COLLECTIVE AGREEMENT

between

CANADIAN PACIFIC RAILWAY COMPANY

THE BROTHERHOOD OF RAILROAD TRAINMEN

on behalf of

CONDUCTORS [illegible] — BRAKEMEN and [illegible]

employed on the

Prairie & Pacific Regions

(including Esquimalt and Nanaimo Ry.)

Rates effective June 1st, 19[illegible]

Rules effective July 1st, 19[illegible]

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63p 1963

COLLECTIVE AGREEMENT

between

CANADIAN PACIFIC RAILWAY COMPANY

and

THE BROTHERHOOD OF RAILROAD TRAINMEN

on behalf of the

CONDUCTORS — BAGGAGEMEN — BRAKEMEN — YARDMEN and SWITCHTENDERS

employed on the

Prairie & Pacific Regions

(including Esquimalt and Nanaimo Rwy.)

Rates effective June 1st, 1963

Rules effective July 1st, 1963

Tom Williams
Jan '54 8.00

PREAMBLE

The term "Trainman" as used in this agreement shall be understood to include Conductor, Baggageman and Brakeman.

The term "Yardman" shall be understood to include Yard Foreman and Helper.

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TOUS MINOTIER
TRADE LABEL UNION
CANADA
4

	January 1, 1964	September 1, 1964	May 1, 1965	
Helper				
per day	$19.17	$19.35	$19.73	21.30
pro rata	2.396	2.419	2.466	
time & one-half	3.594	3.629	3.699	
vacation	19.17	19.35	19.73	
Switchtender				
per day	$16.59	$16.75	$17.07	
pro rata	2.074	2.094	2.134	
Time & one-half	3.111	3.141	3.201	
vacation	16.59	16.75	17.07	

	January 1, 1964	September 1, 1964	May 1, 1965
Helper			
per day	$19.15	$19.35	$19.73
pro rata	2.399	2.419	2.465
time & one-half	3.594	3.629	3.699
vacation	19.17	19.35	19.73
Switchtender			
per day	$16.99	$16.75	$17.07
pro rata	2.094	2.09	2.14
Time & one-half	3.111	3.141	3.201
vacation	16.99	16.75	17.07

Revision of Rates - Yard Rules
Article 1.

Effective:	January 1, 1964	September 1, 1964	May 1, 1965	
Yard Foreman				
per day	$20.69	$20.89	$21.29	2290
pro rata	2.586	2.611	2.661	
time & one-half	3.879	3.917	3.992	
vacation	20.69	20.89	21.29	

Conductors	$16.93	$17.09	$17.42 per 100 Miles
Baggagemen & Brakemen	$14.76	$14.90	$15.19 " 100 "

From Lake Louise West and from Nelson West

Effective:	January 1, 1964	September 1, 1964	May 1, 1965
Conductors	$16.80	$16.96	$17.29 per 100 miles
Baggagemen & Brakemen	$14.70	$14.84	$15.13 " 100 "

Conductors, Baggagemen and Brakemen who entered train service prior to December 1st, 1959, will receive in addition to the above rates a

YARD RULES

ARTICLE 1

	Rate per day	Pro Rata	Time & One-half	Vacation Rate per day
(a) Yard Foreman—				
	$ 20.28	2.535	3.803	20.28
Helper —				
	$ 18.79	2.349	3.524	18.79
Switchtender—				
	$ 16.26	2.033	3.050	16.26

(b) Pilot will receive Foreman's pay. Engine Herder will be paid Helper's pay, and no Yardman acting as such will be used outside of yard limits, except as otherwise provided in Article 8 hereof.

(c) **Five Day Work Week**

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

(d) **Beginning of Work Week**

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

(e) All regular or regular relief assignments for yardmen shall be for five consecu-

tive days per work week of not less than eight consecutive hours per day, except as otherwise provided in this agreement.

(f) A yardman on a regular or regular relief assignment who takes another regular or regular relief assignment, or a yardman on the spare board who takes a regular or regular relief assignment, except as provided in Clause (i) of this article, will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

(g) A yardman on a regular or regular relief assignment who goes on the spare board will, except as provided in Clause (i) of this article, take the conditions attached to the spare board.

(h) The operation of Clauses (f) and (g) of this article shall not involve the Company in increased expense or in the payment of penalty overtime.

(i) The principle of a yardman on a regular or regular relief assignment being permitted and also restricted to five shifts per work week will be regulated as follows.

If, for any reason, a regular yardman works more than ten shifts in any one fourteen day period, he will be required to lay off the number of days he is over as soon as possible during the following fourteen day period, except that he will be permitted to fill his regular assignment if relief at straight time is not available.

If a regular yardman is unable to work ten shifts within the fourteen day period, he will be allowed to revert to the spare board to obtain, if possible, the allowable shifts. Shifts worked in this manner will be paid at straight time. Yardman must notify the proper authority each day he desires to be placed on the spare board and will stand first out according to seniority. Shifts lost by any yardman as a result of leave of absence or sickness will be considered as shifts worked.

Fourteen day periods will commence on alternative Mondays unless otherwise agreed locally.

Representatives of the Company and the yardmen will cooperate in the application of this clause, recognizing the principle of restricting or permitting a yardman to five shifts in the work week. Records necessary for the enforcement of this clause will be the responsibility of local representatives of the yardmen.

The operation of this clause will not involve the Company in any additional expense.

ARTICLE 2

(a) **Basic Day**

Eight hours or less will constitute a day's work. Except as provided in Clauses (k) and (l) of Article 7, regular assigned yardmen will not be required to be available for duty from completion of one tour of duty until

the starting time of his next regular shift.

(b) **Overtime**

Except as provided in the second paragraph of this clause, yard foreman or helper assigned to regular shifts who is required to work in excess of eight consecutive hours or who is required to commence work on a second tour of duty within twenty-four hours of the starting time of the preceding shift, paid for at pro rata rate, will be paid for time worked in excess of eight hours continuous service and for the second tour of duty at one and one-half times the pro rata rate.

Yard helper assigned to regular shifts who is required to commence work on a second tour of duty as foreman within sixteen hours of the starting time of the preceding shift will be paid for the second tour of duty at one and one-half times the pro rata rate.

Spare yardman who is required to work in excess of eight consecutive hours will be paid for time worked in excess of eight hours continuous service at one and one-half times the pro rata rate.

Note:— The foregoing shall not apply when changing off where it is the practice to work alternate days and nights for certain periods, working through two shifts to change off or where exercising seniority rights.

(c) Work performed by regular relief men on assignments which conform with the provisions of Article 3, Clauses (k) to (r) in-

clusive shall be paid for at the straight time rate.

(d) Regularly assigned yardman worked more than five straight time eight hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

1. Where days off are being accumulated under Article 3.
2. When changing off where it is the practice to work alternately days and nights for certain periods.
3. When working through two shifts to change off.
4. Where exercising seniority rights from one assignment to another.
5. Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

Note:— Yard helper working as yard foreman is regarded as being in a different grade of service under the application of sub-section 5 of this clause.

Except as provided in Article 1 (i), a regularly assigned yardman required to work as yardman on the days off of his assignment shall be paid one and one-half times the basic straight time rate for such work.

Note:— The days off for a regularly assigned yardman will be regarded as the 48 hour period prior to the starting time of the first shift of the work week. On

regular relief assignments which do not have two consecutive days off, the days off will be regarded as the 24 hour periods prior to the starting time of the regular shift following each day off. Time worked as part of the last regular shift prior to days off but within the 48 or 24 hour period specified above is not regarded as time worked on days or day off.

When an additional day's pay at the straight time rate is paid to a yardman for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight hour shifts referred to in this Clause (d).

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in Clause (d) of this Article 2, be utilized in computing the five straight time eight hour shifts referred to in such Clause (d) of this Article 2, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Existing rules or practices regarding the

basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefore, preparatory time, starting time (except as otherwise provided in Article 3 and similar rules) are not affected by the provisions of this agreement.

(f) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this agreement, nor shall service under two agreements be combined in any manner in the application of this agreement, except a regular or regular relief assignment may be set up to contain not more than five shifts in a work week in combined service as yardman and yardmaster.

ARTICLE 3

STARTING TIME

(a) Yardmen will be assigned for a fixed period of time which except as provided for in Article 9, shall be for the same hours daily for all regular members of a crew. So far as it is practicable, assignments shall be restricted to eight hours work.

Pay of yardmen will continue until they return to the point at which they started work.

Note:— In Winnipeg (I) and (N) yard offices will be considered as one and the same point.

(b) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours advance notice.

Note:— When an assignment is to be cancelled for a statutory holiday or for a reduction in the number of assignments, regularly assigned yardmen will receive at least 16 hours advance notice.

(c) Where three eight hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 and 8:00K; the second, 14:30 and 16:00K; and the third, 22:30 and 24:00K.

(d) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Clause (c).

(e) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 and 10:00K, and the second not later than 22:30K.

(f) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Clauses (c) and (e).

(g) At points where only one yard crew is regularly employed, they can be started at any time, subject to Clause (b).

(h) At points where the time is changed, yardmen will work on the time used by the community. When Daylight Saving Time is

in effect in any particular locality, the yard starting time of yard assignments whose work is affected thereby may be governed by Daylight Saving Time.

(i) Yard crews will be allowed 20 minutes for lunch between 4 hours and 5½ hours after starting work without deduction in pay.

(j) Yard crews will not be required to work longer than 5½ hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

(k) **Relief Assignments**

When service is required by the Company on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra yardmen when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the yardman or yardmen relieved, and have different points for going on and off duty within the same terminal which shall be the same as those of the yardman or yardmen they are relieving, except that in a seniority district having more than one spare board, such relief assignments as are established will be man-

ned from the territory allotted to a particular spare board.

(l) Where regular relief assignments cannot be established for five consecutive days on the same shift, as provided for in Clause (k) above, such assignments may be established for five consecutive days with different starting times on different shifts on different days, providing such starting times are those of the yardman or yardmen relieved, and on different days may have different points for going on and off duty in the same terminal which shall be the same as those of the yardman or yardmen they are relieving, except that in a seniority district having more than one spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.

(m) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(n) Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of a crew.

(o) Representatives of the Company and of the employees will cooperate in designat-

ing days off of individual members of a crew.

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

(p) Except as otherwise provided for in this Article 3, regular relief assignments shall be established in conformity with schedule articles and practices in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

(q) At points where closed yards are maintained and no spare board is maintained for yardmen, relief work will be performed by employees in accordance with schedule articles and practices in effect.

(r) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (k) and (l) of this Article.

(s) **Accumulation of Days Off**

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

(t) **Non-Consecutive Days Off**

If the Company contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief yardman, and that it is necessary to establish non-consecutive days off, representatives of the Company and representatives of the yardmen will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Company may nevertheless establish non-consecutive days off, subject to the right of the yardmen to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the Company to prove that it was not practicable to grant two consecutive days off.

MEMORANDUM OF UNDERSTANDING AS TO CLARIFICATION OF ARTICLE 3

1. Memorandum of Understanding dated September 19, 1949, signed by Messrs. McCracken and Meecham, in regard to assignments at Vancouver and Coquitlam continues in effect.
2. In respect to isolated assignments commencing between the hours of 24:00K and 6:30K, such assignments may be put into effect by mutual agreement between both parties, except as provided under Clause (g) of Article 3.
3. At locations in yards where three eight hour shifts are worked in continuous

service, yard assignments starting outside the periods specified in Clause (c) of Article 3, and in effect prior to July 1st, 1963 may be maintained. Effective from July 1st, 1963 at locations in yards where three eight hour shifts are worked in continuous service, new assignments required to meet operating requirements and starting outside the periods specified in Clause (c) of Article 3, will not be established without mutual consent. Such consent will not be withheld by the Brotherhood when it can be shown a proposed starting time is necessary to meet operating requirements.

ARTICLE 4

Rest Rule

Yardmen will have the right to book rest after twelve (12) hours service. All yardmen at the completion of their shift will have the right to book rest up to ten (10) hours clear, with two hour call. Yardman to be the judge of his own condition.

ARTICLE 5

Attending Court

(a) 1. Yardman who is on regular assignment and is called as witness in court or other public investigation by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the

Company, will be compensated to the extent of wages which he would have earned except for his absence as a result of such call.

2. Yardman who is on spare board and is called as witness in court or other public investigation by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company, if time lost, eight hours to be allowed per day of 24 hours, or portion thereof.

3. If yardman is not detained from duty, payment of wages is not required.

4. Actual reasonable expenses incurred while away from home will be allowed.

5. Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.

6. If a yardman is subpoenaed for a case in court or other public investigation other than by the Company, and is, therefore, not called by the Company, no payment of wages or expenses is required unless in the opinion of the officers of the Company there are, according to the merits of the individual case, some special circumstances to justify it.

(b) **Company's Business**

Except as provided in Article 13, yardmen held off duty on Company's business or

by order of the Company's officers will be paid at schedule rates for time lost in accordance with Clause (a), paragraph (1) and (2), and actual reasonable expenses while away from home.

ARTICLE 6

WAGES TICKET AND TIME NOT ALLOWED

(a) Ticket not allowed will be promptly returned. If not returned to the employee within sixty calendar days, the claim will be paid.

(b) When portion of claim is not allowed, the yardman will be promptly notified and reason given; the undisputed portion to be paid on current pay roll.

(c) If an appeal is to be made regarding a claim not allowed, it must be presented in writing by the yardman or his accredited representative to the proper officer of the railway within sixty calendar days from the date he was advised the claim was not allowed.

(d) Claim made within the prescribed time limits when disallowed may be progressed with the higher officers of the Railway in their proper order on appeal in writing within sixty calendar days from the date of each notification of declination, otherwise such claims become invalid. If notification of declination is not given within sixty calendar days of appeal, then the claim will be paid. If not so notified, the claim shall

be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims.

(e) The decision by the highest officer designated by the Railway to handle claims shall be final and binding unless within sixty days from the date of such officer's decision such claim is disposed of on the property or proceedings instituted for the final disposition of the claim by the yardman or his accredited representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the sixty day period herein referred to.

ARTICLE 7

SENIORITY, PREFERENCE OF WORK, AND PROMOTION

(a) The Company will prepare a seniority list for each seniority territory. Yardmen will have access at all times to such lists, which will be posted in a conspicuous place in the yard offices. Such lists will be compiled and posted January 1st each year and will contain a list of all yardmen and their seniority standing. The Company shall on request give favorable consideration to the issuance of a supplementary list for yardmen at any specific location in July, if due to the number of changes that have taken place such supplementary list is justified. Yardmen who claim their standing is incorrectly shown

must protest in writing within ninety days of the date of posting of the seniority list on which the alleged error first appears, except that a yardman absent on leave or through illness may enter his protest within ninety days after returning to service. If protest is not received within the prescribed time as above stated, no action will be taken.

A new helper shall not be regarded as permanently employed until after six months service, that is six months from date of making first pay shift, and if retained, shall then rank on the seniority list from the date and time he commences his first pay shift covered by this Agreement. In the meantime, unless removed for cause, which in the opinion of the Company renders him undesirable for its service, the helper shall be regarded as coming within the terms of the Agreement.

(b) Helpers will be required to pass examination for yard foreman as required in their turn, but in any event not later than five years from their initial date of employment as helper, and will be advised in writing, a copy to be furnished to the Local Chairman. Any helper not promoted will be promptly advised the reason in writing. Any helper failing to qualify for promotion will be given a second trial not less than two months or more than six months later. Failing to pass on second examination, he will rank junior as helper to those subsequently

promoted as foreman. If by reason of sickness or other proper leave of absence, a helper is unable to take his examination at the appointed time, he shall be required to take examination within sixty days of his return to duty.

Note:— Men who entered the service as yardmen prior to January 1, 1945, and who lost their promotion rights under former promotion rules will not be considered as regaining any rights as a result of this Agreement. Men who have established promotion rights as foremen prior to July 1st, 1963 will retain their rights as such.

(c) A helper will have no seniority standing as yard foreman until qualified as provided for in Clause (b) of this article and will then rank as yard foreman in the same order as he ranks as helper. When a non-promoted helper is required to take charge of a crew as foreman, it will not count as promotion.

(d) Yardmen will have preference of work and promotion according to seniority in the one or more yards under their respective superintendents.

Yardmen established on separate seniority lists at Cranbrook and Nelson-Tadanac prior to July 1st, 1963, will retain their rights on previously constituted seniority territories.

Subsequent amalgamation of superintendents territories — yardmen affected will be protected in a like manner from the date of amalgamation.

(e) A yardman may claim preference of work in accordance with seniority in another yard to a bulletined position or by giving ten days notice and will be required to remain in such yard for not less than one year unless he is successful applicant to a bulletined position as provided in Clause (g) or unless he cannot hold a regular assignment in that yard, and can only be displaced from that yard during this period by a senior man working in that yard or by a man who is otherwise unable to hold a regular position on his promotion territory.

When a yardman who has claimed preference of work in another yard in accordance with the first paragraph of this clause is displaced and cannot hold a regular assignment in such yard prior to the expiration of the one year period, he may claim preference of work in any other yard on his promotion territory, subject to the one year provisions of the first paragraph of this clause except as provided in the third paragraph of this clause.

A yardman unable to hold a regular assignment in the yard in which he was assigned, may move to another yard for a regular assignment without ten days notice and will then be governed by the provisions

of this clause, except he will not be subject to the one year restriction imposed so that he may return to his former yard when his seniority entitles him to a regular position, including vacancies of five days or more in that yard. A yardman desiring to return to his former yard under these conditions, will notify the officer in charge who will advise him of vacancies occurring and such yardman will fill the vacancy immediately or otherwise forfeit his right to that vacancy.

A yardman unable to hold the spare board in the yard to which assigned, may move to another yard under the same conditions applying to a yardman unable to hold a regular position and may return to his former yard when able to hold the spare board.

(f) A yardman exercising seniority to a regular position in the yard to which assigned, will be required to hold it for not less than thirty days and will be permitted to move on giving twenty-four hours written notice to the officer in charge indicating the assignment he desires, except if a vacancy of five days or more occurs, the senior man shall have preference.

(g) Permanent vacancy or new assignment will be advertised for five days and given to the senior qualified man applying therefor. If no applications are received, the senior helper on the spare board in the yard where the new assignment is created will be assigned. If no spare man is available in that yard, the junior spare man working on

the seniority territory will be assigned but he will be allowed to revert to his former yard, if he so desires, and will be relieved when he is no longer the junior man. Deadheading resulting from the proper application of this clause will not be paid for.

A permanent vacancy is defined for the purpose of this article as a vacancy created as a result of severence of service or promotion to an official position.

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

(i) Vacancy of less than five days will be filled by spare man. A vacancy of five consecutive days or more, or a vacancy known to be of five consecutive days or more, may be taken immediately by the senior yardman in that yard desiring such vacancy except as provided in the third paragraph of Clause (e) and arrangements may be made between the Local Chairman and local officers to post notice advising of such vacancies and method of filling same.

(j) A yard foreman may work as a helper on any regular assignment his seniority entitles him to, as long as all assignments for yard foremen are filled with promoted men, otherwise the junior promoted man holding a regular assignment as helper in that yard will be placed on the vacancy as foreman.

If a promoted man is not available in

that yard, the junior promoted man working as a helper on the promotion territory will be placed on the vacancy as foreman.

A yard foreman required to move to another yard under the provisions of the second paragraph of this clause, will be allowed to revert to his former yard as helper or yard foreman if he so desires and will be relieved when he is no longer the junior promoted foreman.

k) When an extra engine is required, the helper with senior foreman's rating on the yardmen's spare board will be used as foreman and if the extra engine is started at a time when no promoted men are on the spare board, the helper with junior foreman's rating starting at the same time in that particular yard and if none are available at that starting time, the one from the closest following shift will be used when proper notice is given him, two hours being considered sufficient.

As an exception to the above, when an extra engine is started between the hours of 22:30 and 24:00K and no spare foreman is available at the same time or on a following shift between these hours, the available helper with junior foreman's rating starting between 22:30 and 24:00K nearest to that time will be used.

(l) When a regular foreman books off from one to five days, the helper with senior foreman's rating on the assignment will take

charge of the crew, otherwise the crew will be manned as per Clause (k) of this article.

(m) A yardman returning to service after being absent for more than five days for any reason will be required to give at least twelve hours notice on resuming service.

(n) A yardman unable to hold a regular assignment in a particular yard may revert to the spare board in that yard in preference to going to another yard for a regular position, subject to the provisions of Clauses (g) and (j) of this article.

A yardman displaced will be advised and must select his new assignment within two hours of notification. If local conditions warrant, the two hour period may be extended by mutual arrangement between the Local Chairman and the local officers.

A yardman failing to comply with these regulations will be required to give at least twelve hours notice before taking his new assignment and during this period such yardmen will be available for spare work if no other spare yardmen at straight time rate are available.

(o) When a new yard is created which affects the employment of yardmen on an adjacent seniority territory, representatives of the Company and of the Organization will meet to decide how the new yard will be manned and in such discussions, the fundamental rights of yardmen affected on both seniority territories will be recognized.

(p) Deadheading in the exercise of seniority or deadheading to fill vacancies resulting from the exercise of seniority will not be paid for.

ARTICLE 8

SWITCHING OUTSIDE OF YARD LIMITS AND WORK TRAIN SERVICE

(a) Yardman will not be required to go outside of yard terminals except for switching or transfer service, and yard crews whose work takes them outside of the switching terminals will receive Yardman's rates.

(b) Yardman allotted to other than his regular duties will receive not less than schedule rates of pay for yardman. If a yardman is used in an emergency in road service, road rates and conditions will apply.

Ruling: The first sentence of this clause means that a yardman will receive not less than his schedule rate per hour for all time engaged in other than his regular duties, but not less than his daily guarantee, except when used to relieve a yardmaster, assistant yardmaster or stationmaster for thirty consecutive days or more, he will be paid the rate of the man relieved.

Note:— The above will not prevent the Company from using yardmen to handle high explosives to powder houses adjacent to terminals, or for the purpose of handling mill or transfer work within a reasonable distance of terminal. The superintendent will regulate the man-

ning of a crew to protect a pile driver working within a terminal.

(c) Yardmen shall man all work train service operating exclusively within the recognized confines of terminal switching or yard limits and may be assigned to combined work train and switching service, this service to be paid for under yard rates and conditions, excepting that road crews will handle this work in the smaller terminals where there are not sufficient yard crews to man this service, and will be paid at road rates and under road work train conditions.

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

The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper officer of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

In the extension of switching limits, the rights of road men thereon will be conserved by negotiations respecting the allocation of

work therein between road and yardmen.

This Article 8 is not intended to prevent the Company from using yardmen to switch industrial tracks within reasonable distance of existing terminal switching limits.

ARTICLE 9
FULL CREW

A yard crew shall consist of not less than a foreman and two helpers, except where special arrangements are made between the officers of the Company and the General Chairman.

The engine follower of a yard crew may be used individually to accompany movement of the locomotive used during the regular shift between yards, change off points and shop tracks at the beginning or end of the regular shift on the basis of continuous time payment; time to be computed from the time required to report for duty until released from duty. When so used he will start and finish at the same point as the other members of the crew. If such yardman is held on duty after the time claimed on the regular wage ticket, he will submit his own wage ticket for such excess time.

ARTICLE 10
INEXPERIENCED YARDMEN

Yard foreman will not be compelled to work with an incompetent helper, after such man has been reported in writing to the yardmaster, unless his incompetency is disproved.

Yard foreman will not be compelled to work with two inexperienced helpers, if experienced helpers are available.

ARTICLE 11
EQUIPMENT OF ENGINES

(a) Yardmen will not be required to work with an engine that is not properly equipped with footboards, grab irons, automatic couplers and headlights.

(b) Yardmen will not be required to move cars by the use of stake, cable or chain between engine and cars or between cars except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with Article 12.

ARTICLE 12
COUPLING OR UNCOUPLING HOSE

Yardmen will not be required to couple or uncouple air or steam hose on cars or chain up cars in yard or on repair tracks where carmen are employed.

ARTICLE 13
INVESTIGATIONS—DISCIPLINE

(a) When an investigation is to be held, each employee whose presence is desired will be notified as to the time, place and subject matter.

(b) An employee, if he so desires, may have an accredited representative of the Brotherhood assist him. The employee will

sign his statement and be given a carbon copy of it.

(c) If the employee is involved with responsibility in a disciplinary offense, he shall be accorded the right on request for himself or an accredited representative of the Brotherhood, or both, to be present during the examination of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.

(d) An employee will not be disciplined or dismissed until after investigation has been held and until the employee's responsibility is established by assessing the evidence produced and no employee will be required to assume this responsibility in his statement or statements. An investigation shall be held and the employee advised in writing of the decision within 15 days from the time the report is rendered, except as otherwise mutually agreed.

(e) An employee is not to be held off unnecessarily in connection with an investigation. Lay-over time will be used as far as practicable. An employee who is found blameless, or an employee called by the Company as a witness will be reimbursed for time lost in accordance with Article 5, Clause (a), paragraphs (1), (2), and (4).

(f) If the employee should desire to make an appeal from the decision rendered, it

must be instituted at division level within sixty days from his receipt of the decision.

(g) When an employee is dismissed or resigns he shall within five days be paid, and as soon as possible on request be given certificate of service.

ARTICLE 14

REST BEFORE ATTENDING INVESTIGATION

Yardman who is on night duty shall not be required to attend an investigation into a matter duly reported until he has had an opportunity of having at least eight hours rest after going off duty, unless the extreme urgency of the case demands otherwise.

ARTICLE 15

SWITCHING CABOOSES

On arrival of freight trains in terminal receiving yards, and before trains are switched, vans shall be taken off trains and placed in van siding and disturbed as little as possible until again required. Yardmen shall not switch or make up trains with vans attached.

ARTICLE 16

CABOOSES IN TRANSFER SERVICE AND SHELTER

Yardmen in transfer service will be supplied with a caboose or other suitable car properly equipped.

At points where two or more yard engines are employed, suitable shelter will be provided for the accommodation of yardmen.

ARTICLE 17
GUARANTEE

(a) A regularly assigned yardman who does not lay off of his own accord will be paid not less than the number of days in the month, less the bulletined days off of the assignment and statutory holidays; or his proportion thereof when an assignment is created or discontinued. Overtime and allowances for specified holidays provided in Clause (d) of this article will not be applied against the guarantee. This will not apply to spare men. The statutory holidays referred to are: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, provided that when any of the above holidays fall on Sunday, the day substituted by the Federal Government, shall be observed.

(b) An assignment will not be cancelled on a working day of that assignment and worked on the statutory holiday to avoid payment of guarantee for the working day cancelled, except that by mutual agreement between the Representatives of the Company and the Representatives of the yardmen present practice will be continued respecting a shift immediately preceding the statutory holiday being regarded as the statutory holiday.

(c) In event a regular or regular relief job or assignment is abolished, schedule rules and practices will govern.

(d) **Statutory Holidays**

(1) Regularly assigned employees who qualify in accordance with Section 2 hereof shall receive eight (8) hours straight time for each of the following statutory holidays:

New Year's Day	Dominion Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
	Christmas Day

provided that when any of the above holidays fall on Sunday the day substituted by the Federal Government shall be observed. Employees required to work on such holidays shall in addition be paid for time worked in accordance with the provisions of the Wage Agreement.

(2) In order to qualify for pay for any one of the holidays specified in Section 1 hereof, an employee must have rendered sixty-five (65) days cumulative service within a twelve-month period since the last date of employment, must be available for duty on such holiday, if it occurs on one of his regularly assigned work days excluding vacation days and must render compensated service on the work day of his work week immediately preceding and the

work day of his work week immediately following such holiday. A qualified employee whose vacation period coincides with any of the statutory holidays above will receive an extra day's vacation with pay instead.

(3) Spare yardmen and men on joint and common spare boards required to perform yard service on the above specified holidays shall be paid in accordance with the applicable rules of the Wage Agreement and shall receive in addition eight (8) hours pay for the position filled at pro rata rates.

(4) Only one basic day's pay shall be paid to an employee for a statutory holiday irrespective of the number of shifts worked. Such payment shall be at the rate of the highest rated position worked in yard service on that day.

An employee entitled to payment for a statutory holiday on which his assignment does not work, shall be paid at the rate of the position he would have filled had his assignment worked on the holiday.

Shifts commencing between 12 midnight and 11:59 p.m. both inclusive, on the specified holiday shall be considered as work on the specified holiday.

ARTICLE 18
SPARE YARDMEN

(a) Representatives of the Company and the yardmen will cooperate in the establishment of a spare board at each point where yard service is maintained to the end that relief service may be provided.

The service of spare yardmen will as nearly as possible be so regulated by the Local Chairman and officers of the Company, that they will earn a minimum of sixteen days per month at yard rates. This is not to be construed as constituting any guarantee.

(b) Any shift in yard service in excess of ten straight time shifts worked by a spare yardman in a fourteen day period will be paid for at time and one-half. It is recognized that the Company is entitled to have a spare yardman work ten straight time shifts in yard service in a fourteen day period. A spare yardman who has worked ten straight time shifts in yard service in a fourteen day period will remain on the spare board, but will not be used in yard service during the remainder of that period if other spare yardmen are available.

Fourteen day periods for the purpose of this clause will commence on alternate Mondays unless another day is agreed upon for any particular yard.

(c) Yardmen on the spare board will be called first-in first-out except as provided in

clauses (b) and (h) of this article. If run around, through no failure on his part, a spare yardman will be paid for three hours and stand first out.

(d) A yardman reduced will be notified and when reverting to the spare board will do so immediately and take his turn on the board from the time of booking on.

(e) A spare yardman called and afterwards cancelled or set back will be paid three hours at the pro rata rate and will stand first out. If cancelled after time ordered to commence duty, he will be paid eight hours at the pro rata rate and will be liable for further service to the extent of a minimum day.

(f) A spare yardman not available for call in his turn will be placed at foot of spare board.

(g) A spare yardman will be considered available for service unless leave of absence has been granted. In such cases they must notify the General Yardmaster in writing when they are again ready for service.

(h) Nothing in this agreement shall obligate the Company to work a spare yardman at overtime rate when there is a spare yardman who could work at pro rata rate.

(i) Where men now or may in the future hold seniority in both road and yard service and agree to work from common spare board protecting both classes of service necessary rules shall be negotiated between representa-

tives of the Company and representatives of the Union.

ARTICLE 19

DEADHEADING

(a) Yardmen deadheading at the instance of the Company will be paid at their regular hourly rates, overtime pro rata, with minimum of one day's pay, unless they are used in other service within twenty-four (24) hours from time pay for deadheading commences, in which case they will be paid not less than one day's pay for the combined service. Time paid for deadheading will be deducted when computing overtime in combined service.

(b) When, under the five day work week, the Company is compelled to order yardmen to go to a subsidiary or outlying point because (1) no spare board has been established there, and (2) sufficient regular relief assignments cannot be set up to take care of all "days off", resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will cooperate in working out suitable arrangements in individual cases with a view to providing relief at minimum expense to the railways. A yardman exercising seniority to a job or assignment will not be paid deadheading.

ARTICLE 20
ANNUAL VACATIONS

Section 1

(a) An employee who, at the beginning of the calendar year, has less than two years continuous employee relationship, but who has had more than thirty days compensated service and/or available for duty in the preceding calendar year, shall be allowed one working day's vacation with pay for each fifty (50) days worked and/or available for service, or a major portion of such days, during the preceding calendar year, with a maximum of five working days, until qualifying for further vacation under clause (b) of this section.

(b) An employee, who, at the beginning of the calendar year has two or more years continuous employee relationship, and has more than thirty days compensated service and/or available for duty in the preceding calendar year, shall be allowed one day's vacation with pay for each 25 days worked and/or available for service, or a major portion of such days, during the preceding calendar year, with a maximum of ten working days until qualifying for further vacation under Clause (c) of this section.

(c) An employee who, at the beginning of the calendar year, has maintained a continuous employee relationship for at least fifteen years and has completed 3750 days compensated service and/or available for duty,

shall be allowed fifteen working days vacation with pay during such year, and in subsequent years shall be allowed one working day's vacation with pay for each 16⅔ days worked and/or available for service, or a major portion of such days, during the preceding calendar year, with a maximum of fifteen working days, until qualifying for further vacation under Clause (d) of this section.

(d) An employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least twenty-five (25) years and has completed 6250 days compensated service and/or available for duty shall be allowed twenty(20) working days vacation with pay during such year, and in subsequent years shall be allowed one working day's vacation with pay for each 12½ days worked and/or available for service or major portion of such days during the preceding calendar year, with a maximum of twenty (20) working days.

(e) In computing service under clauses (a), (b), (c) and (d) of this section, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

(f) Time off duty on account of bona fide illness, injury, or to attend organization business, not exceeding a total of fifty days in any calendar year, shall be included in the computation of service for vacation purposes.

(g) An employee will be compensated for vacation on the basis of the service to which he was assigned at the time of taking his vacation.

Note:— The words "employee relationship" mean continuous employee relationship, absences for furlough or other reasons when seniority is unimpaired will not be deducted except as otherwise provided in Section 3 (c).

Section 2

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

(b) Applications for vacation from employees filed between December 15th of the previous year and January 31st, shall, insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants.

Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed, employees must take their vacation at the time allotted.

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

by the Company.

Section 3

(a) An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the date of termination of his service, calculated as provided for in Section 1. Vacation allowance for services rendered in the year service is terminated will be calculated on the basis of time worked and/or available for duty in that year.

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

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

(d) In the event of the death of an employee, vacation pay to which he is entitled up to the time of his death will be paid to the estate of the deceased.

Section 4

(a) In filling vacancies created by employees on vacation with pay, as provided in this agreement, the schedule rules will apply unless otherwise mutually agreed upon between the General Chairman and the Assistant General Manager.

(b) Time off on account of vacation under the terms of this agreement will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

QUESTIONS AND ANSWERS

1. Q. Do the words "working days vacation with pay", appearing in section 1 (a), (b), (c) and (d) mean the days on which the assignment is bulletined to work?

   A. Yes.

2. Q. Under section 1 (b), (c) and (d) are two qualifications required, i.e. two, fifteen, and twenty-five years continous employment relationship and the minimum days compensated service and/or available for duty as shown?

   A. Yes.

3. Q. Should suspensions and time out of service account having been dismissed but reinstated within two years, be deducted in computing service for vacation with pay?

   A. An employee suspended or who was dismissed but reinstated within two

years, was not available for service during these periods, and consequently, the time out of service should be deducted in computing service for vacation with pay purposes.

4. Q. What is the intent of the word "assigned" as used in section 1 (g)?

A. The classification in which the last service was performed prior to taking vacation, except where employees are only intermittently employed on Yardmaster's positions. For employees who have worked regularly in both Yardmen's and Yardmasters positions, vacation pay will be pro-rated on the basis of service performed in each position at the established vacation rate for each position.

5. Q. Must an employee take his vacation as a continuous period?

A. Employees entitled to one or two weeks vacation must take such vacation in a continuous period. An employee entitled to three or four weeks vacation may, provided proper application is made between December 15th and January 31st, and there is no additional expense to the Company, take his vacation in two portions, neither of which will be less than one week.

6. Q. Where employees are displaced at the station at which employed necessitating them exercising their seniority at an-

years, was not available for service during these periods, and consequently, the time out of service should be deducted in computing service for vacation with pay purposes.

4. Q. What is the intent of the word "assigned" as used in section 1 (g)?

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6. Q. Where employees are displaced at the station at which employed necessitating them exercising their seniority at an-

other station, may they be permitted to take the vacation to which entitled on the basis of time worked during the preceding year prior to exercising their seniority at another station?

A. Yes.

7. Q. May an employee off duty on account of illness or injury, if he so desires, count as vacation with pay the portion of the time absent equivalent to the vacation period for which he has qualified?

A. Yes, providing the time off duty on account of illness or injury is in excess of twice the vacation period to which the employee is entitled for the calendar year.

ARTICLE 21
LEAVE OF ABSENCE

(a) Yardmen who are members of the General Committee will be granted free transportation in accordance with the standard regulations of the Company and leave of absence when required for Committee work where the necessities of the service will allow. Notice must be given to the proper officer of the Company in sufficient time to arrange relief.

(b) Yardmen at the discretion of the Company will be granted not to exceed three months leave of absence, permission to be obtained in writing. Such leave may be extended by application in writing to the

proper officer of the Company in ample time to receive permission or return to duty at the expiration of leave of absence, or proof furnished as to bona fide sickness preventing such return.

(c) Leave of absence under this article shall not be granted for the purpose of engaging in work outside the Company's service, except in cases involving sickness or other exceptional circumstances when approved by the Assistant General Manager and the General Chairman.

(d) The name of an employee on authorized leave of absence shall be continued on the seniority list.

(e) Yardmen who have been laid off due to reduction of staff will receive fifteen days notice by registered mail when being recalled for service, provided other yardmen are available. Otherwise they will return to actual service when recalled. Yardmen who do not return to actual service within fifteen days of the date of the notice will be considered to have resigned and their records closed accordingly, except that in exceptional circumstances, local arrangements may be made between the Assistant General Manager and the General Chairman to extend the fifteen day period.

ARTICLE 22
PROMOTION TO YARDMASTERS AND ASSISTANT YARDMASTERS

Yardmen and other employees who, subsequent to January 1, 1958, accumulate 90 days service as yardmaster or assistant yardmaster, will be given preference for appointment to bulletined positions as such in accordance with provisions of agreement governing yardmasters and assistant yardmasters.

ARTICLE 23
ELECTRIC LANTERNS

1. All yardmen must provide themselves with an electric white lantern. The electric lanterns, bulbs and batteries must be of a standard prescribed by the Company and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

2. A yardman will be furnished a white electric lantern by the Company upon signing payroll deduction order of the actual cost of the lantern supplied, not including the cost of bulbs and batteries. This deduction will be made from the pay cheque in the current payroll.

3. A yardman, who prior to January 1, 1960, has already provided himself with an electric lantern, may continue to use it until worn out, provided such lantern is of a satis-

factory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern, as required under the provision of Clause 1.

4. When a yardman leaves the service of the Company, either voluntarily, by discharge or by death, the lantern if in satisfactory condition, may be returned to the Company, whereupon the amount of deposit, made when the lantern was issued, shall be refunded to the yardman or his estate.

5. Replacement of lanterns issued by the Company will be made without cost to the yardmen under the following conditions:

(a) When worn out or damaged in the performance of Company service, upon return of the lantern.

(b) When stolen while a yardman is on the premises of the Company, without neglect on the part of the yardman.

(c) When destroyed in the performance of duty.

6. The Company will maintain at convenient locations, a supply of bulbs and batteries to be drawn as required upon presentation of those worn out or broken, without cost to the yardmen.

7. In the event that due to conditions beyond the control of the Company, it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Company shall thereby be relieved of compliance with the

provisions of this agreement to the extent that such inability makes it impossible to comply herewith.

ARTICLE 24
SWITCHTENDERS

(a) Switchtenders regularly assigned shall have a fixed starting time which will not be changed without at least 48 hours advance notice.

When an assignment is to be cancelled for a statutory holiday or for a reduction in the number of assignments, regularly assigned switchtenders will receive at least 16 hours notice.

(b) The following yard rules apply to switchtenders:

Article 1; Article 2; Article 3, clauses (c), (d), (e), (g), (h), (k), (l), (m),(p), (q), (r), (s), (t); Article 5; Article 6; Article 7, clause (a); Article 13; Article 14; Article 17; Article 18; Article 20; Article 21; Article 22 and Article 23.

(c) Except where required to work longer under regular arrangement for changing off from one shift to another, switchtenders who have been on duty for 12 hours or more will have the right to book rest, the men to be the judges of their own condition.

(d) Switchtenders will be held responsible for the performance of their regular duties during their lunch period.

(e) Preference to the position of switchtenders will be according to seniority on the Superintendent's Division on which employed, dating from the time service was taken as such and retaining positions held as of November 12th, 1919.

(f) Permanent vacancies or new jobs created will be bulletined for ten days and given to the senior qualified applicant.

(g) In filling positions other than as provided in Clause (f), preference will be given to men incapacitated in the employ of the Company (either in yard, train, engine, maintenance of way or telegraph service) but who are capable of performing the duties of switchtenders. In such cases, if more than one applicant, preference will be given according to seniority in the Company's service. Yardmen permanently transferred to Switchtender service will lose their seniority standing in yard service.

(h) In the event of the position of switchtender being abolished at any point, the man or men affected will have the right to exercise their seniority rights to the junior similar position or positions on their promotion territory.

ARTICLE 25

Health and Welfare

The provisions of Article 44 of rules applicable to trainmen also apply to yard-

men and switchtenders.

Local Rules

Rules necessary to meet local conditions and not inconsistent with the provisions of this Agreement may be negotiated and made effective, subject in each case to the approval of the Assistant General Manager and the General Chairman.

Final Settlement of Disputes Without Work Stoppage

All differences between the parties to this agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to Canadian Railway Board of Adjustment No. 1 for final settlement without stoppage of work.

Duration of Agreement

Rates provided in this agreement are effective June 1st, 1963. Rules unless otherwise specified, are effective July 1st, 1963. This agreement supersedes all previous agreements, rulings, interpretations or understandings. It will remain in effect until December 31, 1963, and thereafter until re-

vised or superseded, subject to sixty (60) days notice by either party, after November 1st, 1963.

Signed at Montreal, Quebec,
April 8th, 1963.

FOR THE EMPLOYEES
(Sgd.) S. McDonald
General Chairman
Brotherhood of Railroad
Trainmen

FOR THE COMPANY
(Sgd.) D. M. Dunlop
Assistant General Manager
Prairie Region

(Sgd.) A. M. Fraser
Assistant General Manager
Pacific Region

(Sgd.) A. M. Hand
Chairman, Company's
Negotiating Committee

UNION DUES AGREEMENT

MEMORANDUM OF AGREEMENT between the Canadian Pacific Railway Company and the Brotherhood of Railroad Trainmen to provide for payment of union dues as a condition of continued preference of employment with the railway company.

1. (a) Beginning with the month of July 1963 and each month thereafter every employee who is covered by the collective agreement between the Canadian Pacific Railway Company Prairie and Pacific Regions and the Brotherhood of Railroad Trainmen, as of 12:01 a.m., on the first calendar day of the month shall, subject to the conditions and exceptions set forth herein, tender to the Brotherhood of Railroad Trainmen on or before the last day of that month the amount of the Brotherhood of Railroad Trainmen Union dues. This amount shall not include special assessments, initiation fees, fines, penalties or insurance. The amount to be tendered shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution for general Union purposes; it shall not extend to a special assessment or to an increment in an assessment which relates to special Union benefits such as, for instance, Union insurance in which the non-member

employee as such would not participate or the benefit of which he would not enjoy.

(b) If such payment is not tendered by the 20th day of that month, the employee becomes delinquent and the Union may, during the ten-day period immediately following, place with the Superintendent of the Company Notice of Delinquency in the prescribed form, with copy to the employee delinquent, who shall lose his preference of employment as of Midnight of the 10th. Such notice may only be served with respect to one month of delinquency and must be served by the Union within the ten-day period immediately following the 20th day of that month.

2. **NOTICE OF DELINQUENCY**

Brotherhood of Railroad Trainmen

Lodge No.

(Place)

(Date)

To:
The Superintendent

(Division)

.....

(Headquarters)

This is official notice that .....
(Name)

.....
(Employee No.)

who was assigned as .....

at .....
(Station)

at 12:01 a.m. on the first calendar day of the month of ....., 19..... is in arrears in the amount of $..... for B. of R. T. Union dues for that month and under the terms of the Union Dues Agreement will lose his preference of employment as of Midnight on the 10th day of this month of ....., 19.....

A copy of this notice has been forwarded to him.

(Sgd.) .....
Local Chairman

(Sgd.) .....
Treasurer

BROTHERHOOD OF RAILROAD TRAINMEN

— NOTICE —

.....
(Date)

This is to advise you that your union dues amounting to $..... will be payable to ..... at ..... on or before the 20th day of each month.

Treasurer Lodge No. .....

3. Such notice shall not be valid with respect to a month in which the compensation earned in a position covered by the collective agreement between the Canadian Pacific Railway Company Prairie & Pacific Regions and the Brotherhood of Railroad Trainmen is less than the amount of monthly Union dues after deductions have been made as required by law, and of monies due the Company, and pension and medical fees.
4. This agreement does not supersede or in any way affect the constitutional requirements of the Brotherhood of Railroad Trainmen with respect to the payment of dues by its members.
5. An employee so notified who disputes the fact that he has failed to comply

with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the railway in writing to accord him a hearing. Such request shall be honored by the railway and date set for hearing as soon as possible, but within ten (10) calendar days of the date of receipt of request therefor. Advice of such hearing shall be given to the Brotherhood.

6. The receipt by the railway of a request for a hearing shall operate to stay action on the Brotherhood's Notice of Delinquency in the payment of Union dues until the hearing is held and the final decision on the property is rendered.

7. Either (a) withdrawal by the Union of Notice of Delinquency or (b) proof to the Superintendent of the Company by the employee that he has tendered to the Union payment of arrears for the month of Delinquency, shall restore preference of employment.

8. An employee for whom replacement is not available or cannot be made available may be continued in service until he can be relieved.

9. Membership in The Brotherhood of Railroad Trainmen shall be available to any employee eligible under the provisions of the constitution of the

Brotherhood of Railroad Trainmen. Membership shall not be denied for reasons of race, national origin, color or religion.

10. The operation of this agreement shall not result in additional expense to the Company and there shall be no payment for deadheading incurred in connection therewith.

11. No part of this agreement shall be used against the Company, in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee.

12. In the event of any action at law against the parties hereto or either of them resulting from the application of this agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except, that if at the request of the Organization counsel fees are incurred these shall be borne by the Organization. Save as aforesaid the Organization shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result arising out of the terms of this agreement.

13. This agreement is effective July 1, 1963 and will remain in effect until revised, superseded, or terminated, subject to six months notice by either of the parties to the agreement on the other party, at any time after January 1, 1964.

Signed at Montreal, Quebec,
April 8th, 1963.

FOR THE EMPLOYEES

(Sgd.) S. McDonald
General Chairman
Brotherhood of Railroad
Trainmen

FOR THE COMPANY

(Sgd.) D. M. Dunlop
Assistant General Manager
Prairie Region

(Sgd.) A. M. Fraser
Assistant General Manager
Pacific Region

(Sgd.) A. M. Hand
Chairman, Company's
Negotiating Committee