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while he/she is on leave.

11.06

Parental leave

- a) An employee may, upon four (4) weeks written notice, request leave without pay:
- i) For a birth mother who takes maternity leave, up to thirty-five (35) consecutive weeks;
 - ii) For a birth mother who does not take maternity leave, up to thirty-seven (37) consecutive weeks;
 - iii) For a birth father, up to thirty-seven (37) consecutive weeks.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- b) In the case of the natural mother, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article 11.04. In no case will the combined maternity and parental leave exceed fifty-two (52) weeks.
- c) In the case of the natural father, this leave must be taken within the fifty-two (52) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Company proof of the child's birth.
- d) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- e) If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while he/she is on leave.

11.07 Family Responsibility Leave

An employee is **entitled** to up to **5** days of unpaid leave during each employment year to meet **responsibilities** related to

- e) the care, **health** or education of a **child** In the employee's care, or
- b) the care or health of any other member of the employee's Immediate **family**.

In cases of family leave, direct contact **with** your **supervisor** must be made with as much notice as possible, with the exception of emergencies, in which case direct contact with **supervisor/Rail Traffic Controller** must be made **as soon** as possible.

12.00 SICK LEAVE

The provisions of this section shall apply only to regular employees.

It is the intent of both the Company and the Union that sick leave allowances are provided to cover legitimate sicknesses and off-the-job accidents and that reviews and consideration of individual sick leave usages must take place from time to time in order to achieve this intent. Employees misusing sick leave allowances shall be terminated.

Employees who receive reimbursement for lost wages through a third party liability claim shall repay the Company for any lost wages they have received. Sick days will be reinstated when full repayment is received by the Company.

Definitions:

"Year" shall mean calendar year; "Day" shall mean working day; "Service" shall mean accredited service with the Company as defined in Clause "G" 9.01.

12.02 Sick Leave Allowances

12.02.1 Three Month Waiting Period

There shall be no sickness protection during the first three months of employment. After the three month waiting period, three days shall be set up plus one additional day per month commencing in the fourth month of service up to a total of five days.

12.02.2 Yearly Sickness Protection

As of January 1 each year the Company will set up yearly sickness protection, based on service, to be used as insurance against absences due to legitimate sickness and off-the-job accidents experienced by the employee. For each employee who completes the service requirement shown under column (1) in any year, the Company will set up the corresponding number of days of sickness protection shown under column two (2) at the beginning of that year.

(1) Years of Service
1 year
2-4 years
5 years

(2) Sickness Protection
10 days
15 days
22 days

Plus five days per year for each full year of accredited service in the calendar year in which the sixth (6th) and successive anniversaries occur to a maximum of one hundred (100) days.

12.02.3 Absences Extending Into a New Year

An absence which extends into a new year shall be covered by the balance of the previous year's sickness protection. An employee must return to work in the new year to be eligible for the new yearly sickness protection.

12.03 Calculation of Sick Leave Pay

An employee who is eligible for sick leave and subject to sick leave allowances shall be paid at straight-time rates as follows:

- i) The first two (2) sick leave absences in the year will be paid at full pay;
- ii) Each subsequent absence beyond the first two (2) absences in the year will be paid at one-half (1/2) pay on the first two days (or portion thereof) and each consecutive day thereafter will be at full pay.

An employee's sick leave allowance will be reduced only by the time paid, e.g. if an employee is absent for four hours then his allowance will be reduced by four hours.

12.04 Application for Sick Leave Pay

12.04.1 An employee shall complete and submit within twenty-four hours of return to work an application for sick leave pay on the prescribed Company form for each absence.

12.05 Medical Evidence of Inability to Work

12.05.1 Where an employee:

- i) in the Employer's judgment is developing a pattern of consistent or frequent absence from work: or
- ii) has been absent for four (4) consecutive days, the Employer, at its discretion, may require the employee to:
 - a) attend a medical consultation and/or examination by the Employer's doctor or at the employee's option, his doctor;

- b) provide written authorization on the prescribed form, to permit the Employer's physician to inquire with the employee's doctor, or consulting physician, in order to obtain a medical diagnosis of the illness which has resulted in the employee booking off work or the overall level of his absenteeism.
- 12.05.2 (a) Employees shall be reimbursed for charges levied by the doctor for required medical examinations or certificates.
- 12.05.2 (b) Employees will be reimbursed one-half of the costs for obtaining medical certificates required by the insurance carrier for Weekly Indemnity and Long Term Disability.
- 12.05.3 Sick leave will not be paid when the medical diagnosis does not support the absence.
- 12.06 Weekly Indemnity Plan
- 12.06.1 The Company shall continue to provide a mutually acceptable Weekly Indemnity Plan which will provide a benefit of fifty percent (50%) of normal earnings upon completion of three working days of absence due to sickness or off-the-job accidents. Membership in this welfare plan shall be a condition of employment upon completion of three months continuous employment and premiums shall be shared seventy-five (75%) by the Company and twenty-five (25%) by employee members of the Plan.
- 12.06.2 Weekly Indemnity Supplement

Once an employee becomes covered by Weekly Indemnity benefits, the Company will pay a supplement of fifty percent (50%) of normal straight-time earning from unused sick leave allowances which will be reduced at the same rate, i.e. by one-half (%) a day for each full day of absence until they are exhausted.
- 12.06.3 Long Term Disability Plan

Upon completion of twenty-six (26) weeks of disability under the Weekly Indemnity Plan the employee will apply for Long Term Disability benefits. Once eligible the employee will receive fifty percent (50%) of normal earnings which will be supplemented by fifty percent (50%) of normal straight time earnings from unused sick leave he has remaining. The sick leave used will reduce as outlined in section 12.06.02.
- 12.07 Upon termination, the Employer will provide one week's severance pay for each year of service to regular employees who become health cases to the extent that they may not continue on in their jobs, but who are not in receipt of Weekly Indemnity or Long Term Disability benefits, or Workers' Compensation Board benefits.

13.00 MEDICAL AND DENTAL INSURANCE

Membership in the basic medical plan, the supplementary medical plan and the dental plan is a condition of employment except for temporary and summer relief employees. Eligible employees may waive membership provided they can prove they have alternate coverage elsewhere. Premiums shall be shared seventy-five percent (75%) by the Company, twenty-five percent (25%) by employee members.

The Company will pay 100% of the premiums for MSP, EHB and Life Insurance.

In regards to MSP premiums, the Company will pay 100% of the premiums to a maximum:

Effective	April 1 2003	April 1 2004
Single	\$54.00	\$57.00
Couple	\$96.00	\$100.00
Family	\$108.00	\$112.00

13.01 Basic Medical Coverage

The basic medical plan shall provide coverage under the Medical Services plan of British Columbia as specified in the BC Medical Services Act and Regulations.

13.02 Extended Health Benefits

The Supplementary Plan shall provide additional health benefits equivalent to the standard PBC Health Services Society Extended Health Care Plan as it exists at the date of signing of this Agreement.

The Extended Health Plan will provide for corrective eyeglass lenses, frames, and contact lenses, excluding sunglasses and safety lenses and limited to a maximum reimbursement of one-hundred and fifty dollars (\$150.00) per person every two (2) years.

This plan will be amended effective April 1, 2003 to increase the reimbursement to **\$250.00** per person every two (2) years. This amendment will also include eye examination coverage up to a maximum of **\$50.00** every two (2) years. If the company requires the eye examination the company will pay for the examination.

Also effective April 1, 2003 the deductible will increase from **\$25.00** to **\$50.00** per family per calendar year.

The lifetime maximum will increase from **\$7,500** to **\$50,000** on the first of the month following ratification.

Effective April 1, 2004 the lifetime maximum will increase **from \$50,000 to \$100,000.**

13.03

Dental Plan

The Company agrees to provide a **dental plan for all eligible regular** employees covered by **this** agreement.

The benefit of the plan **will** be equivalent to those offered by **PBC** In Plan A **eighty percent (80%) co-insurance** and Plan **B** **fifty percent (50%) co-insurance** and, Plan C **fifty percent (50%) co-insurance** with a limit of one thousand two hundred fifty dollars **(\$1,250) maximum lifetime benefits** per person enrolled in the Plan.

Effective **April 1, 2003** Plan C lifetime maximum will increase to two **thousand five hundred dollars (\$2,500).**

Effective **March 31, 2005** this **maximum** will increase from two thousand five hundred dollars **(\$2,500)** to three **thousand five hundred dollars (\$3,500).**

14.00

SHORTER WORK WEEK LEAVE

14.01

Definition

- a) Shorter Work Week Leave (SWWL) is a form of compensation which is based on time worked during the preceding year.
- b) "Earning Year". shall mean the twelve month period from April 1 to March 31 which is used as the basis for calculating an employee's SWWL entitlement for the following year.

14.02

Entitlement

- a) Effective **April 1, 1981** and thereafter the work week shall be reduced to the equivalent of thirty-five (35) hours. This shall be accomplished as follows:

Employees shall work either a seven and one-half (7.5) or eight (8) hours work day, five-day week and shall earn and bank a maximum SWWL entitlement of seventeen (17) days per year. This bank shall be scheduled off or paid out in the following earning year.

- b) Employees hired after **September 1, 1997** will not earn SWWL.

Current employees with a seniority date prior to **September 1, 1997**, will have their SWWL protected and will continue to earn SWWL as per the Collective Agreement.

14.02.1 Calculation of Individual Earned Entitlement

In the earning year commencing April 1, 1981, and each subsequent April 1, an employee shall earn one-half ($\frac{1}{2}$) hour entitlement for each regular full shift of work and for each day paid as annual vacation, a statutory holiday, S.V. (effective November 30, 1984) or SWWL day. All other time paid, including spareboard guarantee, or leaves from work, with or without pay, will not earn SWWL.

14.03 SWWL Sign-Up or Pay-Out

- a) There will be a sign-up each year when employees will schedule their entire individual entitlements as time off with pay in blocks of five (5) days or four (4) days in weeks where there is a statutory holiday.

At this sign-up, not later than the second week of January, employees have the option of either scheduling time off or electing to buy out any number of their SWWL entitlement.

Any SWWL day remaining (e.g. not a multiple of five) may also be scheduled as time off or may be taken in pay, and employees will so designate these residual SWWL days at the time of sign-up. SWWL entitlements which result in partial days will be paid out.

All SWWL scheduled as time off will be subject to staffing and productivity requirements at the discretion and approval of the Company.

- b) Any SWWL entitlements not taken as time off or designated to be paid at March 31, 1983 and each subsequent March 31 will be paid out at straight time rates.
- c) Compensation for the days taken in pay will be paid in the month following the end of the earning year.
- d) SWWL entitlements which are paid out will be paid at the employee's base rate for his current classification.

14.03.1 Changes to SWWL Schedule

Sign-up SWWL may be cancelled, due to operational reasons, by mutual agreement between the employee and his supervisor. Such cancelled leave will be rescheduled by March 31.

It must be understood that this Agreement in no way affects the Company's right to determine the time to be scheduled on the sign-ups nor the scheduling of single days off. Both of these are subject to staffing and productivity requirements and approval of the Company.

15.00 SAFETY

15.01 Intent to Conduct a Sale Operation

It is the intent of the parties to conduct a sale operation. To this end the Company agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or for the protection of any employee from safety hazards in the performance of his work.

Each department is to establish monthly meetings for the Safety Committee. Members of the Safety Committee shall be paid so that there will be no loss of earnings.

15.02 Safety Shoes. Cost Sharing

When safety shoes are required on the job and with prior approval by the supervisor concerned, the Company will pay half the cost of safety shoes purchased by employees in classifications listed below provided the shoes are purchased by employees at reasonable intervals and provided that the shoes are suitable to the type of work performed.

15.02.1 Locomotive and Car Shops

All categories.

15.02.2 Rail Operations

Locomotive Engineer
Conductor
Brakeman

15.02.3 Track Maintenance

All categories

15.02.4 Freight Office

Yard Checkers
Claim Inspectors

15.03 Safety Shoes -Cost of Repairs

Subject to the approval of his supervisor an employee will be reimbursed one-half the cost of repairs to approved safety shoes.

16.00 PAY STATEMENTS

Employees shall be paid every two weeks on every other Friday or on the preceding working day when a pay day falls on a holiday. Adjustments of a pay shortage of one full day's pay or more can be made at the request of the employee.

17.00 TEMPORARY EMPLOYMENT

17.01 Period of Hire and Payment

A temporary employee (full-time or part-time) is one hired to perform work of a temporary nature. Temporary employees may be hired for a period six (6) months or less, except that in the Locomotive and Car Shops the period will be three (3) months or less. Situations which require longer periods of employment will be mutually agreed by the parties. Temporary employees will be paid one hundred twenty percent (120%) of the applicable straight time hourly rate in lieu of annual vacation, statutory holidays and all other benefits and health and welfare items. Temporary employees will not accumulate seniority.

17.02 Freight Office

- a) Temporary employees hired to work in the freight office will be hired as 'D' Clerks, except that they may be upgraded as required provided that regular employees are given first opportunity to perform such duties.
- b) In the event of a lay-off where senior employees have to bump to a lower classification, they shall receive the twenty-four (24) month rate of pay in the lower classification.
- c) In the event of new positions being created within the scope of the bargaining unit or through normal promotions, an employee who is demoted because of loss of higher category work is now re-promoted, he shall receive the step rate of pay he previously held.

17.03 Rail Operations

Temporary employees shall not be hired to work in the Railway Operations.

18.00 TIME SLIPS

All correctly prepared time slips, and overtime slips must be submitted at the end of each shift. Time slips for spareboard guarantee are to be submitted prior to the end of the applicable pay period. If not challenged by the Company within the following five working days the time slip will be assumed to be correct and processed accordingly.

19.00 PENSION PLAN

The employee and employer contributions shall be equal. The employee and employer contributions shall be fixed at the following amounts:

April 1, 1993 seven percent (7%)

of "plan earnings" as defined in Schedule "A" to Appendix "C". These contributions shall not be subject to change unless the parties themselves agree to do so at the time.

19.01 Post Retirement Benefits

Employees with **10** years or more **service** with the company and who are **collecting** an **SRY pension** are **eligible** for coverage for:

MSP
EHB, and
Declining Life

provided they **retire** from active **service** from **SRY** and are currently enrolled **In** the above benefit plans.

The above plans will be **paid** for by the employer.

20.00 CONTRACTING OUT

- (1) It is the Intent of the Company to continue to use Its employees to perform work, however, in the event It is necessary for bona tide operational reasons to contract out work which is normally performed by bargaining unit employees, the Union will be advised as far in advance as is possible of the date and reasons for the contracting out.
- (2) Contracting out will not be done to evade the wage and benefit provisions of the Collective Agreement.
- (3) The Union representatives and the Company will meet promptly to discuss contracting out. **If the** Union representatives can demonstrate that the work could be performed just as efficiently and economically by bargaining unit employees as by subcontractors, then every consideration will be given by the Company to have the work performed by bargaining unit employees.
- (4) Disputes arising as a result of work contracted out will be referred to arbitration without delay.

21.00 Method of Payment

21.01 Overtime Banking

An employee who works one hour or more of overtime may bank such overtime and subsequently **receive** time off **at a time** mutually agreeable to the employee and his supervisor. The total number of hours banked by an employee shall not exceed **37.5** hours.

The premiums **applicable** to these overtime hours will be paid out at the time earned. **This will result** In banking an hour of overtime for an hour of banked time. The time banked (**maximum 37.5** hours) will be taken **in** the subsequent calendar year.

RAIL OPERATIONS ("R")

1.00 HOURS OF WORK

1.01.1 Work Day and Pay Period

Seven and one-half hours (7 1/2) shall constitute a normal shift and seventy-five (75) hours shall constitute a normal pay period in fourteen (14) days.

1.01.2 Days Off - Trainmen

Insofar as is practicable, four days off will be allowed in each fourteen (14) day pay period. Should less than four (4) days off be allowed in any pay period, the remaining days off will be allowed in the next pay period in accordance with the requirements of the service.

1.01.3 Requirement to Work on Days Off

It is understood that during periods when exceptional demands are made of the service, trainmen may be required to work on their days off. An employee shall not be compelled to take another day off in lieu of having worked on his scheduled day off. Method of payment for such work is provided in Clause "R" 3.01.3.

1.01.4 Non-Standard Work Week

The Rail Traffic Controller will compile the number of days worked in each pay period by trainmen changing assignments and attempt to control trainmen to twenty (20) days over two pay periods.

A trainman having a nineteen (19) day pay in a two (2) pay period will be entitled to one (1) extra day on the spareboard and will retain his seniority for that day.

A trainman who is scheduled to work in excess of twenty (20) days in two pay periods will be paid time at prevailing overtime rates, unless a spareboard man is available to relieve him for the days in excess of the twenty (20) day period.

1.01.5 Calendar Day

All work starting between 00:01 and 23:59 will be considered as that calendar day's work. All overtime and WDO will be paid on the calendar day basis.

2.00 ASSIGNMENT OF WORK

This Section applies to trainmen working at the following locations: District One, Queensboro, Annacis Island, New Westminster Terminal Freightyard, and Carrall Street Yard Runs.

When trains are operated over District One and Districts Two and Three, such assignments will be prorated among the districts on such basis as may be mutually agreed.

This Section also applies to conductors and brakemen on the part of the Company System known as District Two (Lulu Island Branch) and District Three (Fraser Valley Branch)

2.01 Sign-up

2.01.1 Trainmen will sign in order of seniority for the work assignments on posted running sheets as follows:

- a) one Conductor in charge of the train
- b) one Engineer in charge of the locomotive
- c) if required, one or more Brakemen as indicated

2.01.2 The Superintendent, or delegate, will advise the Union which assignments have been designated to operate without a Brakeman prior to the sign-up. In the event the Union disagrees with the manning on any of the assignments, the Union shall advise the Superintendent, or delegate, in writing within ten (10) days stating the reasons. Where the difference is not resolved through discussion within ten (10) days either party may refer the matter directly to an expedited arbitration constituted under Clause G3.00. The Arbitration Board shall be a single Arbitrator. The Arbitrator will consider the respective merits of the positions of the Parties and make a determination as to whether the manning on the disputed assignment is to be a three-man crew or two-man crew.

2.01.3 Protected Trainman

An employee who has a seniority date as a Brakeman prior to October 30, 1981 shall be designated as a "protected Trainman".

Protected Trainmen will not be laid off as a result of the implementation of three (3) man crews. In the event of a layoff on the system due to slackness of work a protected Trainman would be laid off only if he would have been subject to layoff in the same circumstances when reduced crews consisted of four men.

All Trainmen who have a seniority date prior to October 19, 1997 will not be laid off as a result of implementing two-man crews. In the event of a layoff on the system due to a loss of business, Trainmen would only be laid off as a result of this loss, not due to the implementation of two-man crews.

2.01.4 Three-Man Crew Operating

When an assignment operates with a three-man crew the following will apply:

- a) crew members will be supplied with radios so that there will be communication between the Conductor and the Locomotive Engineer
- b) the train shall not be put in motion at any time except on receipt by the Locomotive Engineer of a clear direction to do so from the Conductor

- c) three-man crews who are required to switch en route will be governed by the rest clause. Every effort will be made to have such crews reach their terminal within the rest clause which would require the discontinuance of switching.

2.01.5 Three-man Crew Premium

Each protected Trainman working on a three-man crew assignment will be paid an additional five percent (5%) per hour premium for each hour worked on a three-man crew.

2.01.6 Two-man Crew Premium

Each trainman working on a reduced crew assignment will be paid an additional 12.5% per hour premium for each hour worked on reduced crew.

2.02 Running Sheets - Frequency

Not less than five (5) new running sheets for railway operations will be posted during each calendar year and no running sheets shall be in force for a period longer than ten (10) weeks plus the period to the next succeeding pay break unless otherwise agreed between the parties. These provisions shall not preclude the right of the Company to introduce additional running sheets as conditions may warrant. It is further agreed that the Company shall be in charge of sign-up times. If exceptional conditions prevail at the time announced for bringing into effect a new running sheet, then the Company may extend the existing sheet until conditions return to normal. When a trainman is scheduled to sign-up and is not available and has not left a list of desired assignments the following procedure will apply:

- a) **Rail Traffic** Controller will attempt to contact trainman
b) Upon failure to contact trainman, **Rail Traffic** Controller will advise Union, who will sign-up the Employee.

2.03 Home Terminals

The home terminal for all sparemen will be the Greater Vancouver area (Langley and west thereof). The home terminal for signed-up men will be the terminal so designated on the sign-up. Where circumstances warrant, any man required to work a run which ties up away from his home terminal shall, on approval of a supervisor, be provided with suitable **room and board**. Such approval will not be unreasonably withheld.

2.04 Relief of Trainmen

Provided there is a suitable relief man available, the Company will furnish relief to a trainman if the relief is requested prior to 14:00 on the preceding day. Cases of emergency relief are excepted from the requirement of notice. Reliefs will be granted in the order in which applications are made. **No** application shall be filed

earlier than thirty (30) days before commencement of leave required.

2.05 Reporting After an Absence

Trainmen returning to work after an absence for sickness or other cause shall book back on duty with the Rail Traffic Controller by 13:00 of the day prior to resuming duty in order to be entered on the board for their regular run.

2.06 Spareboard

Any District One, Two or Three man who does not wish to sign-up for a regular run may sign the spareboard sheet instead.

2.06.1 Filling Vacancies in Freight Service

Vacancies in freight service will be filled by the senior competent spareboard man desiring same, or as otherwise mutually agreed, it being understood that all jobs must be covered.

2.06.2 Last Minute Absence Due to Sickness or Other Cause

- a) Where a crew is shorthanded due to an unforeseen situation, the remaining members of the crew will commence work on schedule providing there are qualified men on the crew, the Company will obtain a replacement for the absent crew member as soon as possible.
- b) Delimitation of last minute absence - Absences reported later than thirty (30) minutes before crew call time.
- c) In the event of a last minute absence employees in the process of breaking in will not be given temporary promotions. Brakemen must be qualified tall end brakemen.
- d) The conductor's decision regarding the manner in which work will be accomplished will prevail.
- e) This clause does not apply to designated two-man crews.

2.06.3 Spareboard List

A spareboard list assigning men to vacant runs shall be posted not later than 16:00 of the preceding day in Trapp yard, and if a spareboard man is not marked up correctly according to seniority he shall receive pay equal to the run which the mistake deprived him of unless work is provided for him within the same hours as far as practicable, and paying the same amount of time.

In accordance with Clause 2.06.1 vacancies occurring between standard report times must be covered and therefore it is the obligation of spareboard men to ensure they can be contacted as required.

2.06.4 Spareboard Men Days Off

Insofar as is practical, sparemen will be allowed four days off in a pay period with no less than two consecutive days off.

2.06.5 Spareboard Rules

1. Spareboard men desiring to exercise their seniority for the following days work must call the Yard office by 14:00. If the spareboard man fails to call or leave his choices, the man will be placed on the job with the earliest starting time subject to provisions of the rest clause. A spareboard man may accept a vacancy with less than eight hours rest.
2. Spareboard men are required to check the spareboard list or to call in by phone for next day's work.
3. Spareboard men not assigned will be governed by the following procedure.
 - a) Sparemen will be assigned hours to protect all spare work for a continuous twelve (12) hours. The protect hours to be assigned will be either 00:01 to 12:00 or 12:01 to 23:59.
 - b) During their protect hours the sparemen must provide the Yard Office with a phone number where they can be contacted if not at their normal place of call.
 - c) If a spareman cannot be contacted during his protect hours, he will be considered unavailable and will not be eligible for the daily guarantee. The Crew Clerk, Supervisor or Rail Traffic Controller will call at least three times over a one hour period before declaring a spareman on protect hour unavailable.
 - d) The protect hours will be assigned to each spareman at the beginning of the week. The spareman will continue with the same protect hours for one week. Exception: if there is no spareman to cover one of the protect times, then the spareman will be reassigned, as necessary, to provide twenty-four (24) hour protection of spare work.
 - e) Seniority prevails on all vacancies. In this regard, sparemen will be called by seniority and assigned for all vacancies regardless of their protect hours. Sparemen may use seniority to pass down work only to sparemen who are within the same protect hours. The Senior man contacted, who elects to pass down work, will be required to cover the assignment until a junior spareboard man has been contacted.

- f) A spareman who books terminal rest as per Section 2.06.6 of Part 1 will start his protect time at the completion of his rest period.
 - g) In accordance with Section 2.06.1 vacancies must be covered and therefore it is the obligation of spareboard men to ensure they can be contacted as required within their protect hours.
4. An available signed up man can be pulled onto another crew only if there are no qualified spareboard men to fill that vacancy and only if such job is of a different classification. In the case of dual classification, seniority will prevail. Available is defined as a man who can cover the shift and return to his original shift without need to exercise the provisions of the rest clause. When vacancy occurs on a regular signed up crew the senior qualified man on the crew shall accept the promotion and cannot pass down work unless there are qualified spareboard men available or a junior qualified man on the same crew. This clause to include Conductor to Locomotive Engineer and vice versa. When a man is pulled from a regular signed up crew he holds his seniority within the spareboard.
5. When a WDO man is called in, he goes to the bottom of the spareboard.
6. Work train crews on District Three are to be filled from the Spareboard. Effective the first working day of the assignment, when sparemen have exercised their seniority for work train service, it will be classed as a regular sign-up terminating on the last day worked.

In the event there are no qualified conductors on the Spareboard to cover a conductor's vacancy, the following procedure will apply:

- a) Call District Three - homestead rights men first
- b) Call District Two - homestead rights men next if vacancy still remains
- c) Call Districts Two and Three common board
- d) District One when properly qualified on Districts Two and Three
- e) District One, Two and Three common board

Note: if the vacancy still exists, the junior qualified conductor working as a brakeman will be forced to cover the vacancy.

2.06.6

Eight Hours Rest

Where other men are available, men working night runs will not be required to report for duty or to work runs until they have had eight hours rest plus two (2) hours call out time after the completion of their night's work.

2.07

Extra Work

Regular crews will not be required to do extra work after finishing their runs if there are spareboard men available.

The Company will endeavour at all times to provide sufficient number of spareboard men so that regular men will **not be** required to do such extra work.

2.08 Overtime Work and Option of Tying up

The Company can direct men in the freight service to work overtime. However, a man on overtime work will have the option of tying up at the end of nine and one-half hours of work, provided he gives the Rail Traffic Controller at least four hours prior notice.

2.09 Reports

Where reports other than accident reports detain conductors after a day's work they will be paid reasonable time for same. Accident reports will be completed in a proper manner before tying up.

2.10 Pusher Service (Crew Consist)

Crew consist for pusher service will be one Locomotive Engineer and Tailend Brakeman.

3.00 METHOD OF PAYMENT

3.01.1 Payment of Time

Trainmen's time shall be computed from the time men are required to report for their run, and shall finish at the time they arrive at their home terminal after they have finished their run and been relieved of charge of their train.

3.01.2 Overtime

In any one day overtime rates shall be paid after completing seven and one-half (7 1/2) hours of work. The rate of pay for overtime work shall be one-hundred and fifty percent (150%) of the regular rate for the first three (3) hours and two hundred percent (200%) of the regular rate for overtime worked in excess of three (3) hours.

3.01.3 Work On a Scheduled Day Off

If a trainman is called to work on his scheduled day off he shall be paid as follows:

Time Worked	Rate of Pay (X Regular Rate)
Up to 7 1/2 hours	150%
From 7 1/2 to 10 1/2 hours	225%
After 10 1/2 hours	300%

He will receive no less than other straight time members on the same crew and when working more than 3 3/4 hours, he shall receive pay based on not less than seven and one-half (7 1/2) hours.

Twenty (20) days pay over two consecutive pay periods shall be the basis for computing premium pay for working days off.

3.01.4 Calculation of Vacation Pay

In addition to Clause "G" 9.03, a trainman's vacation pay will be calculated on the regular rate of pay he would have received if he had signed up for work.

3.01.5 Minimum Pay

For freight and work trains regularly set up, not less than ten calendar working days at the rates currently in force shall constitute a pay period for any service and must be paid a proportionate rate for the number of days held in service. If a statutory holiday occurs during a pay period, the seven and one-half (7 1/2) hours pay for the holiday shall be counted as earnings toward the minimum pay for the period. Trainmen called for duty shall receive pay for actual time on duty, provided that allowance for such duty shall not be paid less than three and three-quarter (3 3/4) hours at straight-time rate.

When a trainman is called for duty and works more than three and three-quarter (3 3/4) hours and less than seven and one-half (7 1/2) hours, he shall receive seven and one-half (7 1/2) hours pay.

When a regularly signed-up crew is scheduled to and has been advised to work on a designated holiday a full seven and one-half (7 1/2) hours pay will be the minimum paid. In addition to the designated holiday pay.

For all trainmen whose day off falls on a statutory holiday the seven and one-half (7 1/2) hours pay for the statutory holiday will not be counted as earnings toward the minimum pay for the period.

Trainmen called for service other than their regular assignment shall be paid not less than they would have received on their regular assignment. This will not apply to men accepting promotion on a vacancy. It will only apply to the junior man in the classification required who is forced to accept the promotion.

Trainmen Called for Duty Within Three Hours:

Trainmen, who after they have tied up are re-called to work will be paid continuously at straight-time rates from the time of tie-up until re-call, providing the time interval is three hours or less.

3.01.6 Spareboard Guarantee

Railway sparemen will be guaranteed a minimum amount of pay for each day they are available for work. This daily guarantee will be six point four (6.4) hours at Head end Brakemen's rate.

- 3.01.7 Multiple Unit Rates for Enginemen
If diesel power is used in multiple units, Locomotive Engineer will be paid, in addition to their regular hourly rate, eight percent (8%) of their hourly rate for each additional Class 900 or 1500 locomotive coupled. A minimum payment of one dollar (\$1.00) shall be paid to the Locomotive Engineer each time he is required to operate more than a single unit.
- 3.01.8 Change of Call
The starting time of a regularly signed crew may be altered up to two (2) hours. For the altered shift, payment will be six and one-half (6½) hours at regular rates and one (1) hour at overtime rates. Actual starting time will govern meal periods and booking rest.
- 3.01.9 Night Men, Extra Allowance
All night men engaged in service shall be allowed two cents (2¢) per hour extra over and above wages paid to day men. Night freight trains will be trains the crews of which report for duty between 14:00 and 04:00, both times inclusive.
- 3.01.10 Shortage in Pay
Trainmen will be notified when time is not allowed as per time slips, with reasons therefore. Shortages and omissions in pay will be paid by cheque if requested, with as little delay as possible.
- 3.01.11 Training Premium
Qualified trainmen selected by the Company to train new men shall be paid a training premium of \$5.00 per day while engaged in training work.
- 3.01.12 Payment for Work on Sundays
On Sundays payment for time worked up to seven and one-half (7½) hours shall be at the rate of one hundred twenty-five percent (125%) of the regular straight-time rate.
- 3.01.13 SAP Call
When a trainman is called SAP (soon as possible), as authorized by a supervisor, payment of wages shall commence from time of contact providing reporting time is no greater than normal travel time from point of contact to work location plus fifteen (15) minutes.
- 4.00 DEAD HEADING**
Employees may be required to report anywhere in the Greater Vancouver area (Langley and West thereof) without payment for travel time. Transportation will be

supplied to all men required for relief work at a point other than their home terminal. Transportation to this clause means an allowance of forty-five (45) minutes at straight rates for each direction. Where circumstances warrant, anyone required to work a run which ties up away from his home terminal shall, on approval of a supervisor, be provided with suitable lodging. Such approval will not be unreasonably held.

Employees transferring from the Greater Vancouver Area (Langley and West thereof) to Huntingdon at sign-up time will receive an allowance of forty-five (45) minutes at straight-time rates.

Employees transferring from Huntingdon to the Greater Vancouver area (Langley and west thereof) at sign-up time will receive an allowance of forty-five (45) minutes at straight-time rates.

5.00

MEALS

The Rail Traffic Controller/Supervisor will designate a 30 minute eating period for freight crews commencing between three and five hours after the crew started work. When it is known that a freight crew will be on duty for longer than nine hours (8 1/2 hours of work) the Rail Traffic Controller/Supervisor will designate a second eating period commencing as close as practical (having regard for the service) to nine hours after the start of his shift, or nine and one-half (9 1/2) hours after the start of his shift if the freight crew exercises the rest clause.

No deduction in pay will be made for the second eating period

6.00

TRAVEL ALLOWANCE

When a trainman is away from his own district he will receive a per diem allowance of twelve dollars (\$12.00) for meals.

7.00

CLOTHING ALLOWANCES

7.01

Overalls

The Company will supply one pair of clean overalls per week for all trainmen. In lieu of being provided coveralls, each employee may elect to receive an annual payment on January 1st of one-hundred fifty dollars (\$150.00).

7.02

Rainwear

Trainmen on request, shall receive rainwear for use on the job once every three years, on an equal cost sharing basis. The Company shall approve the type and cost of rainwear prior to purchase.

8.00 SENIORITY

8.01 Commencement of Seniority

Trainmen's seniority shall commence from time application is accepted, and same shall be furnished to Union upon request.

8.02 Seniority List

Seniority list of trainmen will be posted every six (6) months.

Men whose seniority is prior to November 1, 1978 will be shown separate homestead seniority rights for District One (1), District Two (2), District Three (3) or Districts Two (2) and Three (3). Men with seniority subsequent to November 1, 1978 will be shown as having a common seniority on Districts One (1), Two (2) and Three (3).

9.00 PROMOTION

9.01 Student Locomotive Engineer

Trainmen will be advised, in seniority order, of opportunities to become engineers. Trainmen who decline this opportunity lose their date of hire seniority as engineers. If such trainmen become engineers at a later date, seniority will be based on date training was completed.

Within six (6) months, student engineers must complete training as outlined in the log book, pass the required examination and qualify for the Diesel Certificate and Ticket from the governing provincial body.

Selected student engineers will have conductor's qualifications. During training the student will be paid seven point five (7.5) hours per shift at the Head-end brakeman rate.

9.02 Promotion to Conductor

After completion of twenty-four (24) months cumulative service, trainmen will receive breaking in orders for promotion to conductor. Upon issuance of the breaking in order, trainmen will have 60 days to qualify as a conductor. Seniority as a conductor will be based on date of qualification. Should trainmen fail to qualify on their first attempt, a second opportunity to qualify will be given within six months.

10.00 RAILWAY EQUIPMENT

10.01 Bad Order Cars

Trainmen will not be compelled to handle "bad order" cars on trains, draft gear of which is defective and required to be changed, further than to take care of perishable freight or livestock that may become disabled enroute to the first terminal.

- 10.02 Caboose
- Trainmen shall be responsible for keeping the caboose in a clean and orderly condition after each assignment when supplied with a caboose. The Company shall be responsible for thorough cleaning of cabooses every six (6) months and windows shall have additional cleaning as required.
- Crews required to abandon cabooses between terminals will be supplied suitable transportation to their home terminal.
- 11.00 **DISCHARGE AND RESIGNATION**
- When a trainman is discharged or resigns he will within five (5) days excluding holidays be paid and issued a certificate stating term of service and capacity employed.
- 12.00 **JOB CLASSIFICATIONS**
- Trainmen – Definition
- The term "trainmen" means a man employed by the Company for service as a conductor, Locomotive Engineer, brakeman and shown on its list and records as having been assigned to the train service.
- 12.01 Qualified Trainman to Operate Trains
- No employee who is not a qualified trainman shall operate a train on any district.
- 12.02 Pilots
- When a train is being operated over a district other than that over which the crew operating the train is acquainted with the physical characteristics or running rules of such districts, a qualified trainman will be supplied as pilot. Pilots will be paid same rate as their seniority entitles them to as conductors.
- 12.03 Rail Traffic Controllers (RTC)
- Eight hours shall constitute a normal shift and each week shall consist of five (5) days on and two (2) consecutive days off. RTC's will be paid seven and one-half (7 1/2) hours straight-time wages for each full shift worked. Preparatory time of ten minutes will be paid at overtime rates. RTC's will also be credited with one-half (1/2) hour per shift worked which will be scheduled off with pay at a time mutually agreeable to each employee and his supervisor.
- 12.03.1 Overtime - Rail Traffic Controllers (RTC)
- In any one day overtime rates shall be paid after completing eight hours work. The rate of pay for overtime work shall be one hundred fifty percent (150%) of the regular rate for the first three hours and two hundred percent (200%) of the regular rate for overtime worked in excess of three hours.

Rail Traffic controllers required to work more than one hour overtime immediately following a normal shift will be paid one-half ($\frac{1}{2}$) hour at time **and** one-half ($1 \frac{1}{2}$) in lieu of meal.

12.03.2 Rail Traffic Controllers Relieving

RTCs relieving Chief RTCs or when a RTC is assigned supervisory responsibilities greater than those of a Trick RTC, he shall be **paid** the Union rate plus ten percent (10%).

12.03.3 Rail Traffic Controller instructor

RTCs **selected** by Company, shall be paid a training premium of \$0.75 (seventy-five cents) per hour for actual time spent in training.

12.03.4 **Rail Traffic Controller**

Trainmen will provide **Rail Traffic Controller** with their current home address. Trainmen with telephones will also provide current telephone number.

All telephone calls regarding **the** assignment of work will be recorded.

PART 2
LOCOMOTIVE AND CARS SHOPS

1.00 HOURS OF WORK

Seven and one-half (7 1/2) hours shall constitute a normal day's work and thirty-seven and one-half (37.5) hours shall constitute a normal work week of five (5) days' work followed by two (2) days off.

1.01 Day Men

Between 07:00 and 17:00 a day man shall work seven and one-half (7 1/2) hours and shall have an additional half (1/2) hour off as an unpaid lunch period.

1.02 Night Men

The working hours of a night man shall be any eight (8) consecutive hours between 22:00 and 08:00, including one-half (1/2) hour off as an unpaid lunch period.

1.03 Non-Standard Shift

Non standard shift, or those commencing prior to 07:00 and ending at or after 17:00, shall be for eight (8) consecutive hours, including one-half (1/2) hour off as an unpaid lunch period.

2.00 ASSIGNMENT OF WORK

Employees shall work five (5) shifts on and two (2) shifts off provided the days off are rotated as may be mutually agreed between the parties in order to conform with the requirements of the service. As many employees as possible shall have a night off and all employees shall have leave at weekends in turn as days off are rotated.

2.01 Assignment of Overtime Work

Overtime work in the Railway Shops will be assigned to employees in rotation. Notice of emergency callouts will be given as early as possible.

2.02 Incidental Work

The maintenance of all necessary records and reports is incidental to any job classification covered by this Agreement. Any qualified employee may be required to operate any vehicle as a duty incidental to his work.

3.00 METHOD OF PAYMENT

"Regular rate" shall mean the applicable straight-time hourly rate of pay set out in the wage schedule.

3.01 Blacksmiths Work – Pay

If men are taken from the shops to do blacksmith's work or blacksmith's helpers work on maintenance-of-way, they shall receive regular shop schedule wages.

3.02 Payment of Overtime Work

An employee will not be required to report for his next shift until he has completed an eight (8) hour rest period. He will be given an additional two (2) hours reporting time. There will be no compound of premiums.

3.03 Payment for Overtime Work. Except Sundays and Holidays

In any one day overtime rates shall be paid for time worked after seven and one-half (7½) hours of time worked.

On all days except Sundays and statutory holidays the rates of pay for overtime work shall be 150% of the regular rate up to ten and one-half (10½) hours of time worked and two hundred percent (200%) of regular rate for overtime worked after ten and one-half (10½) hours.

3.04 Payment for Work on Sundays

Except on statutory holidays, payment for time worked on Sundays shall be as follows:

Time Worked	Rate of Pay (x Regular Rate)
Up to 10 1/2 hours	150%
After 10 1/2 hours	200%

3.05 Payment for Callout on a Day Off

If an employee is called out on his scheduled day off he shall be paid a minimum of four hours as follows:

Time Worked	Rate of Pay (x Regular Rate)
Up to 7 1/2 hours	150%
From 7 1/2 hours to 10 1/2 hours	225%
After 10 1/2 hours	300%

This provision does not apply when two men exchange days on, with the approval of the Company and the Union.

3.06 Payment for Callout in Event of an Emergency

If an employee is called out on an emergency he shall be paid at the applicable overtime rate for time required to correct the emergency condition, but in no case will he receive less than four hours at straight-time.

The order of call-out in an emergency will be:

1. Employees regularly scheduled to work that day
2. Employees scheduled to work their day off
3. Employees on their day off

3.07 Standby on a Statutory Holiday

A Railway Shops employee directed to standby on a statutory holiday will receive three and three-quarter (3 3/4) hours at straight-time rates which will be offset by pay for any time worked.

3.08 Temporary Relief on a Higher Paid Job

If a man is temporarily assigned to do work which pays a higher regular rate than his normal classification, then he shall receive the higher rate while engaged in the higher paid classification.

3.09 Shift Premium

Railway Shop employees shall be paid the following shift premiums for time worked on the afternoon and night shifts. The shift differentials shall be paid separate from the wage rate for time worked on the appropriate shift as defined by past practice and shall replace all previously paid shift premiums.

- a) afternoon shift - \$.30 per hour
- b) night shift - \$.50 per hour

3.10 SAP Call

When an employee is called SAP (soon as possible), as authorized by a supervisor, payment of wages shall commence from time of contact providing reporting time is no greater than normal travel time from point of contact to work location plus fifteen (15) minutes.

4.00 TRAVEL

Employees who are required to relieve at a work location away from their normal work location, for one or more full days, will receive \$22.00 per day for travel and all other expenses.

5.00 MEALS

Meals - Overtime Worked Following a Normal Shift

If an employee is required to work more than one hour of overtime immediately following his normal working shift he will be provided with a meal or, alternatively, he will be paid $\frac{1}{2}$ hour in lieu of a meal at the prevailing overtime rate.

5.02 Meals - On Callouts

If an employee is called out to work at a place where food is not readily obtainable, he shall not be required to work more than four hours without meals being supplied by SRY.

5.03 Meals - Missed Meal on a Normal Shift

If an employee is required to work through the meal break which is normally provided during his shift then he will be provided with either an alternative one-half ($\frac{1}{2}$) hour meal break or payment in lieu of a meal break equal to one-half ($\frac{1}{2}$) hour at one-hundred fifty (150%) of his regular straight-time rate.

6.00 CLOTHING

6.01 Coveralls

The Company will supply, maintain and clean coveralls for each maintenance man in the Shops Department.

In lieu of being provided coveralls, each employee may elect to receive an annual payment on January 1st of one hundred fifty (**\$150.00**) dollars.

6.02 Rainwear

When rainwear is required on the job, with prior approval by the supervisor concerned, the Company will pay one-half ($\frac{1}{2}$) the cost of the rainwear purchased. The rainwear must be suitable to the type of work that is to be performed and will be replaced at reasonable intervals.

7.00 PROMOTION

Promotions from one classification to another in the Railway Shops will be based on proficiency and seniority and the Company shall determine what qualifications are required of employees seeking promotion.

8.00 WELDERS-IN-TRAINING REIMBURSEMENT

The Company will pay for the cost of courses and related materials for welders undergoing upgrading training, provided employees concerned undertake such courses in their own time. In general, the Company reimbursement will be contingent upon satisfactory completion of a course.

8.01 Training in Shops

It is agreed quarterly meetings between **CUPE** Representatives and Rail Management will be convened during the life of the agreement in order to maintain ongoing consultation on the Shop Training Program. Areas of discussion will include course content, overall length of program, employee progress and the relationship between work and study.

It is understood the purpose of the meetings will be to maximize the benefit of this training for both employees and the Company, and to achieve the objective of qualifying trained employees within the time frames set out.

9.00 FIRST AID

The Company shall appoint competent first aid men to cover first aid work at each location in accordance with Workers' Compensation Board regulations.

10.00 TOOL ALLOWANCE

The Company will pay a tool allowance to those employees classified as Mechanic A, Mechanic B and Machinists. The tool allowance shall be an annual payment of two hundred and forty dollars (**\$240.00**) every April.

Effective April 1, 2003 this amount will increase to **\$360, effective April 1, 2004** it will increase to **\$420**, and effective March 31, 2005 it will increase to **\$480**.

Termination repayment will be based on a prorated amount. Employees eligible for the tool allowance will be required to provide their own hand tools except for special tools which will be supplied by the Company. The Company and the Union will undertake periodic joint inspection of tool kits.

11.00 JOB CLASSIFICATIONS- LOCOMOTIVE AND CAR SHOPS

11.01 Machinist

Men who have served an apprenticeship or had four years, or over, varied experience in the operating of lathes, planning, slotting, milling, shaping and tire-boring machines or other machine tools, and litters who are capable of fitting up, assembling and repairing the various parts or details of engines, or locomotives, stationary, marine or any kind of machine tools, and vice work generally, shall be designated as machinists.

11.02 Locomotive Mechanic 'A'

A Locomotive Mechanic must be qualified to do all work on diesel-electric locomotives including all work on the electrical, mechanical and air systems and may be required to undertake to completion, any work which may be assigned within the classification. An employee will enter this classification by qualifying as a Railway Serviceman.

- 11.02.1 Locomotive Mechanic 'B'
- i) A Locomotive Mechanic 'B' must be qualified to work on diesel-electric locomotives but may be specialized in any one area and not fully qualified in all. This work could include the electrical, mechanical and air systems. It is agreed that any worker hired without complete training will be required to complete the Serviceman training within two years of the date of hire. After two years a 'B' Mechanic will receive the 'A' Mechanic rate.
 - ii) A 'B' Locomotive Mechanic will receive the 'A' Mechanic rate when performing duties within their area of specialization including training.
 - iii) 'B' Locomotive Mechanic rate = Level four Serviceman + \$0.55 per hour.
- 11.03 Railway Serviceman
- A Serviceman shall be an employee who is presently enrolled in the training program (refer to LOU'G') after completing, if necessary, six months as Helper.
- 11.03.1 Serviceman tools and toolbox will be supplied by the employer, at the employee's option, for the term of the training period.
- 11.04 Freight Car inspector
- A freight car inspector must be qualified as a railway serviceman and, in addition, have satisfactorily qualified in Railway Loading Rules and Car Service Rules and must be employed as a freight car inspector.
- 11.05 Helper
- Helpers will assist all categories in servicing, repairing and overhauling railway equipment.
- 11.06 Carman
- A Carman will be qualified in the Freight Car repair Shop as a Railway Serviceman/Carman. To qualify he must have passed the examinations in freight car repairing or have the equivalent in car repair experience. In any event he must be qualified to carry out a conclusion on freight cars.
- 11.07 Lead hand and Charge Hands
- 11.07.1 General Responsibilities of Lead Hands and Charge Hands
- Lead hands and Charge hands shall have general responsibility for the following duties:
- a) to assist in the direction of employees in their own or other classification;

- b) to carry out work of a specialized nature, whether or not such work entails the direction of others;
- c) to ensure that workmen under their direction observe working hours set out in the Agreement;
- d) to do manual work on equipment as time required for other duties permits.

11.07.2 Charge Hand. Delimitation

Charge Hand **may** be appointed for the Locomotive Shop and for the Car Repair Shop. The duties of a Charge Hand shall include planning, estimating, ordering and maintaining stocks of material, allotting work, supervising and training men, all as pertains to the work section over which he had charge.

11.07.3 Lead Hand - Delimitation

Sections normally under a supervisor on the day shift **will** be covered by a Lead Hand on other shifts in the absence of a supervisor.

11.07.4 Duty of Other Employees

Men working under Lead Hands and Charge Hands shall accept their direction and instruction.

11.07.5 Selection of Lead Hands and Charge Hands

The Company will post job bulletins for all vacant Lead Hand and Charge Hand positions. The Company shall select successful applicants on the basis of ability and seniority.

11.07.6 Charge Hands and Lead Hands Premium

While so acting, a Lead Hand shall be paid thirty cents (\$.30) per hour and a Charge Hand shall be paid fifty cents (\$.50) per hour over the rates paid to tradesmen whom they supervise.

PART 3
TRACK MAINTENANCE

1.00 WORK DAY AND MEAL BREAK

Seven and one-half (7 1/2) hours shall constitute a normal shift, from 08:00 to 16:30 with one hour off for lunch, Monday to Friday Inclusive, the Company will not object to rearrangement of the working hours which will provide for a thirty (30) minute lunch break if such hours are desired by a whole gang and demands of the service do not conflict.

1.00.1 With mutual agreement between the Company and every member of the Section Gang, the hours of work may be varied. Any agreed change will be implemented after five days notice.

1.01 Night Work

When a day man is required to work two nights ~~and~~ less he shall not as a result lose a day prior to the start of the night work and overtime rates shall be paid for the night work. This clause shall not apply to extra men taken on for emergency work.

2.00 VACANCIES IN TRACK GANGS

In order that track maintenance men on railway lines may have the opportunity of applying for a transfer from one section gang to another section gang when a vacancy or vacancies arise, the Company agrees that once each year it will circularize all trackmen on railway lines with the end in view of ascertaining the names of those employees who desire to transfer from the section gang on which they may be working to some other particular section gang. When a vacancy on a section gang occurs. The Company will give due consideration to representation made by the employees and will fill such vacancies on the basis of proficiency and seniority from any applicants who may be interested in making a change.

2.01 Recall to Classification

In the event an employee reverts to his former classification of trackman as a result of layoff under G 8.03 he shall, subject to being qualified and able, have the opportunity to return to a regular vacancy, or to a temporary vacancy that the Company is advised will exceed five (5) working days, in his previous classification prior to that job being offered as a transfer or posted.

A trackman shall forfeit right of re-establishment under this clause if he rejects the first opportunity to return to his previous classification on a permanent basis or if he has accepted a position in another Department.

3.00 PROMOTION

The Company agrees to the principle of promoting men **within the** Track Maintenance Division from one classification to **another** on the basis of proficiency and **seniority**.

The Company **will**, as far as possible and **consistent with** proficiency, **fill** all vacancies for track foremen from the ranks of track men. The Company shall have the right to determine qualifications of employees seeking promotion.

4.00 METHOD OF PAYMENT

4.01 Minimum Pay for Show-Up

Trackmen who report for work but are not allowed to work shall be paid a minimum of three and three-quarter (3 ³/₄) hours at regular rates. **If** the foreman directs trackmen to standby after the three and three-quarter (3 ³/₄) hours, any additional standby time shall also be paid at regular rates.

4.02 Work Performed on Scheduled Day-Off

If a trackman is called to work **on** his scheduled day **off**, he shall be paid **as** follows:

Time Worked	Rate of Pay (X Regular Rate)
Up to 7 1/2 hours	150%
After 7 1/2 hours	200%

(Subject to any change in OT rates)

4.03 Payment for a Callout

Time worked in excess of normal working hours in any one (1) calendar day shall be paid at time and one half for the first three (3) hours and double time for overtime worked in excess of three hours.

if called out **on** emergency work a trackman shall be paid at the applicable overtime rate for time required to correct the emergency **condition**, but in no case will he receive **less** than four hours at straight time. **No** employee **shall be required to work longer than four (4) hours on an emergency callout without a meal being provided by the employer.**

4.04 Payment from Assembling Point

Men shall be paid time both ways between assembling points and points of work.

4.05 Night Work. Extra Allowance

Trackmen on steady **night** work shall receive five (\$.05) cents per hour extra.

4.06 Relief Foremen

When a member of a gang is appointed to relieve the foreman of the gang, he shall be paid foreman's rate of pay.

5.00 **MEALS**

5.01 Meals - Overtime Worked Following a Normal Shift

If a railway trackman is required to work more than one hour of overtime immediately following his normal working shift or three (3) hours prior to the start of his normal shift he will be provided with a meal, or alternatively, he will be paid one-half (½) hour in lieu of a meal at the prevailing overtime rate. No man shall be required to work longer than four (4) hours on an emergency callout without a meal being provided by the company.

6.00 **TRAVEL ALLOWANCES**

a) The Company will provide return bus fare when trackmen are scheduled to work in another section. Bus fare equivalent will be paid when men drive their own vehicles, provided they meet Company insurance requirements.

b) When a section Foreman relieves on a section other than his own, he will be on allowance of fourteen dollars (\$14.00) per diem to cover travel time, transportation costs, hotel accommodation and meals. In addition, bus fare will be paid at the beginning and at the end of the assignment.

7.00 **CLOTHING**

7.01 Overalls

The Company will supply one pair of clean overalls per week to all trackmen.

In lieu of being provided coveralls, each employee may elect to receive an annual payment on January 1st of one hundred fifty dollars \$150.00.

7.02 Rainwear

Trackman on request, shall receive rainwear for use on the job once every three years, on an equal cost sharing basis. The Company shall approve the type and cost of rainwear prior to purchase.

7.03 Flotation Devices

The Company will provide a suitable flotation device to employees for use on bridges.

Bridgetenders will be provided with an acceptable flotation device which will be assigned to them individually. Bridgetenders are responsible for ensuring they have their flotation devices available at all times during work.

The Company will replace the flotation devices as they reach their expiry date, or if damaged in the course of the Bridgetender's duties.

7.04

Gloves

Gloves will be supplied in the handling of railway ties. Employees are required to turn in old gloves prior to receiving a new pair.

8.00

SECTION TOOL HOUSE

Section Tool-houses shall be provided on each section when circumstances warrant. Tool-houses shall be provided with heating and washroom facilities.

9.00

JOB CLASSIFICATIONS

The term "trackmen" includes all employees whose duties are to maintain the track in sale condition for operation and who take their orders from the Track Supervisor or Track Foreman.

9.01

Lead Hand Trackman

When gangs are split up during emergency work such as snow removal, Lead Hand Trackmen shall be appointed and he shall receive thirty (30) cents per hour while acting as Lead Hand. Lead Hand responsibilities are set out in Part 2 - 11.07.1.

9.02

Bridgetender

Seven and one-half (7 1/2) hours of work plus one-half (1/2) hour unpaid lunch period shall constitute a normal shift and each week shall consist of five (5) days on and two consecutive days off.

9.03

Shop Welder

An employee who is qualified and capable of taking a piece of work and with use of drawings and blueprints, or from instructions can transmit work to a successful completion within a reasonable length of time.

9.04

Signal Maintainer

Signal Maintainer duties include maintaining signals in safe operating conditions and inspecting, testing, repairing, installing and removing signals.

10.00

WELDERS-IN-TRAINING REIMBURSEMENT

The Company will pay the cost of courses and related materials for welders undergoing upgrading training, provided employees concerned undertake such courses in their own time. In general, the Company reimbursement will be contingent upon satisfactory completion of a course.

**PART 4
FREIGHT OFFICE**

1.00 WORK DAY AND WORK WEEK

Seven and one-half (7 1/2) hours of work plus one hour off for lunch shall constitute a normal day Shift. Day shifts commence anytime between 05:00 and 10:00. The work week shall be any live (5) consecutive days.

1.01 Non-standard Work Week

if an employee works eleven (11) days in one pay period, he will only be required to work nine (9) days in the following pay period or vice versa. The premium penalty would apply to any days worked in excess of twenty (20) over two (2) consecutive pay periods.

1.02 Other Shifts

Shifts other than day shift shall be any consecutive hours of work seven and one-half (7 1/2) hours with lunch eaten on the job with minimum interference to work.

2.00 METHOD OF PAYMENT

2.01 Overtime

In any one (1) day overtime rates shall be paid after completing seven and one-half (7 1/2) hours of work. The rate of pay for overtime work shall be 150% of the regular rate for the first three (3) hours and 200% of the regular rate for overtime work in excess of three (3) hours.

An employee who works overtime may, on written notice on overtime sheet, bank such overtime and subsequently receive time off at a time mutually agreeable to the employee and his supervisor. Payment for such time off will be based on overtime payment banked. The total number of hours banked by an employee shall not exceed thirty-seven point five (37.5) hours.

2.01.1 Submitting Overtime Tickets

Overtime tickets will be sent in by employees to their immediate supervisor, and if overtime is not allowed, the employee will be notified in writing within five (5) days of receipt, setting forth the reasons for time not being allowed.

2.02 Work on Sunday

Time worked on Sunday shall be paid as follows:

Time Worked	Rate of Pay (X Regular Rate)
Up to 9 hours	150%
After 9 hours	200%

2.03 Allowance for Non-standard Shift

In addition to the regular rate, premium pay of seven and one-half cents (\$.075) an hour shall be paid for all hours worked on shifts starting before 05:00 or finishing after 18:00.

2.04 Payment for Non-standard Hours

An employee required to work outside of his regularly assigned hours of work shall be paid at the rate of one-hundredfifty percent (150%) of his regular rate for such nonstandard hours.

2.05 Payment For a Callout on a Day Off

If an employee is called out on his scheduled day off he shall be paid a minimum of three and three-quarter (3 ³/₄) hours at 150% and for all hours up to seven and one-half (7 ¹/₂) hours at one hundredfifty (150%) percent and after 7 ¹/₂ hours at 200% of his regular straight time rate.

3.00 TRAVEL ALLOWANCE

When a Freight Clerk whose base terminal is New Westminster fills a temporary vacancy out of Huntingdon, or when a Freight Clerk whose base terminal is Huntingdon fills a temporary vacancy out of New Westminster, he will be on allowance of twenty-two dollars (\$22.00) per diem to cover travel time, transportation costs, hotel accommodation and meals.

4.00 MEALS

Employees required to work more than one hour overtime following a normal shift will be allowed ¹/₂ hour with pay for meals or be paid ¹/₂ hour in lieu of a meal at the prevailing overtime rates.

5.00 STAFF VACANCIES

Job bulletins will be posted indicating days off. If the days off are subsequently changed, the job will be re-bulletined. The incumbent employee will have the right to bump another position, per G 8.03.2.

An employee who is promoted will receive his new rate of pay upon assuming his new position or within thirty (30) working days after notification of promotion, whichever comes first.

5.01 Staff Vacancies (Temporary)

If the Company is advised that a vacancy will exceed five (5) working days, no matter what the cause - the vacancy will be filled if necessary on a temporary basis by the most qualified service employee in the department where the vacancy occurred provided the employee is capable of performing the work. Relief work at a higher classification for fifteen or more consecutive working days, will accumulate towards the next step in the appropriate scale of the higher classification.

6.00 JOB CLASSIFICATIONS

6.00.1 Car Control input

All computer input work with respect to Car Control will be performed by CUPE Freight Clerks 'A', the Relief Agent or the Car Controller.

6.01 'A' Clerk

This category shall cover the work previously done by employees in the classifications entitled: Collections Clerk, Switching Clerk, and Claim Clerk - Outside Inspector. Employees in this category may be required to carry out any one of the duties of these jobs full time or any combination of them. The 'A' Clerk shall also perform inspection duties on damaged freight, cashier duties involving the collection of funds and switching clerk duties covering the placement, release, and interchange of rail equipment.

6.02 'B' Clerk

This category shall cover the work previously done by employees in the classifications entitled: Billing Clerk, Warehouseman, Demurrage Clerk, Assistant Switching Clerk, interchange Clerk. Employees in this category may be required to carry out any one of the duties of these jobs full time or any combination of them. The 'B' Clerk shall also perform duties related to the assessment of demurrage, processing of freight claims, preparation of custom manifests, advising consignees, preparing switching statements, coding waybills and bills of lading, preparing interchange reports and assisting switching clerks.

6.03 'C' Clerk

'D' Clerks who have completed eighteen (18) months service as clerk 'D' shall be promoted after a four month probationary period to 'C' Clerk. A 'C' Clerk with proper qualifications will be promoted to higher categories as vacancies occur.

A 'C' Clerk shall perform clerk typist and stenographic duties after progression from the 'D' Clerk level. This category also covers Freight Clerks 'D' who have completed eighteen months of service.

6.04 'D' Clerk

A 'D' Clerk shall perform messenger, filing and yard checking duties.

6.05 Car Controller

A Car Controller shall forecast, order, and distribute rail equipment in accordance with railroad, car service, and car hire agreements. He shall also prepare information necessary for the car accounting section.

6.06 Rate Clerk

A Rate Clerk shall initiate billing and expensing in accordance with railway tariffs, accounting instructions and directions from agencies such as Canadian Freight Association, Railway Association of Canada and Association of American Railroads.

7.00 **PARKING FACILITIES**

Free parking will be provided for employees on the Company's property (where they are employed).

WAGESCHEDULE

1.00 TOOL ALLOWANCE

Employees engaged in categories marked with an asterisk (*) are eligible for a tool allowance as provided in Part 2 Clause 10.00

1.01 Spray Painting

Employees engaged in spray painting shall be paid twenty-five cents (\$.25) per hour in addition to regular rates.

1.02 Qualified employees in the Track Maintenance department, while **operating a vehicle requiring a minimum Class 5 License with Air Brake Endorsement**, will receive the **employee's** normal rate of pay **in addition to lead hand premium** as provided under **Part 3 Section 9.01** of this **Collective Agreement**.

1.03 Qualified employees in the **Track Maintenance** department, while operating a **vehicle requiring a minimum Class 1 or 3 License**, will receive **Machine Operator** rate as provided under **this** wage schedule.

Railway Operations	2002	2003	2003	2004	2004
	10	13	14	11	12
	November	April	September	April	September

Locomotive Engineer & Conductor	25.05	25.43	25.81	26.20	26.59
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Head-End Brakeman	23.65	24.00	24.36	24.73	25.10
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Tail-End Brakeman	23.99	24.35	24.72	25.09	25.47
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Railway Spareman	Railway Spareman will be guaranteed a minimum amount of pay for each day they are available for work. The daily guarantee will be (Basis - six point four (6.4) hours at Head-End Brakeman's rate).				
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Student Locomotive

Engineer	Student Engineer will be paid seven and one-half (7.5) hours per shift at the Head-End Brakeman's rate.				
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Student Brakeman - Initial breaking-in shall be paid for at:

	17.75	18.02	18.29	18.56	18.84
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Rail Traffic Controller	28.51	28.94	29.37	29.81	30.26
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Railway **Maintenance**

Locomotive Mechanic 'A'	26.59	26.99	27.39	27.80	28.22
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Locomotive Mechanic 'B'	25.84	26.23	26.62	27.02	27.43
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Machinist'	26.59	26.99	27.39	27.80	28.22
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Shop Welder	26.59	26.99	27.39	27.80	28.22
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Signal Maintainer

Sub Foreman	28.99	29.42	29.86	30.31	30.76
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Signal Maintainer	27.60	28.01	28.43	28.86	29.29
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Helper	22.30	22.63	22.97	23.31	23.66
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Serviceman	See Letter of Understanding 'G'				
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Freight Car Inspector	26.20	26.59	26.99	27.39	27.80
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Carman	25.89	26.28	26.67	27.07	27.48
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Track Foreman	23.95	24.31	24.67	25.04	25.42
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Patrolman	23.52	23.87	24.23	24.59	24.96
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Track Welder	25.62	26.00	26.39	26.79	27.19
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Track Welder's Helper	22.86	23.20	23.55	23.90	24.26
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Bridge Tender	22.35	22.69	23.03	23.38	23.73
---------------	--------------	--------------	--------------	--------------	--------------

Trackman	22.35	22.69	23.03	23.38	23.73
----------	--------------	--------------	--------------	--------------	--------------

Machine Operator	23.08	23.43	23.78	24.14	24.50
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Janitor	21.74	22.07	22.40	22.74	23.08
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FREIGHT OFFICE

	2002 10 November	2003 13 April	2003 14 September	2004 11 April	2004 12 September
Rate Clerk, Car Controller					
Start	24.32	24.68	25.05	25.43	25.81
6 months	24.70	25.07	25.45	25.83	26.22
12 months	25.06	25.44	25.82	26.21	26.60
24 months	25.42	25.80	26.19	26.58	26.98
'A' Clerk					
Start	23.14	23.49	23.84	24.20	24.56
6 months	23.52	23.87	24.23	24.59	24.96
12 months	23.86	24.22	24.58	24.95	25.32
24 months	24.21	24.57	24.94	25.31	25.69
'B' Clerk					
Start	21.45	21.77	22.10	22.43	22.77
6 months	21.83	22.16	22.49	22.83	23.17
12 months	22.15	22.48	22.82	23.16	23.51
24 months	22.53	22.87	23.21	23.56	23.91
'C' Clerk					
Start	20.64	20.95	21.26	21.58	21.90
6 months	20.79	21.10	21.42	21.74	22.07
12 months	21.14	21.46	21.78	22.11	22.44
'D' Clerk					
Start	19.70	20.00	20.30	20.60	20.91
6 months	19.89	20.19	20.49	20.80	21.11
12 months	20.07	20.37	20.68	20.99	21.30

Signed this 27 day of June, 2003

**SOUTHERN RAILWAY OF
BRITISH COLUMBIA LIMITED**

**CANADIAN UNION
PUBLIC EMPLOYEES
LOCAL 7000**

D.S. McGregor
Superintendent

R. Agnew
President, CUPE Local 7000

J. Eilo
Manager General Accounting

R. Jandric
Vice President

W.E. Carrey
Director Human Resources &
Administration

J. Sinclair
Representative

L. Dickson
Representative

I. McLean
National Representative

Letter of Understanding 'A'
Re: Tie Up after 9 1/2 hours

This will confirm our stated assurance that the change extending the period of work from 8 1/2 to 9 1/2 hours before booking rest, is not intended to routinely lengthen the regular work day.

To that end, a trainman who has had occasion to book rest and actually work overtime under this clause 100 times in a calendar year will be permitted to book rest after 7 1/2 hours of work for the remainder of that year.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'B'

Re: Assignment of Work

This will confirm the understanding reached during the 1986 negotiations regarding the assignment of work over Districts 1, 2 and 3.

1. Notwithstanding Part 1 section 2.00 it was agreed that crews may be required to perform work on any District.
2. It is accepted that such assignments will include **CUPE** engineers operating in district 2/3 and **BLE** engineers operating in District 1. **Also, for** the purpose of sign-up, assignments will continue to be associated with the District where the majority of work is performed.
3. **If** as a result of the change in assignments (as opposed to a slackness of work) a crew is reduced from the sign-up, certain named trainmen as established below will be entitled to receive 7.5 hours at the head end brakeman rate as spareboard guarantee. The named trainmen will be established as follows:
 - a) The number of **CUPE** trainmen on the crew which is reduced will establish the number of protected spareboard positions.
 - b) These protected spareboard positions will be identified on the proposed sign-up and trainmen may select these positions as their seniority will allow.
 - c) In the event another assignment is added to a future sign-up, the number of protected spareboard positions will be reduced by the number of **CUPE** trainmen required for that crew(s).
 - d) Named trainmen must have been in service continuously from 14 January 1987.

It is further agreed that items 1, 2 and 3 above will not apply during any period when and **CUPE** Rail Operations employee has been laid off and is on the recall list and out of service under Part G Section 8.03.4.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'C'
Re: Locomotive and Car Shops Training Program

Employees enrolled in the Locomotive and Car Shops training program are to be completed within a period of five (5) years, providing all necessary materials to complete the program are made available at the required times.

When an employee successfully completes the program, they will be moved to the applicable position and credited up to a maximum of five (5) years of service.

If an employee completes the program in less than five (5) years, they will be credited with only the amount of time it took to complete the program. Conversely, should an employee take longer than five (5) years, they will only be credited for five (5) years of service.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'D'
Re: **CUPE/BLE Consolidation**

1. Homestead rights are to be granted to the former BLE members as listed below in seniority order for the work they presently enjoy; (i.e. Fraser Valley Subdivision from Fraser River Bridge East to Chilliwack and on CP Rail's Marpole Spur from 18th Street West to Marshland Avenue excluding Trapp Yard).
 1. M. Perdue
 2. D. Sommer
 3. P. Arlington
 4. R. Wolton
 5. D. Raymond
 6. D. Hutchison
2. **CUPE** Brakeman's/Conductor's seniority for M. Perdue will commence on 5 February 1990. Trainmen hired after that date will be junior to him.
3. **CUPE** seniority for D. Sommer and P. Arlington will be the same **CUPE** Brakeman's/Conductor's seniority they held upon becoming a BLE engineer.
4. **CUPE** Brakeman's/Conductor's seniority for R. Wolton, D. Raymond and D. Hutchison remains unchanged from entered service date in the Operations Department.
5. District 3 Homestead Engineman's Rules for Sign-up:
 - a) Homestead Engineers can sign the trainman's spareboard on the sign-up providing there is a homestead engineer to cover the assignment. He can not pass down to non-homestead engineers. Seniority on the spareboard will be entered service date into Operating Department (dovetailed seniority).
 - b) A homestead Engineer who elects to pass up a homestead position on the sign-up cannot sign a trainman's position on the sign-up.
 - c) A homestead Engineer who can not sign a homestead position can exercise his/her trainman's seniority on the trainman's sign-up.
6. District 3 Homestead Engineer's Rules for the Spareboard;
 - a) When a Homestead Engineer's vacancy occurs on a regular sign-up crew, the senior qualified man on the crew shall accept the promotion and cannot pass down unless there is a qualified spareboard man available or a junior qualified man on the same crew.
 - b) A Trainman can be pulled from his assignment to cover a Homestead Engineer's vacancy providing there is no qualified spareman available. A senior Homestead Engineer can pass down such a pull only to a junior

available Homestead Engineer. The junior available Homestead Engineer must cover the vacancy.

7. Work Train Service. District 3;

Part 1 Article 2.06.5(6) will include the words "or Engineer" whenever Conductor appears in the Article.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding' E
Re: Employee **Benefits**

The parties agree to meet and discuss concerns raised regarding benefits. **All** attempts will be made to rectify the concerns.

It is specifically agreed that **Pacific** Blue Cross is the **carrier** for Extended Health Benefits and Dental Plan, and **Manulife** is the carrier for Lite, Weekly Indemnity, and Long Term Disability,

It is further agreed, that prior to any changes being made to the plans the union will be **notified** and consulted.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'F'

Re: Trainmen and Locomotive **Engineers** Sign-up Procedure

Reference to Part 1 Section 2.02 of the Collective Agreement;

1. A master copy of the sign-up will be kept at the **RTC's** office in New Westminster.
2. Copies of the master sign-up which will be updated daily by the **RTC** or his delegate will be available at the Operational Supervisor's and **RTC's** desk.
3. The Superintendent or delegate will have all changes for the next sign-up completed by the end of the third week of the current sign-up.
4. Before commencing the signing of the new sign-up, it will be posted for three or four days at Huntingdon, Annacis and Trapp Yard with each person's sign-up date.
5. The people signing up at Huntingdon will phone in to New Westminster on the scheduled sign-up day and sign-up on either the **Operational** Supervisor's or **RTC's** master sign-up.
6. The **RTC** will have the last four days of the current sign-up to prepare and distribute the new sign-up.
7. The sign-up will not be taken off the Company property.
8. If a person does not leave a list of his sign-up choices the Union will sign-up the person as per Part 1 Section 2.02 of the Collective Agreement.
9. The above conditions for a sign-up procedure does not prohibit the Company from introducing and expediting a new sign-up to meet customer commitments and operational demands as outlined in Part 1 Section 2.02 of the Collective Agreement.

Signed this **27** day of June, 2003

For the Company

For the Union

Letter of Understanding 'G'
Re: Locomotive and Car Shops Training Program

The challenge facing SRY and its employees is to *position themselves* for growth in a highly competitive ever-changing marketplace while continuing to offer a total commitment to customer service and reliability. With changing technology we must address ways to promote up-to-date skills which provide a leadership in this very specialized industry.

The measure of our success will be our collective ability to deal with this challenge. Once met, together we can drive towards success/profitability which is the best job security for all employees at SRY.

SENIORITY CONSIDERATION

With the introduction of the following program, there are some seniority issues that need to be addressed (It is agreed that the underlying principle of seniority is, "last on, first off" in any reduction of staff).

- A) Seniority protection for those presently working:
- Provide seniority **protection** for the **three** tradesmen in car repair side in case of a **reduction of staff**. It is **agreed** that **tradesmen Glen McLean, Tim Coady and Morris Phair will remain in the same seniority order**. In the event of a reduction in staff the date of February 1, 1997 would apply to all three for bumping other servicemen or helpers on the car side only.
- B) Recognize the structure in the Shops; namely the Car Repair and Mechanical sides:
- Separate the sides for training purposes, in that an employee hired to train in the Mechanical side would focus on the courses that pertain to the mechanical classification, and vice versa.
- C) Bumping in the event of a cutback in the workforce:
- The underlying principle in any layoff and bumping procedure is agreed to be "last on, first off" according to departmental seniority.
- i) All Locomotive Mechanics/Car men in place prior to February 1, 1997 will continue to exercise their seniority in case of layoff as per past practice (i.e. They may bump to Serviceman or Helper classification on either side of the Shops).
 - ii) If a Carman or Locomotive Mechanic hired after February 1, 1997 is subject to layoff, they may bump into the highest level within their Serviceman classification, or failing that either side in the Helper classification.
 - iii) If a Serviceman is subject to layoff, they may bump into either side in the Helper classification.

c)	Electrical	Electrical basics	4 courses
		Wiring	2 courses
		Generators	2 courses
d)	Mechanical	567C engine maintenance	12 courses
		Wheels for locomotives	5 courses
		Draft gears and journal boxes	2 courses

Carman:

a)	Freight car nomenclature		9 courses
	Courses b) and c) can be taken in any order:		
b)	Air brake equipment		4 courses
	Cushioning units		3 courses
c)	Freight car wheels		1 course
	Rigging		2 courses
	Roller bearings		1 course
d)	Car inspector (the last course to be taken)		21 courses

C) Any one segment may be missed should the employee have the qualifications in that particular field. If determined appropriate by the Company, the employee will then move to the next level and be paid accordingly.

- i) The Union may review any advanced employee's qualifications upon request.
- ii) Any dispute arising from this language may be grieved as outlined in the Collective Agreement.

D) i) No employee shall be kept at any one level for longer than one year, providing they have completed the assigned courses. In the event the training is extended, Letter of Understanding 'C' would apply.

ii) Wage Structure:

Serviceman-Mechanic	Level One	83% of Locomotive Mechanic Rate
	Level Two	87% of Locomotive Mechanic Rate
	Level Three	92% of Locomotive Mechanic Rate
	Level Four	95% of Locomotive Mechanic Rate

Serviceman-Carman	Level One	83% of Carman Rate
	Level Two	87% of Carman Rate
	Level Three	92% of Carman Rate
	Level Four	95% of Carman Rate

- iii) At the completion of Level Four Serviceman Training, the employee will be classified as Locomotive Mechanic or Carman, whichever is applicable.

CLASSIFICATIONS

Part Two, Article 11.02 "Locomotive Mechanic"

11.02 Locomotive Mechanic "A"

A Locomotive Mechanic "A" must be qualified to do all work on diesel-electric locomotives including all work on electrical, mechanical and air systems and may be required to undertake to completion, any work which may be assigned within the classification

11.02.1 Locomotive Mechanic "B"

- i) A Locomotive Mechanic "B" must be qualified to work on diesel-electric locomotives but may be specialized in any one area and not fully qualified in all. This work could include the electrical, mechanical and air systems. It is agreed that any worker hired without complete training, will be required to complete the serviceman training within 2 years of the date of hire before they can advance to the "A" Mechanic rate. Should the employee not complete the serviceman training within the required 2 year period, providing there is no delay in receiving the course/course materials when requested, he/she will not move to the "A" Mechanic rate until the training is completed.
- ii) A "B" Locomotive Mechanic will receive the "A" rate when performing duties within their area of specialization including training.
- iii) "B" Locomotive Mechanic Rate = Level Four Serviceman + \$.55 per hour.
- iv) Employees occupying a Mechanic "B" position at date of ratification of this agreement will move to Mechanic "A" classification after 2 years from date of hire.

In the event of layoff in the Mechanical Shops, any Locomotive Mechanic "B" who has bypassed the classification of Helper and/or Serviceman as a result of their certification and/or experience, will be laid off according to their departmental service, regardless of their classification.

Part Two, Article 11.03 Serviceman

A Serviceman will be designated to either the Car Repair or Locomotive side of the Shops.

- 11.03 A Railway Serviceman shall be an employee who is presently enrolled in a training program after completing, if necessary, six months as Helper. In order to progress through the training levels he must successfully complete the course outline in each segment before the next applicable rate is implemented.

Part Two, Article 11.05 Helper

- 11.05 Helpers will assist all categories in servicing, repairing and overhauling railway equipment.

Part Two, Article 11.09 Carman

- 11.09 A Carman will be qualified in the Freight Car Repair Shop as a Railway Serviceman/Carman. To qualify he must have passed the examinations in freight car repairing or have the equivalent in car repair experience. In any event he must be qualified to carry to a conclusion all repairs on freight cars.

In the event of layoff in the Car Shops, any Carman hired after February 1, 1997 who has bypassed the classification of Helper and/or Serviceman as a result of their certification and/or experience, will be laid off according to their departmental service, regardless of their classification.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'H'
Re: Joint Application for Reduced Crews and Cabooseless Trains

The parties agree to jointly submit an application to the Ministry of Municipal Affairs and Housing for the approval to operate 2-man crews and cabooseless trains.

Failing an agreement between the Union and the Company regarding the application, the Company will apply separately and provide a copy to the Union.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding'
Re: Implementation of Reduce Crews and Cabooseless Trains

Once approval has been received from **the** Ministry, and the Company plans to implement reduced crews or cabooseless trains, the Company will meet with the Union to discuss the reasons for **the** decision. The only exceptions to this would be for last minute absences and for special service requirements as requested by customers.

Signed this **27** day of **June**, 2003

For the Company

For the Union

Letter of Understanding'
Re: Bargaining Unit Work

It is agreed that Supervisory personnel will normally be for the purpose of carrying out supervisory functions. In carrying out non-supervisory functions It is understood that In doing so it will not result in the displacement of a bargaining unit employee nor add to the responsibilities of supervisors work on a regular basis. Displacement shall mean removing the employee from their position or being laid off.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'K'
Re: Redundant Positions

The Company agrees to incorporate the following classifications into the Collective Agreement in the event they are re-introduced:

- Blacksmith
- Blacksmith's Helper
- Freight Car Painter
- Carpenter
- Clerk Typist
- Stenographer
- Locomotive Shop Clerk
- **Crew Clerk**

The Parties agree to meet and discuss responsibilities and determine the applicable rate(s) should any of the above classifications be re-introduced.

For the purpose of determining the applicable rate, the rate stated in the Collective Agreement expiring on March 31, 1997 will be used as a base for discussion for **all classifications** with the exception of Crew Clerk. For the classification of Crew Clerk, the rate stated in the Collective Agreement **expiring** on March 31, 2002 will be used as a base for discussion.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'L'
Re: Reduced Crew / Cabooseless Train Agreement

The parties agree to the conditions as outlined on the following pages in this Letter of Understanding 'L'.

Signed this 27 day of June, 2003

For the Company

For the Union

REDUCED CREWS/CABOOSELESS TRAINS

The attached conditions apply when reduced crews and/or cabooseless trains are operated by SRY.

INDEX

	Definitions	82
A.	Reduced Crew Conditions/Cabooseless Trains	83
B.	Rest	84
C.	Locomotives	84
D.	Crew Facility	84
E.	Radios	85
F.	Protection For Trains Operating With Reduced Crews/Cabooseless Trains ..	86
G.	Lockers	86
H.	Procedure for Dispute Resolution	86

DEFINITIONS

Protected Employee - A current employee with a seniority date prior to ratification.

Reduced crew - is a crew consisting of a conductor and a locomotive engineer.

A.

REDUCED CREW/CABOOSELESS TRAIN CONDITIONS

1. **No** train or assignment shall be operated ~~reduced/cabooseless~~ unless the Company complies with the following operating conditions:
 - a. When moving between stations, **the** Conductor will position himself in the operating cab of the lead locomotive.
 - b. Conductors shall have the responsibility and obligation to:
 - i. oversee the safe operation of their trains and related equipment and observance of the rules and instructions;
 - ii. report car movements, such as set-outs, lifts and placements
2. At points where maintenance staff is available, locomotives shall be dispatched in a clean condition. Cabs shall be maintained in a tight and normal working condition.
3. A train of assignment **presently** operating with a caboose may be operated without a caboose or properly equipped locomotive cab where equivalent alternate shelter and other amenities are provided at a location in reasonable proximity to where the train or assignment is required to operate.
4. The conductor shall be provided with a train consist print out, or equivalent, which shall indicate the total length of that train (plus 10% for slack) and total tonnage.
5. Two man crew training is to be a part of the breaking in as a conductor.
6. **No** protected employee shall be laid off as a direct result of operating or implementing reduced crews or cabooseless operations.
7. When reduced crews/cabooseless trains are required to handle **defective** cars that need to be visually monitored, the defective car will be placed at the head end.
8. Reduced Crews will not be required to handle cars behind cabooses.
9. Reduced crews/cabooseless trains required to work:
 - i. Up to 2 1/2 hours, no change to current conditions;
 - ii. Over 2 1/2 hours, toilet facilities will be made available, as well as a hot plate and coffee pot.
 - iii. Over 4 hours crew facilities will also be included; as an exception, a currently equipped caboose will suffice as a facility in Chilliwack and on the New Westminster to Huntingdon run.

The time constraints in point 9 above may vary when the Company has no control of the circumstances.

REST

In the event that an employee books rest, every effort will be made to have them reach their home terminal within the rest period which could require the discontinuance of work.

C. LOCOMOTIVES

1. Locomotives will be dispatched in a clean condition. The operating crew has the responsibility for leaving the cab in a neat and orderly condition at the end of their shift. The janitorial duties for cleaning the locomotive cabs will be the responsibility of the shops.
2. If feasible, a fold out or permanent table sufficient in size and located in such a manner that the conductor shall be easily able to perform his clerical functions will be provided. The table shall be provided with lighting that will not require the cab ceiling light to be used to read documents and that will not interfere with the vision of the other crew member in that cab at night.
3. If feasible, a secure cabinet shall be provided in which to maintain documents, books, pens, pencils and other things that are essential to the work of the conductor.
4. When washroom facilities are not available, a locomotive equipped with a toilet will be used.
5. An electric hot plate suitable for cooking, mounted in such a way that it shall not interfere with the ordinary work functions in the cab shall be provided.
6. First Aid equipment, including a stretcher or a lull spine board and spider straps, first aid kit, blanket and a broom, all of which shall be placed in a storage place that will preserve the integrity of the equipment and will not interfere with the duties of the crew members.

D. CREW FACILITY

1. Crew facilities will continue to be provided at home terminals. Other locations, if required, will be supplied with a crew facility; the parties agree to use Section H in the event the Company is unable to comply.

2. Properly equipped crew facilities at home terminals shall include:
 - Fridge
 - Stove with oven
 - Running Hot and Cold Water
 - Washroom
 - Air conditioning, where feasible
 - Heating
 - Kettle
 - Coffee and tea pots
 - Microwave oven *
- * A microwave oven will be supplied in Huntingdon, New Westminster and Annacis Island on a one time only basis. The microwaves will **only** be replaced as a result of normal wear and tear.
3. At home terminals separate bulletin boards will continue to be supplied for Union and Company notices.

E. RADIO COMMUNICATIONS RESPECTING REDUCED CREWS/CABOOSELESS TRAINS

1. 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 channel.
2. A train will not be put into motion at any time by the Engineer unless on clear direction to do so by the Conductor.
3. Reduced crews/cabooseless trains **will** not be required to start switching or begin a road trip without portable radios.
4. Trains will not leave a terminal with a reduced crew with less than one mobile radio and two portable radios capable of activating the Railway's communication system.
5. Handheld portable radios referred to herein will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such a size as to permit being placed in coat or trouser pockets. Sufficient frequency channels will be utilized to provide safe communications.

6. 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.

F. PROTECTION FOR TRAINS OPERATING WITH REDUCED CREWS/CABOOSELESS TRAINS

In OCS Territory, the Railway will instruct its RTC's to provide positive rear end protection on trains that are running reduced/cabooseless wherever possible for the purpose of avoiding the need to flag.

G. LOCKERS

Trainmen will be supplied with an individual locker at the home terminal located conveniently to the point they usually go on and off duty. No trainman **will** occupy more than one permanent locker at any given time. An employee assigned away from his home terminal **will** be supplied with a temporary locker on a shift to shift basis.

H. PROCEDURE FOR DISPUTE RESOLUTION

- i. In the event a situation develops that may require the implementation of a condition(s) not covered by this document the matter may be raised with the Superintendent, or his designate, to attempt to address the concerns prior to implementation.
- ii. Any disputes that cannot be resolved through this discussion may be referred to the *President* for further discussion prior to implementation.
- iii. Any disputes that cannot be resolved shall be referred directly to an independent third party for ruling prior to implementation.
- iv. It is understood that should a business opportunity develop and time becomes a critical factor, the operation will move forward **with** the understanding the unresolved issues will be heard through expedited arbitration.

Letter of Understanding 'M'
Re: Shorter Work Week leave (SWWL)

The Company and the Union will not negotiate any further reduction of SWWL entitlement unless 51% of protected employees (those hired prior to September 1, 1997) give their consent through a referendum ballot.

Signed this 27 day of June, 2003

For **the** Company

For **the** Union

Letter of Understanding 'N'

Tool House Facilities

When suitable facilities are not available, washroom and washing facilities will be provided by the company.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'O'

Charge Hand • Locomotive Shops and Care Shops

When the company hires another additional supervisor for the shops the employer **will** have the option of appointing a charge hand. The ~~existing~~ charge hands (Locomotive Shops and Cars Shops) **will** be grandfathered.

This letter **will** expire at the end of the current agreement should ~~the~~ company not hire the **additional supervisor**.

Signed this 27 day of June, 2003

For the Company

For the Union

Letter of Understanding 'P'

Bargaining Committee

The **parties** agree that no employee or group of employees shall undertake to represent the union at meetings with the employer unless duly authorized in writing by the **president** of the union or delegate. Each party shall appoint **representatives** (**bargaining committee**) and shall advise the other of their committee members.

This letter shall **remain** in effect as per Article **1.02** of this **collective** agreement.

Signed this 27 day of June, 2003

For the Company

For the Union

LETTER OF UNDERSTANDING "Q"

HARASSMENT POLICY

POLICY

It is the policy of CUPE Local 7000 and SRY to provide all employees with a work environment free from harassment. CUPE Local 7000 and SRY will not tolerate harassment of its employees by anyone - managers and union members alike.

The success of this Harassment Policy depends largely on adherence to it by every employee. It is therefore essential that all employees become familiar with the policy and aware of those actions, which may be considered to constitute harassment.

The following guidelines portray the seriousness of the subject, and also the need for fairness in correcting the inappropriate behaviour by either party in a harassment complaint. A balanced view of all circumstances is a requirement in addressing complaints. Although discipline may be appropriate in some cases of non-compliance with the policy, it is only one tool to be used to work towards the objective.

PURPOSE

- To promote a work environment in which all employees are treated with respect and dignity, and are free from personal harassment in the work place.
- To prevent a work environment becoming poisoned by conduct or comment that interferes with an employee's work performance, personal well being, and creates an intimidating, hostile or offensive work environment.
- To define personal harassment in the context of acceptable work place conduct, and to outline expectations of employees and managers to support this conduct.
- To provide sound investigative procedures, which will assure employees that harassment is not tolerated, allay fears of retaliation, and promote a fair process.

DEFINITION

Personal harassment is objectionable, inappropriate and unwanted conduct or comment, directed towards a specific person(s) and would be considered by a reasonable person to create an intimidating, humiliating, hostile or offensive work environment.

It is a course of conscious behaviour which is known or ought reasonably to be known to be harmful or hurtful to another person or persons in the workplace, has no legitimate workplace purpose, is not a good faith exercise of duties and responsibilities and can be objectively measured as more than the sort of trivial occurrence or inconsequential event that can be reasonably expected to take place in a work environment.

The fact that someone did not **intend** to personally harass an individual is no defense to a **complaint** of personal harassment,

Examples include:

- Threats, bullying, coercion, aggressive behaviour
- Actual or threatened physical assault
- **Verbal** assault, taunting or ostracizing
- Derogatory or degrading remarks
- Malicious gestures or **actions**
- Abuse of authority

Personal harassment may occur during one **incident** or over a series of **incidents**, which, in isolation, would not necessarily constitute harassment. Behaviour may occur **at** work related conferences or **training** sessions, during work related travel, over the phone, over **e-mail** or elsewhere **provided** there is a relationship to work. It does not include exercise, in good faith, of the supervisor's rights and responsibilities.

RESPONSIBILITIES OF POLICY APPLICATION

Every employee has a **responsibility** to prevent personal harassment. As the **employer, SRY** is committed to a work place free from personal harassment by:

Posting this policy which describes the unacceptable behaviour **Having** effective and confidential procedure for dealing with harassment complaints **Orienting** new employees regarding personal harassment policy and procedures. CUPE Local 7000 shares **this** responsibility for its members

Managers are obligated to uphold the personal harassment policy in the work place.

Employees have a powerful impact on the workplace, as there **is** no substitute for respectful behaviour **between** all employees. They can:

- Challenge **inappropriate** behaviour
- Refuse to participate in more subtle forms of harassment
- Support co-workers
- **Speak up**
- Treat others respectfully
- Take issues forward to the appropriate **individual** for **resolution**

RESOLUTION PROCESS

The following resolution process applies to **all complaints** of person harassment. An employee who believes they have been personally harassed or has a concern **related** to personal harassment may contact the union or the Human Resources **Department**. **Assistance** will be provided to the complainant in **clarifying** their allegations, and remedy option available to them.

An employee represented by CUPE local 7000 who believes they have been personally harassed by their manager may contact their Union or the Director of the Human Resources Department, who will attempt to resolve the allegations.

a) Seeking Resolution

After consultation and discussion, should the complainant choose to seek resolution to a personal harassment issue through an investigation, a written complaint must be prepared and forwarded to the Director of Human Resources. The complainant, respondent, and any witnesses are entitled to representation from his or her Union during the investigation. Wherever practical and possible, representation should remain the same.

b) Interview and Evaluation Process

The Director of Human Resources will review the circumstances of the complaint, conduct interviews to gather incident information, assist individuals in understanding options available and facilitate resolution.

c) Options for Resolution

Resolution is one to which the complainant consents arrived at through the assistance of the Director of Human Resources, but without the use of either mediation or formal investigation. There are many options available to the employee; depending on the personal harassment situation. It is important to keep in mind that most complaints are handled informally with the purpose being to stop the offending behaviour and resolve the matter as expeditiously as possible.

The complainant may:

- Resolve the issue without the involvement of the respondent
- Deal with issues directly with the respondent
- Choose to contact the Director of Human Resources
- Request a full investigation with a joint committee
- File a grievance through the Union
- Involve the manager directly
- Take no action

d) Corrective Action

Appropriate sanctions may be imposed for personal harassment, a remedy may be provided for the complainant or the respondent may be exonerated. Consideration affecting this will include:

- Severity of the personal harassment
- Whether the harassment was intentional or unintentional
- Whether the offense is an isolated incident or involves repeated acts
- Any other mitigating or aggravating circumstances

The range of sanctions may include, but is not limited to:

- Training
- Counseling
- Work reassignment, reorganization
- Suspension
- Discipline
- Dismissal

Remedies may include, but are not limited to:

- Apology
- Counseling
- Training

CONFIDENTIALITY

All parties involved in a personal harassment case are expected to maintain confidentiality, particularly within the work area in question. Although difficult to avoid at times, a breach of confidentiality undermines the provision of due process and thus proves a disservice to both the complainant and the respondent.

Confidentiality is not the same as anonymity. For a complaint to go forward for recommendation or investigation, the identity of the complainant and the details of the complaint must be released to those involved in review of the case.

Additionally, where a manager or supervisor has knowledge of a personal harassment incident, they may be required to take action without a complaint.

RETALIATION

No one shall suffer reprisal for bringing forward, in good faith, a complaint or concern about personal harassment. Retaliation or the threat of retaliation at any stage is a serious offense because it prevents potential complainants, witnesses, and other parties

involved from acting on their concerns. Retaliation against an individual because they have made a complaint of personal harassment, or because they have provided information is prohibited. Any form of retaliation may be subject to disciplinary action.

VEXATIOUS COMPLAINTS

Where, **as a result** of a **complaint** or investigation, it **is** determined that a **complaint** was made **maliciously with specific** intent to harm; **is** trivial, **frivolous** or vexatious; has been delayed unnecessarily; **disciplinary action** may be taken **against** the complainant.

RESPONDENT'S ROLE

Employees who are respondents or **potential** respondents may contact **their Union** and / or Director of Human Resources or an **individual** with whom they feel comfortable to discuss concerns **arising from** alleged harassment. Respondents shall have **appropriate representation**, at **their** request, throughout the **discussion** and resolution process. In the case of members of **CUPE Local 7000**, **appropriate** representation shall mean a **representative** designated by the Union.

TIME FRAME FOR COMPLAINTS

As a general **guideline**, **complaints** should be brought forward for resolution **within six** months of the event or In the case of a **series** of events, the last event **in a series** are **reviewed**. If an extension to this **limit is** requested, the onus **is** on the **complainant** to provide reasonable cause for the delay and to show that the waiver of the **time limitation is** in the best interest of the workplace.

RECORD KEEPING

Documents created during the **complaint** and resolution process shall be held **in strict** confidence.

Signed this **27** day of **June**, 2003

For the Company

For the Union