1946-47

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A G R E E M E N T

BETWEEN

THE MONTREAL TRAMWAYS COMPANY :

AND

THE CANADIAN BROTHERHOOD OF RAILWAY EMPLOYEES :

AND OTHER TRANSPORT WORKERS :

Microfilmed

19
No. 1559

TRANSPROTATION DEPARTMENT;

ARTICLE 2.

HOURS OF SERVICE RUNS AND ASSIGNMENTS

(a) Choice of Runs.

Employees classified as motormen, conductors, operators and autobus chauffeurs will be given their choice of runs in accordance with their seniority status in their respective seniority groups approximately every two months, except that employees booking on assignments shall be confined to booking their full seven-day assignment to either night work or day work, but not a combination of both.

Employees who have qualified in the capacity of groundmen shall select their work as such at the time of booking, in accordance with their seniority in their Division.

The runs shall be bulletined for a period of at least 96 hours before the date fixed for the selection of assignments. The bulletins shall show total number of hours per day and per week as well as the starting and quitting time of each run. Any variation from the normal schedule that can be anticipated and any changes made during the 96 hours will be prominently indicated.

When a holiday occurs during a period that is being booked by the employees, the Company will show on the lists whether the runs listed will be operated on such holiday. The employees booking a run that is not operating on a holiday will not be required to perform any other work, except when it is shown on the list that the number of employees on the spare list is not sufficient to perform the work expected to be performed on such holiday. When it is shown on the list that the number of spare employees is not sufficient, the number of booked employees whose regular assignment is not operating on such holiday, and their services are required, will be shown on the list. A number of regularly booked employees will be required to book themselves according to seniority for work on such holiday to perform the anticipated service shown on the list. Regularly booked employees who have elected to perform anticipated supplementary work on such holiday will be entitled to payment for work performed, except when work is cancelled due to rain or snow in shich event he will be paid a minimum of two (2) hours if he reports in person to the Depot Clerk.

No change shall be permitted to the list when the employees have started booking, except as provided for under Article 2 (e) and 2 (j).

The frames or bulletin boards containing lists of runs will be so placed as to enable those employees selecting runs to read them. The bulletins and any amendments thereto shall remain on the bulletin boards for the two-month period.

Employees will not be allowed to leave their cars or buses in order to make bookings during their hours of duty.

Employees booking at the list shall be granted leave of absence for such purpose in preference to others requesting leave for other purposes.

Prior to the time set for the employees to make their choice of runs, etc., the Depot Clerk in each Division will establish the number of motormen, conductors and operators, or chauffeurs, who will be allowed to book on the Spare Lists. When the established minimum Spare Lists have been filled by seniority selection, all remaining employees must accept either Primary or Secondary Assignments.

AGREEMENT

ENTERED INTO THIS DAY OF OCT 1, 1947.

Between

THE MONTREAL TRAMWAYS COMPANY

(hereinafter referred to as the "Company").

And

THE CANADIAN BROTHERHOOD OF RAILWAY EMPLOYEES AND OTHER TRANSPORT WORKERS

(hereinafter referred to as the "Brotherhood"). representing the employees of the Company.

WITNESSETH

That in the operation of the railway's and other properties of the Company, both parties herewith mutually agree as follows:

ARTICLE 1.

PREAMBLE AND RECOGNITION:

(a) It is the intent and purpose of the two contracting Parties hereinbefore named that this agreement will promote and improve industrial, economic and social relationships between the Company and its employees and to set forth the basic agreement covering hours of work, rates of wages and conditions of employment to be observed by the parties hereto.

(b) The Company recognizes the Canadian Brotherhood of Railway Employees and Other Transport Workers as the sole bargaining agency of the employees of the Company and agrees to negotiate with the employees' General Adjustment Committee selected by the Brotherhood with the object of effecting a peaceful and amicable settlement of any differences that may arise between the company and such employees.

(c) The word "employees" as used in this agreement shall be understood to mean any employee filling any position covered by or holding seniority rights under the terms of this agreement.

Article 2 to 18 inclusive, shall apply to employees of the Transportation Department only.

If an employee after being advised when to report to take his place on the List, does not show up in the order of his seniority to choose his run, the Depot Clerk, after consultation with the local Union representative, shall be empowered to give him the best car to which his seniority entitles him; this to avoid unnecessary delays in compiling the Lists.

As for as practicable, the new Lists shall become effective on a Sunday.

(b) Primary Assignments:

The primary objective of the Company will be to provide as many runs as possible as straight runs, with or withoub a break for meals, varying in working time between 7 hours and 45 minutes to 8 hours and 30 minutes, including pulling-out and pulling-in time, and completed within a spread of 13 hours. Such runs, with the addition of a few runs of more than 8 hours and 30 minutes within a spread of 13 hours, shall be known as "Primary Assignments."

Not less than 65% of runs listed will be Primary Assignments and not less than 50% of all assigned runs will be completed in 11 hours or less.

(c) Secondary Assignments:

When all practicable Primary Assignments have been listed, the remaining pieces of work shall be assembled so as to provide as many runs as possible of less than 7 hours and 45 minutes, to be completed within a spread of 13 hours.

Not more than 10% of runs will be Secondary Assignments.

(d) Voluntary Assignments:

(more)

Odd runs shall be made up of not than three pieces of work to be completed within 14 hours. The booking of such runs will not be obligatory, except for daily assignment to employees on the Spare lists. The number will be limited to 25% of all runs listed.

(e) Extra Assignments:

The privilege now accorded to an assigned employee of taking a short extra run for duration of the list of assignments in addition to his regular assignment will be continued , but only when such bookings will not prejudice in any way the interests of the men on the Spare Lists.

When a holiday, the closing down of an industry or other contingency makes it necessary to cut off an extra booked in this manner, no claim can be made for payment, but equivalent work will be offered if it can be done without prejudice to the seniority of spare men.

For the purpose of protecting the interests of the spare employees, extras required for special events (up to ten (10) in number) shall be offered to the spare employees at t he regular calls, Should any of these extras assigned to spare employees be cancelled, the employees affected will be paid two (2) hours, provided that they report in person to the Depot Clerk.

When the ten (10) first such extras have been assigned to spare employees, the balance , provided it does not prejudice the interest of spare employées , shall be distributed to those who have booked same on a voluntary basis. In the event of concellation, no claims can be made for payment.

(f) Day-off Assignments: (Swing List)

In order to overone the objectionable practice of having a large number of spare employees reporting at their respective depots at each daily call so that they may select emergency and/or vacant assignments, the seventh day work which results from the absente of regularly assigned employees on their weekly day off duty shall be listed immediately after completion of the lists. Employees who, at the time the choice of runs was made, elected to be placed on the Spare List, and those employees who, because of low seniority rating were not entitled to take a regularly assigned run, will then be given their choice of seventh day work for each day of the week for the duration of the assignment period. Extra work booked by a regularly assigned employee shall not be considered as a part of his regular assignment and an employee booked to relieve such an employee on his regular seventh day off duty will not be required to perform such extra work. The remaining number of employees will be regarded as Spare or Unassigned employees and their names will be placed on a "Spare List" which shall be established at each depot.

(g) List of Spare Employees :

(1) Open pieces of work will be performed by spare employees on each spare list in the order of their seniority at each call. An employee may decline to accept any piece of work provided there is a junior employee available. The last spare available must accept any piece of work he is directed to take. Spare employees replacing a regularly assigned employee absent from work will not be required to perform any extra work booked by the employee being replaced.

All day spares will report for calls at approximately 5:15 A.M. and 11:45 A.M. Night spares will report at approximately 9:45 A.M. and 4:00 P.M.

Any car that is scheduled to pull out prior to the early A.M. call may be assigned the previous evening .

Should any car become vacant prior to any call during the day, the junior spare man present in the Depot shall be compelled to accept the assignment.

Lists of assignments will be posted 30 minutes prior to the time of each call and the employees will select their assignments for the day in accordance with their seniority at the call. Any vacancy that may occur prior to the selection of runs shall be posted immediately and in a prominent place readily accessible to all employees. Spare employees may elect to remain as "stand-by" spares. The number of such "stand-by" spares will be determined by the depot clerk. Waiting time shall be paid "stand-by" spares only from the time all other spares have completed their selection, until they have been given an assignment or until released by the clerk. No waiting time shall be paid to any other employees.

Spare employees will, in accordance with their seniority, be allowed to choose midday work they wish to

perform in addition to the prepared combination of A.M. and P.M. pieces , or any vacant single A.M. or P.M. piece of work.

So far as practicable, a spare employee shall not be permitted to take on any assignment supplementary to his normal assignment in any day until all other employees on his Spare List have secured at least a reasonable number of working hours in that day.

(2) Two lists will be established in each Depot, that is, a list for day work and a list for night work.

(3) Four lists will be established for spare employees classified as Chauffeurs in the Autobus Department, that is a list for day work and one for night work for the East and North, and a list for day work and one for night work for the West and South, provided , however, that in order to meet requirements of service, spare chauffeurs may be transferred, in inverse order or their positions on these lists, from the day list for East and North, to the day list for West and South , or from the night list for East and North to the night list for West and South, and vice versa.

(4) When a spare employee who is qualified as an operator, has been assigned to a two-man, car, and for some unforeseen reason his services are required on a one-man car, and there is no junior operator available at the time, the Depot Clerk may transfer the said operator to a one-man car and replace him by motorman or a conductor as the need requires. The same principle shall apply in the case of a spare employee who is classified as a Bus chauffeur and who is qualified as a trolley bus chauffeur . An employee assigned on a one-man car, who is compelled to work on a two-man car, shall be paid the rate of a one-man car operator, except in case of disqualification.

(h) VACANT Extra Runs:

The Company undertakes that all unbooked pieces of work that may be allotted, either singly or in combination, will, as far as possible, be booked within a spread of 13 hours. When this is not practicable, longer spreads shall be permissible up to 14 hours. All such pieces of work shall be known as "vacant extras" and shall be performed by the employees on their respective spare list in accordance with the rules governing the operation of such lists.

Any vacancy in a regular assignment because of prolonged sickness, vacation, pension, resignation or death shall be bulletined to the spare employees only, in their respective seniority group, when such vacancy occurs or when it is known that the occupants illness will be of prolonged duration.

(i) Minimum Hours of Weekly Assignments:

All Secondary , Voluntary and Seventh Day work assignments may be listed down to a minimum of 36 hours per week but the booking of runs aggregating less than 42 hours per week shall not be obligatory.

(j) Suppressed Runs:

(1) If the departure time of a car or bus, to which a spare employee has been assigned, is delayed, the said spare employee will be paid from the time such car or bus should have gone out, provided he reported for duty at the appointed time . If such car or bus is concelled, he shall be paid two (2) hours for having reported, unless a comparable assignment is offered to him that has the same hours of assignment with no more than thirty minutes variation in the starting and

finishing time.

(2) Change in schedule of booked runs .

Should a change in the schedule of a line become necessary during the period of a list , due to recouting , changes in working hours of industrial establishment, etc., and the employees affected can be given an assignment in conformity with 2 (j) (1) yielding the same remuneration or more , as was assigned to them at the list, it will not be necessary to make a new List until the next regular booking If, on the contrary, the employee affected by the suppression of the whole or any part of his assignment is given work yielding an amount less than he would have earned on his normal assignment, he will be paid the difference between the actual time worked and the amount he should have earned.

If, however, owing to the change, an employee is seriously affected by such changes, he will be given the opportunity of reverting to the spare list in his classification, at his seniority date, and the vacant run will be offered to a spare man for the remainder of the lists.

(k) REtention of Spare Employees at Depots:

The spare employees in each Division will not be required to remain at the disposal of the Depot Clerk for a period of more than 3 hours, but this period may be modified according to the particular needs of each Depot and at each call.

(l) Assigned Working Hours - Derail Men.

The regularly assigned working hours of employees classified as Derail Men, shall be eight (8) hours per day, six (6) days per week These men shall work regular eight (8) hour shifts as follows: 7:00 A.M. to 3:00 P.M. - 3:00 P.M. to 11:00 P.M. - 11:00 P.M. to 7:00 A.M. However, the assigned hours of Derail Men at Lachine shall be five hours per day, and those at St.Laurent shall vary from six and one half to seven and one half hours per day.

ARTICLE 3

Overtime :

Time worked by an employee in excess of eight (8) hours and thirty (30) minutes on any day shall be considered as overtime and shall be paid for at one and one-half times the employee's basic rate.

ARTICLE 4

and

SUNDAY,SEVENTH DAY HOLIDAY WORK:

(a) Weekly Seventh Day Off Duty:

Each employee shall be assigned a regular seventh day off duty each week (preferably Sunday). Days of service may, on forty-eight hours' notice, be re-assigned when necessary to comply with the intent of this clause.

(b) Pay for Sunday when Ordinary Work Day:

An employee who is required to work on Sunday when Sunday is one of his ordinary work days shall be paid a premium of 5¢ per hour in addition to his basic rate for the time so worked. Time worked by an employee in excess of 8 hours and 30 minutes on such Sundays shall be paid for at one and one-half times the employee's basic rate.

(c) Seventh Day Work.

An employee who has worked continuously during a period of sev en consecutive days, the seventh day of such continuous service being his assigned seventh day off duty, shall be paid for time worked on his seventh day at one and one-quarter times the basic rate. Time worked by an employee over 8 hours and 30 minutes on such seventh day shall be paid for at one and one-half times his basic rate.

It shall not be obligatory for an employee to work on his assigned seventh day off duty.

(d) Holiday Work:

An employee who is required to work on any of the following holidays, i.e., New Year's Day, Good Friday Empire Day, St. Jean Baptiste Day, Dominion Day , Labour Day, Thanksgiving Day and Christmas Day (provided that when any of these holidays fall on a Sunday , the day observed by the Federal Government shall be considered the holiday) shall be paid for such service at one and one-quarter times his basic rate for the time so worked. Time worked by an employee over 8 hours and 30 minutes on such holidays shall be paid for at one and one-half times his basic rate.

ARTICLE 5.

TIME ALLOWANCES:

(a) Completed Runs:

All employees who take a car or bus out of a car house or garage and return it to the car house or garage such operation being known as a "completed run" , will be paid a time allowance of thirty (30) minutes each for each such completed run.

(b) Reporting Time & Pulling Out Only:

Every employee who pulls a car or an autobus out without pulling such car or autobus in on the same run and therefore not benefitting under Clause (a) hereof, shall be paid an allowance of ten (10) minutes as reporting time. An employee who is entitled to the ten minutes ' reporting time allowance under this clause shall not be entitled , in addition to any allowance for "pulling out" under Sections 1 and 3 of Clause (c) of this Article.

(c) Pulling Out and In Allowances.

(1) Every employee whose duty is to pull a car out will be allowed a reasonable time during the six (6) Summer months and five (5) minutes during the six (6) Winter months for each such pulled-out in order to reach the main line at the limit of the property of the Company. Such employee will be allowed schedule time from that point onward.

(2) Every employee whose duty is to pull a car in will be paid schedule time up to the fare box puller and five (5) minutes" additional to reach his place in the yard or in the car house.

(3) Every employee whose duty is to pull an

autobus out of a garage will be allowed two (2) minutes to pull out and will be paid schedule time to reach his assigned route.

(4) Every employee whose duty is to pull an autobus in to a garage will be paid schedule time up to the fare box puller , but no further allowances.

(5) In view of the above allowances, the Company may subtract from the operating crew the exact time that any car or bus reaches the fare-box puller ahead of schedule "time in ".

(d) Time for Delays:

When cars are prevented from completing their run in schedule time for the reasons specified herein, extra time will be paid at the basic rate, but only when the delay is in excess of ten (10) minutes.

Legitimate reasons for such delays are: power failures, fires, street parades, blocking of streets due to an accident definite delay due to snow storms or other causes beyond the control of the Company or of the employees.

(e) Waiting Time:

(1) Waiting time shall be paid only to "stand-by" spares as defined under Article 2, g-1, Each such stand-by spare employee will be paid half the basic rate for conductors, motormen or chauffeurs, as the case may be, for the time waited from the time all other spares have completed their selection until they have been given an assignment or until released by the Depot Clerk.

(2) The stand-by spare employees in each Division will not be required to remain at the disposal of the Depot Clerk for a period of more than three (3) hours, but this period may be modified according to the particular needs of each depot and at each call.

(f) Short Piece of work Minimum.

A minimum of two (2) hours will be paid for any piece of work given out, except for change-offs and shunts.

(g) Change-offs or Shunts:

Each employee who is assigned to perform the work involved in change-offs and/or shunts will be paid for the actual time devoted to such work , plus an allowance of thirty (30) minutes for each change-off or shunt.

(h) Carry-men Cars and Buses - Extra Time Allowance.

One hour of extra time at basic rates shall be paid to each employee for each time he operates a Carry-men car or bus.

ARTICLE 6.

GUARANTEED MINIMA

(a) Guaranteed Minimum - Assigned Employees.

(1) The Company will guarantee to each employee who accepte a Secondary or a Voluntary Assignment, a minimum of 6 hours' pay at basic rates multiplied by the number of working days in a pay period , provided that they have performed

their normal assignment and have not refused comparable work offered in case of suppressed runs or part of runs; for instance, in a pay period of 14 days, comprising 12 working days, the guarantee shall be 72 hours' pay.

(2) If, in a pay period, the employee fails once to report for work , the minimum guarantee will be reduced in proportion which one day bears to the pay period. A second failure to report for work shall further reduce the minimum guarantee in proportion. Failure to report for work more than twice in any pay period will relieve the Company of any liability for a minimum guarantee in respect of such period.

(3) In view of this provision of a minimum guarantee and to provide an equitable division of work, Primary Assignments of less than 7 hours and 45 minutes on Saturdays and Holidays, provided that the total working hours for the week be not less than 42 hours.

x for the 5 normal week days may be combined with assignments

(b) Guaranteed Minimum - Spare Employees.

(1) The Company will guarantee to each spare employee, classified as a motormen, conductor, operator or chauffeur engaged on the work of the Company , a minimum of 6 hours' pay at basic rates multiplied by the number of working days in a pay period , provided that such employee reports regularly at the specified hour for work and carries out the duties assigned to him; for instance in a pay period of 14 days, comprising 12 working days, the guarantee shall be 72 hours' pay.

(2) If, in a pay period, the employee fails once to report for work on his assigned working days, the minimum guarantee will be reduced in the proportion which one day bears to the pay period. A second failure to report for work shall further reduce the minimum guarantee in proportion. Failure to report for work more than twice in any pay period will relieve the Company of any liability for a minima guarantee in respect of such period.

ARTICLE 7.

OPERATION OF SNOW EQUIPMENT:

(a) An employee who is assigned to the operation of snow equipment will be paid for such work at the rate specified in either Article 17, Clauses (c) or (b) until he has completed the number of hours of his normal daily assignment, after which he shall be paid for such time worked at one and one-half times his basic rate. If an employee is called to work for such service after having completed his normal assignment for that day, he shall be paid at one and one-half times, his basic rate. An employee who responds to a call and works on the operation of snow equipment shall be paid for such work an amount not less than two hours and forty minutes at one and one-half times the basic rate.

(b) An employee who is called for service on snow plows, mechanical sweepers, ice-breaker trucks, levelling machines or salt cars, and who, on account of lack of rest or other conditions over which he has no control, is not available to take his regular run according to time-table, shall be given an opportunity to complete at least eight hours' work within the spread from time called, or shall be allowed a minimum of eight (8) hours for work on such equipment.

ARTICLE 8.

RELIEF AND REST:

(a) When a relief employee fails to take over at the appointed time, the employee on duty must make an extra trip or half-trip in order that the depot clerk may make arrangements for supplying a relief, The extension should in no case exceed one hour in duration .

(b) Crews, operators and autobus chauffeurs , who have been on duty eight and a half (8½) hours, and are required to work additional trips for the purpose of keeping lines open, because of snow, sleet, fire and flood conditions, will be paid the premium of ten (10) cents per hour for the period of extended operation.

(c) When an employee, after completing a run, shall have worked more than 12 hours within a working day, he shall be entitled to 11 hours rest, if he so desires. A "working day" means the period of 24 hours following an employee's first report for duty on any calendar day. This period may run into the next calendar day.

ARTICLE 9.

REPORTING LATE FOR DUTY :

If a "carry-men" car is delayed , causing an employee to be late in reporting, he will not be placed on the list of those absent from duty, and if he arrives before the car is taken out, he will have the right to take his place on it, even though same has been assigned to a spare employee. Employees, under these conditions, will telephone, if possible to do so, to the clerk of their Division, explaining the cause of the delay, in order that they will not be placed on the absentee list.

ARTICLE 10.

PROTECTIVE CLOTHING. UNIFORMS. GOGGLES. ETC.

(a) Uniforms for conductors, motormen and autobus chauffeurs will consist of one complete suit for Spring delivery and one pair of trousers for Fall delivery, a Spring and Fall overcoat along with two (2) Winter overcoats to be distributed in the period of six (6) years. A Summer cap, a mid-season cap and a Winter cap every two (2) years.

In addition, starting in 1948, three (3) shirts and three (3) neckties, every Summer, which will be part of the uniform.

(b) (1) The Company will furnish, free of charge, uniforms and caps to conductors, motormen, operators and autobus chauffeurs, who have been in the service of the Company for a period of two years or more.

(2) The Company will supply one raincoat and every two years one panama hat to regularly assigned motormen and conductors booked on sightseeing cars for the Summer period of July and August. The Company will supply groundmen with a rubber hat cover and a rain proof cape for inclement weather,

those shall remain the property of the Company and shall be returned to the Depot at the end of the Season .

(3) When a tram employee of more than two (2) years' seniority transfers to the Autobus Department he shall only be required to pay his share of the cost of his first uniform based on 1944 prices or in the same relative proportion in the case of a raise of such prices, but in the case he is entitled to a free uniform at the time of his transfer from tram to bus service and has not received same, he will he entitled to have an autobus uniform substituted therefor. The relative shares of the Company and of the employee for said uniforms in 1944, are as follows:

CONDUCTORS and Motormen:	Price	Employees	Company
Caps - Winter	$1.99	$1.00	$0,99
Caps - Spring	1.62	1.00	0.62
Caps - Summer	1.46	1.00	0.46
Uniform - Conductors	26.14	8.00	18.14
Uniform - Motormen	25.40	8.00	17.40
Trousers - Extra pair	8.90	2.60	6.30
Overcoat - Conductors	29.82	7.00	22.82
Overcoat - Motormen	26.79	7.00	19.79
Shirts and neckties	____	One-half	One-half
Bus Chauffeurs:			
Cap - Winter	3.91	1.50	2.41
Caps - Summer	3.91	1.50	2.41
Uniform	30.71	11.50	19.21
Trousers - Extra pair	9.29	5.00	4.29
Overcoat	25.26	8.00	17.26
Shirts and neckties	____	One-half	One-half

(c) The Company's charges for uniforms, as at present, for conductors, motormen, operators and autobus chauffeurs who have been less than two (2) years in the service of the Compa ny, will remain the same.

(d) When an employee's uniform is damaged or destroyed in the discharge of his duties, it shall be repaired or replaced by the Company free of charge.

(e) Motormen, operators and chauffeurs will permitted to use sun glasses or visors of a standard type approved by the Chief Medical Officer.

ARTICLE 11

HEATING CARS AND WIND-BREAKERS

(a) All cars left in yards or in unheated sheds will be heated by the Company for no less than one hour before pulling out. During cold weather , All windows in vestibules will be made air-tight and all walls and floors of vestibules will be suitably closed so as to prevent draughts or cold air.

(b) An efficient type of wind-breaker will be installed between the door and the seat of the conductor, operator, motorman and chauffeur.

(c) The Company will equip all cars where a conductor is required to work in the vestibule , with an additional heater, and will make every reasonable effort to maintain a comfortable working temperature in all cars during the Winter months.

ARTICLE 12.

PROMOTION AND SENIORITY :

(a) Employees shall hold seniority rights established under the terms of this Agreement from the date of their entry into the service in their respective seniority group. Such employees shall, however , be on probation during the first twelve months of their employment, during which period the Company will have the right to dispense with their services if found unsatisfactory irrespective of their seniority rights.

The General Adjustment Committee of the Brotherhood shall be advised of any such employee hired by the Company.

(b) Seniority Grouping - Street Car Employees:

For the purpose of promotion and seniority , Transportation Department employees who are classified as Operators, Conductors, Motormen, shall be grouped in their respective operating Divisions, namely: Hochelaga, Mount Royal, St. Denis, St Henry, and Cote St, Paul , as follows:

1. Conductors who entered the service prior to October, 1937.

2. Motormen who entered the service prior to October, 1937.

3. Operators.

4. Switchmen and Hillmen.

5. Derail Men.

(c) Seniority Grouping - Autobus Employees:

For seniority purposes, Transportation Department employees who are classified as Bus Chauffeurs shall be grouped as follows:

1. All Bus Chauffeurs Class "A", one group.

2. All Bus Chauffeurs Class "b", one group.

(d) Seniority Lists - Posting and Status.

Seniority Lists will be posted in the respective seniority groups in the respective operating Divisions in January of each year and will be open for correction for a period of sixty days from the date of posting. A separate list will be posted for each classification in accordance with the seniority grouping of the employees as set forth in Clauses (b) and (c) hereof. Such lists will show the name of the employee and his date of last entry into the service in a position covered by this agreement in a specific seniority group, from which date his seniority will accumulate, and the seniority of each employee shall be computed on the following basis, namely:

1. An employee who entered the service of the Company prior to October 1937, as a Conductor shall be shown on the Conductor's seniority list with his established date of employment as a conductor, and if he is promoted to position of Operator, he shall be shown on the Operators' list with the same seniority date as shown on the Conductors' list.

2. An employee who entered the service of the Company prior to October 1937, as a Motormen shall be shown on the Motormen's seniority list with his established date of employment as a Motorman, and if he is promoted to position of Operator, he shall be shown on the Operators' list with the same seniority date as shown on the motormen's list.

3. An employee who entered the service of the Company as an Operator shall be shown on the Operators' seniority list with his established date of entry into the service as an operator and shall be entitled to exercise his seniority as an Operator to the position of Operator, Conductor, or Motorman.

4. Operators, motormen and conductors who choose to remain on the spare list will be allocated to day and night groups. Seniority lists in each group will be according to working dates, but day spares may not take precedence over night spares and vice-versa.

(e) Seniority Status - Protests and Corrections.

Copies of the seniority lists will be furnished to the General Adjustment Committee of the Brotherhood on request. Protests in regard to the seniority status of an employee must be submitted in writing within sixty days from the date the seniority lists are posted. When proof of error is presented by the employee or the General Adjustment Committee of the Brotherhood , such error will be corrected.

(f) Seniority Status of Discharged Employees:

An employee who has been discharged and is subsequently returned to the service of the Company in a position covered by this agreement, unless reinstated with his former seniority standing , will only be allowed seniority from the date of his return to the service of the Company . An employee who is not reinstated with his former seniority standing within one year of the date of his discharge may only be so reinstated by agreement between the General Manager of the Company and the Chairman of the General Adjustment Committee of the Brotherhood.

(g) Preference of Employment in Seniority Order.

Employees shall be given perference of employment in accordance with their seniority status in their respective operating Divisions and classifications.

(h) The Company will afford every opportunity to employees who entered the service prior to 1937 in the classification of conductor to train and qualify as a motormen and vice-versa. An employee who so qualifies will only be allowed to exercise his seniority rights in his new classification after the last man on the seniority list of such classification who entered the service prior to 1937 has done so.

ARTICLE 13:

ADVERTISING AND FILLING POSITIONS:

(a) Advertising and Filling Vacant and New Positions,

Vacancies in regularly assigned positions and newly created positions shall be bulletined for a period of five (5) days in their respective seniority groups within ten (10) days of such vacancies occurring or new positions being established, The bulletin shall show location, descriptive classification, rate of pay, and hours of assignment of the position, and shall be posted in places accessible to all employees affected.Copies of all bulletins issued under this clause shall be furnished to the Chairman of the General Adjustment Committee.

Employees desiring such positions will, within the five-day pariod forward to the designated officer their applications and at the close of the bulletin the appointments shall be made by the Supervisory officer based on seniority of applicants in the operating Division, aptitude and qualifications, The name of the appointee shall be bulletined within five (5) days prior to the date the appointment becomes effective.

(b) Temporary Appointment of Employees to Special Work.

In case of an emergency or to temporarily fill a position, it will be left to the discretion of the Superin - tendent of the Transportation Department to choose competent employees for special work, such as cranes, shunters, stores supply car, ice breaker trucks, Youville car shunters, bank car or any other car or bus where special qualifications are necessary, but those employees will work according to their seniority date for all other classes of work.

ARTICLE 14

TRANSFERS WITH SENIORITY

An employee will be permitted to transfer to another seniority group or another operating Division with seniority on the following basis.

1. An employee will only be permitted to transfer-to another seniority group or operating Division when an employee in the seniority group or operating Division to which transfer is desired is willing to exchange.

2. Employees so wishing to exchange will only be permitted to transfer to another seniority group or operating Division with the seniority date of the junior employee making the exchange .

3. In the event that an employee who has transferred under this article fails to qualify in a new classification he will be returned to his former seniority group or operating Division with the same seniority date he enjoyed before transferring . The employee who exchanged with him will be returned to his former seniority group or operating Division in the same manner.

4. An employee will not be considered as permanently exchanged before twelve (12) months have elapsed.

5. Should one of the employees exchanged leave the employ of the Company before the full twelve (12) months have clapsed, the exchange will be considered invalid and the employee of the Company remaining in its service shall be re-transferred to his former seniority group or operating Division with the same seniority date he formerly had in such seniority group.

ARTICLE 15

STAFF REDUCTION AND RECALL TO SERVICE

(a) Reduction in Staff.

When reducing staff senior employees wich sufficient ability to perform the sork will be retained in the service of the Company. An employee whose position is abolished , or who is displaced , shall be entitled to exercise his seniority rights within his seniority group , displacing a junior employee, provided he has sufficient ability to perform the work.

(b) Recall to Service.

An employee who is laid off on account of reduction in staff, shall, when it is practicable, be returned to the service in order of seniority when staff is increased or when vacancies occur in positions in his seniority group.

(c) Laid-off Employees:

A laid-off employee who desires to return to the service of the Company when work is available for him must keep the proper officer of the Company advised of his address in order that he may be readily located; and any laid-off employee who fails to report for duty or to give reasons acceptable to the Company for not doing so, within ten days of the date of the dispatch to him of notice to report, shall forfeit his seniority rights under this agreement , and his name shall be struck off the seniority list.

ARTICLE 16

MINIMUM RATES FOR TRAINEES:

(a) Students Undergoing Training.

Applicants undergoing training as student operators or chauffeurs of street cars or buses, shall receive no pay for the first six-day trial period of their training. If then found acceptable for further training, they shall, upon completion of the course of training and acceptance by the Company as qualified operators or chauffeurs, be paid an amount equivalent to $2.50 per day for the remaining period of their training .

(b) Platform Employees TRaining as Chauffeurs or Conductors.

Platform employees when training as bus chauffeurs or as conductors shall be paid half the basic wage rates of these classifications for the time so engaged.

ARTICLE 17

(a) Premium Rates - In Charge,

A psemium of ten (10) cents per hour over basic wage rates will be paid to:

1. All employees training platform men or autobus chauffeurs.

2. Employees in charge of sweepers, plows and other snow equipment.

3. Crane Operators on Crane Cars.

4. Employees in charge of shunting steam-railway cars on outside lines.

5. The employee in charge of the Stores-Supply car.

6. Hourly-rate employees working as instructors in the Training School.

(b) Premium Rates - Helpers.

A premium of five (5) cents per hour over basic wage rates will be paid to:

1. Helpers on sweepers and other snow equipment.

2. Helpers on Crane Cars.

3. Helpers employed shunting steam-railway cars on outside lines.

4. Helpers on Stores-Supply car.

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ARTICLE 18

Wage Scale

Basic Wage Rates

Transportation Department:

The employees of the Transportation Department shall be recorded on the Company's payrolls in conformity with the following classifications and paid at the following basic wage rates which shall become effective on and after July 1st, 1947.

1. Conductors and Motormen:

   1st year's service ..... 83¢ per hour.
   2nd year's service and after ..... 93¢ per hour.

2. The operators of one-man cars will be paid, when operating such cars only, due regard being had to article 2, clause g. section 4, the following basic rates:

   1st year's service ..... 90¢ per hour.
   2nd year's service and after .....1.00 per hour.

3. Autobus Chauffeurs:

   1st year's service ..... 95¢ per hour.
   2nd year's service and after ..... 1.00 per hour.

4. Hillmen and Switchmen:

   1st year's service ..... 70¢ per hour
   2nd year's service and after ..... 73¢ per hour

Service as an operator of one-man cars will be counted as equivalent to service as an autobus chauffeur for pay purposes in the case of such employees who may be transferred to the operation of autobuses.

5. Berail Men:

   1st year's service ..... 70¢ per hour
   2nd year's service and after ..... 73¢ per hour

6. Shunters at Youville Shops (operators) 1.00 per hour.

7. Motormen (Grinding Cars)

   1st year's service ..... 83¢ per hour.
   2nd year's service and after ..... 93¢ per hour.

8. Crane Operators on Crane Cars ..... 93¢ per hour.

9. Motorman (Tower Car ..... 93¢ per hour.

ROLLING STOCK DEPARTMENT

YOUVILLE SHOPS:

Articles 19 to 22 inclusive shall apply to employees of the Youville Shops only.

ARTICLE 19

HOURS OF SERVICE

(a) Assigned Working Hours:

The regularly assigned working hours of the employees of the Youville Shops of the Rolling Stock Department shall be nine (9) hours per day (exclusive of the noon meal period) on each of the first five x on Saturday morning. Except the weeks in which a holiday specified in Article 21 and 21-A occurs.

(b) Washing-up Time:

Five (5) minutes will be allowed for washing before quitting time at noon and at the end of the day in all shops.

ARTICLE 20

Overtime and Calls

(a) Overtime continuous with Assigned Hours:

Time worked by an employee, continuous with, before or after the regularly assigned hours of duty on any day, as set forth in Article 19 hereof, shall be considered as overtime , and shall be paid for on the minute basis at one end one-half times the employee's basic rate.

(b) Overtime Call not continuous with Assigned Hours:

An employee who responds to an urgent call to work not continuous with, before or after his regularly assigned hours, as specified in Article 19 hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

ARTICLE 21

Sunday and Holiday work:

An employee who is required to work on Sunday or on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St.John Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid for such service at one and one-half times the employee's basic rate with a minimum of two hours and forty minutes, for which two hours and forty minutes' service may be required.

x working days of the week, Monday to Friday inclusive and five (5) hours

ARTICLE 21-A

Special Holidays

On the following days : Epiphany, Ascension, All Saints Day and Immaculate Conception, Youville Shops shall be closed and the employees shall be granted an obligatory holiday without pay.

The Company, however , may except certain of such employees whose services are required to carry on necessary work on such days. These excepted employees shall be paid the regular rates appling to a regular working day.

ARTICLE 22

Protective Clothing, Gloves, Goggles:

(a) Overalls - Cleaning.

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

(b) Gloves:

The Company will supply gloves to employees on operations where these are necessary for protection.

(c) Goggles:

The Company will supply goggles for eye protection of employees whose work requires the use of same.

CAR BARNS:

Articles 23 to 26 inclusive shall apply to employees of the Car Barns only.

ARTICLE 23

Hours of Service:

(a) 1. Assigned Working Hours:

The regularly assigned working hours of the employees of the Car Barns of the Rolling Stock Department, with the exception of those employees of the emergency crews mentioned in section 2 of this clause, shall be nine (9) hours per day (exclusive of the noon meal period) on each of five (5) working days of the week , Monday to Friday inclusive, and five hours on Saturday morning for day-men end five hours on Saturday night for night men.

2. The regularly assigned working hours of the employees required for emergency calls, service failures and such other routine maintenance work as may be required, shall be the same as those in effect during the period July 1st 1945 to June 30th 1946 and as posted in all Car Barns.

(b) Washing-up Time:

Five (5) minutes will be allowed for washing before quitting time at noon and at the end of the day in all Car Barns.

ARTICLE 24

Overtime and Calls

(a) Overtime continuous with Assigned Hours:

Time worked by an employee, continuous with, before or after the regularly assigned hours of duty on any day, as set forth in Article 23 hereof, shall be considered as overtime, and shall be paid for on the minute basis at one and one half times the employee's basic rate.However, for employees whose assigned hours are covered by Clause (a) 2 of Article 23, overtime rates shall apply after 9 hours,,in spite of the fact that on certain Saturdays and Sundays their regularly assigned hours are eleven (11) hours (exclusive of the one hour meal period.)

(b) Overtime Call not Continuous with Assigned Hours:

An employee who responds to an urgent call to work not continuous with, before or after his regularly assigned hours, as specified in Article 23 hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

ARTICLE 25

Sunday and Holiday Work

1. An employee who is required to work on Sundays or on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanskgiving Day, And Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid at one and one-quarter times the employee's basic rate for the time worked within the limits of the regular work-day assignment, with a minimum of three hours and twelve minutes for three hours and twelve minutes' work or less, and if held on duty in excess of three hours and twelve minutes, he will be allowed compensation on the minute basis at one and one-quarter times his basic rate.

Time worked before or after the regular work-day assignment, on such Sundays and holidays, shall be paid for on the minute basis at one and one-half times the employee's basic rate.

In the case of employees covered by Article 23 Clause (a) 2, the change in overtime rates shall apply after nine (9) hours, in spite of the fact their assigned hours on such days may be eleven (11) hours (exclusive of the one hour meal period.)

2. An employee of the Car Barns working in the stores, and paid on a monthly salary, who is required to work on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St, John Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be allowed a compensating monetary remuneration equal to one-quarter (1/4) of his time worked on each such holiday.

ARTICLE 26

Protective Clothing, Gloves, Goggles, Uniforms:

(a) Overalls - Cleaning.

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

(b) Gloves:

The Company will supply gloves to employees whose work requires the use of same.

(c) Goggles:

The Company will supply goggles for eye protection of employees whose work requires the use of same.

(d) 1. Uniforms for regular Car Starters will consist of one complete suit for Spring delivery and one pair of trousers for Fall delivery, a Spring and Fall overcoat along with two (2) Winter overcoats to be distributed in the period of six (6) years. A Summer cap, a mid - season cap and a Winter cap every two (2) years. In addition, starting in 1948, three (3) shirts and three (3) necktie, every summer.

2. The Company will supply one rain coat and rubber boots, rubber hats to all regular employees classified as regular Car Starters. The Company will also maintain a supply of rain coats, rubber boots and rubber hats for the use of Assistant Car Starters and Car Starters Helpers.

CONSTRUCTION DEPARTMENT

TRACK DEPARTMENT:

Articles 27 to 31 inclusive shall apply to employees of the Track Department only.

ARTICLE 27

Hours of Service

(a) Assigned Working Hours:

The regularly assigned working hours of the Track Department (except switch tenders) shall be nine (9) hours per day (exclusive of the noon meal period) on each of five working days of the week, Monday to Friday inclusive and five (5) hours on Saturday morning, except the weeks in which a holiday specified in Article 29 (a) and Article 29 (c) occurs. However when the Company requires the services of certain employees on Saturday afternoon for emergency crews or for the execution of certain works the performance of which on Saturday afternoon is in the opinion of the Company; necessary orpreferable in the public interest, the five regular hours of work of such employees on Saturdays shall be in the afternoon instead of in the morning.

Notwithstanding the above, it is understood that, owing to the nature of the work, employment shall be regulated to conform to this standard only so far as work is available and weather conditions and other contingencies will permit.

(b) All employees must report for work daily at the regular starting time. In case of rain preventing them from starting to work, they shall remain at the disposal of the Company for a period not exceeding thirty (30) minutes. At any time up to the end of the thirty minute period, the men will either be put to work or they will be dismissed. If work starts within the thirty minute period the actual waiting time shall be paid. If they are dismissed, they shall be paid thirty (30) minutes. All waiting time shall be paid at basic rate. The Company may, however, ask themen at the time of dismissal to report back for work at some later time of the day, Such a subsequent reporting will entitle the men to another thirty (30) minutes of waiting time if they are again prevented to start working.

When employees who are engaged in track gangs on either day or night shifts are compelled to stop work on account of weather conditions, they shall be paid their basic wage rates for the actual time worked.

(c) Assigned Working Hours - Switch Tenders.

The regularly assigned working hours of employees of the Track Department, performing the work of Swithh Tenders, on either day or night shifts, shall be nine (9) hours per day, six days per week.

(d) Starting Time:

For timekeeping purposes, a day will be considered as beginning at seven (7) a.m.

ARTICLE 28

Overtime and Calls

(a) Overtime - Day Shift Employees:

Time worked by a day shift employee, after the regularly assigned hours of duty on any day (except Sundays and holidays), as set forth in Article 27 (a) and (c), shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to midnight, and at one and one-half times the employee's basic rate for such overtime from midnight to seven (7) a.m.

Overtime and Calls (cont'd)

(b) Overtime - Commenced Midnight to 5.00 a.m.

An employee who commences work after midnight or before five (5) a.m. shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

(c) Overtime - Night Shift Employee:

Time worked by a night shift employee after the regularly assigned hours of duty on any day (except Sundays and holidays), as set forth in Article 27 (a) &(c) shall be considered as overtime , and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to noon, and at one and one-half times the employee's basic rate for such overtime from noon to seven (7) p.m.

(d) Overtime Call not Continuous with Assigned Hours:

Except as provided in Article 28 (c) hereof , an employee who responds to an urgent call to work , not continuous with, before or after his regularly assigned hours, as specified in Article 27 (a) and (c) hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minutes basis at one and one-half times his basic rate.

(e) Overtime Call - Snow Removel or Cindering:

An employee who responds to a call to perform snow removal work or the work of cindering autobus routes outside of his regularly assigned hours, as specified in Article 27 (a) and (c) hereof , shall be paid at one and one-quarter times his basic rate for the work performed before midnight, and one and one-half times his basic rate for the work performed from midnight to seven (7) a.m.

An employee who responds to a call under this clause shall, if he commences work after midnight and before five (5) a.m. be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate.

(f) Overtime - Payable for all time outside Assigned Hours:

An employee who has worked any part of a regular day or night assignment , shall, if called again for work outside regular hours on such day, be paid the overtime rates applicable to such overtime service.

(g) Overtime Applicable to Night Watchmen:

The regularly assigned working hours for night watchmen will be twelve (12) hours per day, six (6) days a week. Time worked by a night watchman in excess of twelve (12) hours on any day, on either day or night shifts, shall be considered as overtime, and shall be paid for on the minute basis at one and one-quarter times the employee's basic rate. To cover the period of fourteen and one-half (14-½) hours from the end of the regular day's work to the commencement of the next day's work, a labourer will perform the duties of night watchman from the end of the regular's day's work to 7.00 p.m., or until relieved by the regular night watchman. This labourer shall be paid overtime rates applicable to his classification for any such time worked , over his regularly assigned hours.

ARTICLE 29

Sunday and Holiday Work:

(a) Work in and outside work-day limits:

An employees who is required to work on Sundays or on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the Holiday), shall be paid at one and one-quarter times the employee's basic rate for the time worked within the limits of the regular work-day assignment with a minimum of three hours and twelve minutes for three hours and twelve minutes' work or less, and if held on duty in excess of three hours and twelve minutes, he will be allowed compensation on the minute basis at one and one-quarter times his basic rate. Time worked before or after the regular work-day assignment , on such Sundays and holidays, shall be paid for on the minute basis at one and one-half times the employee's basic rate. An employee who commences work after the regular work-day assignment, on such Sundays and holidays, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate.

(b) Snow Renoval or Cindering:

An employee of the Track Department who responds to a call to perform snow removal work or work of cindering autobus routes on Sundays and/or the specified holidays shall be paid in accordance with Clause (a) hereof.

(c) Special Holidays:

On the following days: Epiphany, Ascension, All Saints Day and Immaculate Conception, Construction Department shall be closed and the employees shall be granted an obligatory holiday without pay.

The Company , however, may except certain of such employees whose services are required to carry on necessary work on such days. These excepted employees shall be paid the regular rates applying to a regular working day.

ARTICLE 30

Protective Clothing and Shelters

(a) Rubber Coats,Boots, Hats and Gloves:

The Company will supply rubber coats, rubber boots and oil skin hats to employees classified as Switch Tenders, Section Foremen, Switch Inspectors, Watchmen on construction work, and to other employees who are required to work in the rain, for their use while on duty. Gloves will be supplied to employees whose work requires the use of same.

(b) Gloves and Shoes - Asphalt:

The Company will supply gloves and suitable shoes to employees who are assigned to perform the work of handling or laying of hot and cold asphalt.

(c) Shelters - Watchmen:

The Company will provide suitable shelters for use, during inclement weather, of employees who are assigned to perform the duty of Watchman.

(d) The Company will supply a protective leather apron to employees required to use acetylene torch for purpose of burning metal.

ARTICLE 31

Exception from Agreement

Transient Labour - Show Removal:

This agreement is not applicable to transient persons who are engaged temporarily to perform snow removal work. However , permanent employees who accept snow work for the Winter season shall not be laid off to be replaced by transient persons engaged to perform snow removal work.

CONSTRUCTION SHOPS,
BUILDING AND STRUCTURES DIVISION

Article 32 to 35 inclusive shall apply to employees of the Construction Shops, Building and Structures Division, only.

ARTICLE 32

Hours of Service

(a) Assigned Working Hours:

The regulary assigned working hours of the employees of the Construction Shops, and of the Building and Structures Division, shall be nine (9) hours per day (exclusive of the meal period) on each of the first five working days of the week, Monday to Friday inclusive, and five (5) hours on Saturday morning, except the weeks in which a holiday specified in Article 34 (a) and (b) occurs. However, owing to the nature of the work, employment shall be regulated to conform to this standard only so far as work is available and when weather and other contingencies will permit.

(b) Starting Time:

For timekeeping purposes, a day will be considered as beginning at seven (7) a.m.

ARTICLE 33

Overtime and Calls

(a) Overtime-Day Shift Employee:

Time worked by a day shift employee, after the regulary assigned hours of duty on any day (except Sundays and holidays), as set forth in Article 32, shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to midnight, and at one and one-half times the employee's basic rate for such overtime from midnight to seven (7) a.m.

(b) Overtime- Commenced Midnight to 5.00 a.m.

An employee who commences work after midnight of before five (5) a.m. shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

(c) Overtime- Night Shift Employees:

Time worked by a night shift employee after the regularly assigned hours of duty on any day (except Sundays and holidays), as set forth in Article 32, shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to noon, and at one and one-half times the employee's basic rate for such overtime from noon to seven (7(p.m.

(d) Overtime Call not continuous with Assigned Hours:

An employee who responds to an urgent call to work, not continuous with, before or after his regularly assigned hours, as specified in Article 32 hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

ARTICLE 33 (CONTINUED)

(e) Overtime- Payable for all time outside Assigned Hours:

An employee who has worked any part of a regular day or night assignment shall, if called again for work outside regular hours on such day, be paid the overtime rates applicable to such overtime service.

(f) Overtime Applicable to Night Watchmen:

The regularly assigned working hours for night watchmen will be twelve (12) hours per day, six (6) days a week. Time worked by a night watchman in excess of twelve (12) hours on any day, on either day or night shifts, shall be considered as overtime and shall be paid for on the minute basis at one and one-quarter times the employee's basic rate. To cover the period of fourteen and one half (14½) hours from the end of the regular day's work to the commencement of the next day's work, a labourer will perform the duties of night watchman from the end of the regular day's work to 7.00 p.m. or until relieved by the regular night watchman. This labourer shall be paid overtime rates applicable to his classification for any such time worked, over his regulary assigned hours.

ARTICLE 34

Sunday and Holiday Work

(a) An employee who is required to work on Sundays or on the following holidays, nemely; New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid at one and one-half times the employee's basic rate for the time worked within the limits of the regular work-day assignment with a minimum of two hours and forty minutes for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

(b) Special Holidays:

On the following days: Epiphany, Ascension, All Saints Day and Immaculate Conception, Construction Shops, Building and Structures Division shall be closed and the employees shall be granted an obligatory holiday without pay.

The Company, however, may except certain of such employees whose services are required to carry on necessary work on such days.

These excepted employees shall be paid the regular rates applying to a regular working day.

ARTICLE 35

Protective Clothing, Goggles, Licenses

(a) **Gloves:**

The Company will supply gloves to employees on aperations where these are necessary for protection.

(b) **Goggles:**

The Company will supply goggles for eye protection of employees where these are necessary for protection.

(c) **Overalls- Cleaning:**

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

(d) **Licenses:**

Plumbers and electricians working in the Buildingsaand Structures Division of the Construction Department and who, because of the nature of their duties, are required to possess a provincial license in the exercise of their trade, shall be furnished with same by the Company, free of charge.

STORES DEPARTMENT

Article 35-A shall apply to employees of the Stores Department only.

ARTICLE 35-A

(a) Assigned Working Hours:

The regulary assigned working hours of the employees of the Stores Department, other than temporary employees, shall be nine (9) hours per day (exclusive of the noon meal period) on each of the first five working days of the week, Monday to Friday inclusive, and five (5) hours on Saturday morning, except the weeks in which a holiday specified in Article 35-A-e-1, and 35-A-e-2, occurs.

(b) Overtime- Day Shift Employees:

Time worked by a day shift employee, after the regularly assigned hours of duty on any day (except Sundays and Holidays), as set forth in Article 35-A (a), shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to midnight, and at one and one-half times the employee's basic rate for such overtime from midnight to seven (7) a.m.

(c) Overtime- Night Shift Employees:

Time worked by a night shift employee after the regularly assigned hours of duty on any day (except Sundays and Holidays), as set forth in Article 35-A (a), shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times the employee's basic rate for such overtime up to noon, and at one and one-half times the employee's basic rate for such overtime from noon to seven (7) p.m.

(d) Overtime Call not continuous with Assigned Hours:

An employee who responds to an urgent call to work, not continuous with, before or after his regularly assigned hours, as specified in Article 35-A (a) hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one one-half times his basic rate.

(e) Sunday & Holiday Work:

1. An employee who is required to work on Sundays or on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid at one and one-half times the employee's basic rate for the time worked within the limits of the regular work-day assignment with a minimum of two hours and forty minutes for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes he will be allowed compensation on the minute basis at one one and one-half times his basic rate.

2. On the following days: Epiphany, Ascension, All Saints Day and Immaculate Conception, Stores Department shall be closed and the employees shall be granted an obligatory holiday, without pay.

The Company, however, may except certain of such employees whose services are required to carry on necessary work on such days. These excepted employees shall be paid the regular rates applying to a regular working day.

ARTICLE 35-A (CONTINUED)

(f) Protective Clothing, Gloves:

1.- Overalls- Cleaning:

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However, additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

2. Gloves:

The Company will supply gloves to employees on operations where these are necessary for protection.

BUILDING SERVICES STAFF

(HEAD OFFICE BUILDING, CRAIG ST. TERMINUS STATION, DEPOTS)

Article 33-B shall apply to employees of the Building Services Staff only.

ARTICLE 35-B

Hours of Service

(a) Assigned Working Hours:- The regularly assigned working hours for cleaners and janitors shall be based on a six day working week of a total number of working hours as listed below for each classification. In the case of elevator operators and elevator starter the number of hours is based on a weekly average over four consecutive weeks not exceeding a total of 200 hours or 50 hours in any one week.

Classification	No. of hours per week	Maximum working hours in any day
Women- Head Office Bldg.		
Office Cleaners	30	5
Terminus Station		
Office Cleaners	36	6
Office Cleaner and Toilet Attendant	46	8
Men- Head Office Bldg.		
Cleaners	50	10
Night Janitor	50	10
Elevator Operators	50	10
Elevator Starter	50	10
Terminus Station		
Cleaners	50	10
Night Janitor (Cleaners alternate replacing Night Janitor on assigned day off)	50	10
Depots		
Cleaners	50	10
Senior Cleaner	50	10
Night Cleaner (to. 1.30A.M.)	48	8

Overtime

(b) Compensation for overtime shall be by equivalent time off at a mutually agreed upon time during the week following such overtime. Such time off must be granted in addition to the assigned day off. Extra compensation in time off equivalent to time and one half shall be allowed for overtime exceeding the maximum working hours in any day provided for in each classification or for work performed on the assigned day off.

Sunday and Holiday Work

(c) 1. Seventh day off each duty week: Each employee shall be entitled to a full day rest each week. As far as possible the weekly assigned day off shall be on Sunday at least every second week. Days of service may, on forty-eight hours' notice, in case of emergency, be reassigned when necessary to comply with the intent of this clause.

In the case of the Woman Toilet Attendant at the Craig St. Terminus Station, the period from Saturday noon to Sunday noon (24 hours) shall be considered as her assigned day off.

2. Holiday Work: The Woman Toilet Attendant at Craig St. Terminus Station and all Men Cleaners and Janitors shall be required to work one-half of the regular average daily hours of duty on any of the following holidays, i.e. New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day (provided that when any of these holidays fall on a Sunday, the day observed by the Federal Government shall be considered the holiday).

Protective Clothing, Uniforms, Etc

(d) 1. Uniform oevralls will continue to be furnished and cleaned by the Company for Men Cleaners, Depot Cleaners and Janitors and also for the Woman Toilet Attendant. A suitable cap, one (1) per year will be supplied to the Cleaners and the Night Janitor working in the Terminus.

2. Uniforms will continue to be supplied as at present but only to Elevator Operators and ssigned Relief, Elevator Starter, Senior Depot Cleaner.

The Uniforms supplied for Elevator Operators and assigned Relief and Elevator Starter will consist of one uniform per annum for Spring Delivery and one Alpaca or Summer Jacket every two (2) years.

The uniforms to be furnished for Senior Depot Cleaner will consist of one complete suit for Spring delivery and a Spring and Fall overcoat along with two (2) Winter overcoats to be distributed in the period of six (6) years. A mid-season cap and a Winter Cap every two (2) years.

AUTOBUS MECHANICAL DEPARTMENT

Article 36 to 39 inclusive shall apply to employees of the Autobus Mechanical Department only.

ARTICLE 36

Hours of Service

1. The regularly assigned working hours of the employees of the Autobus Department, with the exception of these employees mentioned in Section 2 of this clause, shall be nine (9) hours per day (exclusive of the noon meal period) on each of five (5) working days of the week, Monday to Friday inclusive, and five (5) hours on Saturday morning.

Section 2. The regularly assigned working hours of the employees required for emergency calls, and such other routine maintenance work as may be required shall be the same as these in effect during the period July 1st 1946 to June 30th, 1947.

ARTICLE 37

Overtime And Calls

(a) Overtime- Continuous with Assigned Hours:

Time worked by an employee, continuous with, before or after the regularly assigned hours of duty on any day, as set forth in Article 36 hereof, shall be considered as overtime, and shall be paid for on the minute basis at one and- one-half times the employee's basic rate.

(b) Overtime Call not continuous with Assigned Hours:

An employee who responds to an urgent call to work not continuous with, before of after his regularly assigned hours, as specified in Article 36 hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

ARTICLE 38

Sunday and Holiday Work

An employee who is required to work on Sundays or on the followin holidays, namely: Ney Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiveing Day And Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid at one and one-quarter times the employee's basic rate for the time worked within the limite the limits of the regular work-day assignment with a minimum of three hours and twelve minutes for three hours and twelve minutes' work or less, and if held on duty in excess of three hours and twelve minutes, he will be allowed compensation on the minute basis at one and one-quarter times his basic rate.

Time worked continuous with, before or after the regular work-day assignement on such Sundays and holidays, shall be paid for on the minute basis at one and one-half times the employee's basic rate.

ARTICLE 39

Protective Clothing, Goggles

(a) **Gloves:**

The Company will supply gloves to employees on operations where these are necessary for protection.

(b) **Goggles:**

The Company will supply goggles for eye protection of employees where are necessary for protection.

(c) **Overalls- Cleaning**

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However, additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same."

POWER DEPARTMENT

Article 40 to 42 inclusive shall apply to employees of the power Department only.

POWER HOUSES AND SUBSTATIONS

ARTICLE 40

Hours of service

The regularly assigned working hours of the hourly rated operating employees who are engaged in Power Houses and Substations, nemely Operators, Relief Men and Dynamo Tenders, shall be eight (8) hours per day and the days of work shall conform to the cyclical shift schedule stipulated in Article 42 (a). These men shall work regular (8) hour shifts as follows: 12.00 a.m. to 8.00 a.m.; 8.00 a.m. to 4.00 p.m; 4.00 p.m. to 12.00 p.m.

The regularly assigned working hours of the hourly rated Maintenance employees shall be from 8.00 a.m. until 12.00 noon and from 12.30 p.m. until 4.30 p.m. except where in the opinion of the Company it is necessary or it is preferable in the interest of the public to change the regularly assigned hours in order to expedite the maintenance of electrical equipment or to avoid delays and interruptions in service.

ARTICLE 41

Overtime and Calls

(a) Overtime- Continuous with Assigned Hours:-

Time worked by an employee, continuous with, before or after the regularly assigned hours of duty on any day, as set forth in Article 40 hereof, shall be considered as overtime, and shall be paid for on the actual minute basis at basic rate for the first thirty minutes and at one and one-half times the employee's basic rate for all overtime thereafter. If a man, however, works for one hour or more over his regularly assigned eight (8) hours, he shall be paid overtime rates for all time worked in excess of eight (8) hours.

(b) Overtime Call not Continuous with Assigned Hours:-

An employee who responds to an urgent call to work, not continuous with, before or after his regularly assigned hours, as specified in Article 40 hereof, shall be allowed a minimum of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one one-half times his basic rate.

ARTICLE 42

Sunday and Holiday Work

(a) Cyclic Basis:

1. The days of service of the employees working on the operating staff classified as Operators, Dynamo Tenders and Relief Men, shall be arranged on a cyclical basis. Each employee will, during each eight-day period, starting at the beginning of his period, work his respective shifts

of seven (7) consecutive days and be off duty every eight day, continuing in this manner until the seventh week at the end of which he will be off duty for two consecutive days, namely Saturday and Sunday.

2. Inspectors and Load Dispatchers shall be relieved on a cyclical basis similar to that for Operators and Floormen except wherein modifications are necessary to adjust the schedule to conform to the working conditions for these two classifications.

(b) Maintenance Employees:-

A Maintanance employee who is required to work on Sundays or on the following holidays, namely New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holiday fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid for such service at one and one-half times the employee's basic rate with a minimum of two hours and forty minutes, for which two hours and forty minutes' service may be required.

(c) Operating Employees:

1. Sunday Work: An "Operating" employee who is required to work on Sunday, when Sunday is one his ordinary work days, shall be paid a premium of five (5) cents per hour in addition to his regular basic rate, for the time so worked.

The provisions of Article 41 hereof will apply to all overtime work performed on all Sundays referred to in this clause, except that the first thirty (30) minutes of overtime shall be paid at basic rate plus five (5) cents per hour.

2. Holiday Work: An Operating employee who is required to work on the following holidays, nemaly: New Year's Day, Good Friday, Empire Day , St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day (provided that when any of those holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday) shall be paid for such service at one and one quarter times the employee's basic rate for the time worked within the limits of the regular work day assignment, with a minimum of three hours and twelve minutes, for three hours abd twelve minutes work of less, and if held on duty in excess of three hours and twelve minutes, he will be allowed compensation on the minute basis at one and one quarter times his basic rate.

The provisions of Article 41 hereof will apply to all overtime work performed on all holidays referred to in this clause except that the first thirty (30) minutes of overtime shall be paid at one and one quarter times the basic rate.

(d) Holiday Work for Monthly Paid Employees:

An employee who is required to worked on the following holidays namely: New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day (provided that when any of those holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be allowed a compensating monetary remuneration equal to one-quarter (¼) of his time worked on each such holiday.

ARTICLE 42-A

Protective Clothing, Gloves, Goggles.

(a) Shirts and Trousers- Cleaning:

In view of the special conditions prevailing in Power Houses and Substations, The Company will supply shirts and trousers to all employees with one (1) or more year's service on the basis that one-half the cost of new shirts and trousers, and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) shirts and trousers per year on the same basis. However additional shirts and trousers may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

(b) Gloves:

The Company will supply gloves to employees on operation where these are necessary for protection.

(c) Goggles:

The Company will supply goggles for eye protection of employees whose work requires the use of same.

OVERHEAD DEPARTMENT.

Articles 43 to 47 inclusive shall apply to employees of the Overhead Department only.

ARTICLE 43

Hours of Service.

Assigned Work ng hours:- The regularly assigned working hours of the employees of the Overhead Department shall be nine (9) hours per day (exclusive of the noon meal period) on each of five working days of the week, Monday to Friday inclusive, and five (5) hours on Saturday morning, However, when the services of certain employees are required on Saturday afternoons for emergency crewsor the execution of certain works, when in the opinion of the Company, it is necessary, or it is preferable in the public interest, to perform such works on Saturday afternoons, the five regular hours of work of such employees on Saturdays shall be in the afternoon instead of in the morning.

Notwithstanding the above, it is understood that, owing to the nature of the work, employment shall be regulated to conform to this standard only so far as work is available and when weather conditions and other contingencies will permit.

ARTICLE 44

Overtime and Calls.

(a) Overtime after assigned hours:

Time worked by an employee, after the regularly assigned hours of duty on any day, (except Sundays and holidays), as set forth in Article 43 hereof, shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-quarter times, the employee's basic rate for such overtime up to midnight, and at one and one-half times the employee's basic rate for such overtime from midnight to seven (7) a.m.

(b) Overtime- Commenced Midnight to 5.00 a.m.

An employee who commences work after midnight or before five (5) a.m. shall be allowed a minimum of two hours and forty minutes at one and one half times his basic rate for two hours and foty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

(c) Overtime Call not Continuous with Assigned Hours:

An employee who responds to an urgent call to work not continuous with, before or after his regularly assigned hours as specified in Article 43 hereof, shall be allowed a minimm of two hours and forty minutes at one and one-half times his basic rate for two hours and forty minutes' work or less, and if held on duty in excess of two hours and forty minutes, he will be allowed compensation on the minute basis at one and one-half times his basic rate.

ARTICLE 45

SUNDAY AND HOLIDAY WORK.

An employee who is required to work on Sundays or on the following holidays namely: New Year's Day, Good Friday, Empire Day, St- John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day,(provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be paid at one

and one- quarter times the employee's basic rate for the time worked within the limits of the regular work-day assignment, with a minimum of three hours and twelve minutes for three hours and twelve minutes' work or less, and if held on duty in excess of three hours and twelve minutes, he will be allowed compensation on the minute basis at one and one-quarter times his basic rate.

Time worked before or after the regular work-day assignment, on such Sundays and holidays, shall be paid for on the minute basis at one and one-half times the employee's basis rate.

ARTICLE 46

Protective Clothing, and Tools.

(a) The Company will supply rubber boots, rubber coats, rubber gloves rubber hats, Summer gloves, Winter mitts, and Pliers to regular employees, whose work required the use of same.

(b) Overalls, Cleaning.

The Company will supply overalls to all employees with one (1) or more year's service on the basis that one-half the cost of new overalls and one-half the cost of cleaning will be paid by the employees. Normal renewals will be limited to two (2) overalls per year on the same basis. However, additional overalls may be obtained on the same basis if the employee offers satisfactory proof of his need for same.

ARTICLE 47

GROUNDMEN.

An employee classified as a Groundman will not be required to climb poles, but may be permitted to do so in order to qualify for a Lineman's position.

CASHIER'S DEPARTMENT.

Articles 48 to 50 inclusive shall apply to employees of the Cashier's Department only.

ARTICLE 48

Hours of Service.

(a) **Assigned Working Hours:**

An average of eight (8) consecutive hours of service shall constitute a day's work.

(b) 1. **Alternative Shifts:**

Alternative shifts shall be worked by the employees who are assigned to the day and evening shifts from approximatively 8.00 a.m. to 12.00 p.m. These employees will alternate every second day, that is, those who start work on the morning shift of the first day will work on the evening shift of the second day.

2. Night Shift, 12.01 to 8.00 a.m.

The employees who are assigned to the night shift (12.01 a.m. to 8.00 a.m.) will work those assigned hours regularly every week.

(c) **Cyclic Basis**

The days of service of the employees shall be arranged on a cyclic basis, Each employee will, during each eight-day period, starting on a Monday, work his respective shifts on seven (7) consecutive days and be off duty every eighth day, contuining in this manner until the seventh week, during which week he will be off duty for two (2) consecutive days, that is Saturday and Sunday.

(d) **Holiday Work.**

An employee who is required to work on the following holidays namely: New- Year's Day, Good Friday, Empire Day, St- John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, (provided that when any of these holidays fall on Sunday, the day observed by the Federal Government shall be considered the holiday), shall be allowed a compensating monetary remuneration equal to one-quarter (1/4) of his time worked on each such holiday.

ARTICLE 49

Positions and Shifts.

(a) **Choice of Positions and Shifts.**

The employees of the Cashier's Department will be given their choice of positions in accordancewith their seniority status and aptitude and qualifications every six (6) months. All positions will be bulletined during the first week of April and the first week of October for a period of five (5) days and the employees will be required to make their choice within that time. The bulletins shall show the classification, wage rate, hours of assignment, and location of each position. The assignment of employees to the positions of their choice respectively shall be effective on May 1st and November 1st.

(b) When a vacancy occurs in the position of Receiving and Shipping Box Clerk in the cashier's department Head Office, the Company before filling this position, will invite applications from the outside employees of the Cashier's Department.

If the qualification of one of these are equally satisfactory as compared to other applicants, he will be given a preference when the appointment is made.

(c) Classifications of Employees in the Cashier's Department:

All outside employees of the Cashier's Department will be listed in order of seniority for choice of positions for which they are eligible, in accordance with Article 49 (a) of the Contract. The following classifications are included.

Ticket Clerks.
Transfer Clerks,
Branch Office Ticket Clerks,
Box Exchange Clerks,
Regular Relief Clerks,
Ticket Distributors.

(d) Emergency Relief Clerks:

A group of four men, known as Emergency Relief Clerks in the Cashier's Department will continue to act as heretofore, to substitute for absentees in all classifications of outside employees of the Cashier's Department listed under (c). They will be paid a flat rate of $231.00 per month. In case of vacancies developing in this group replacements will be drawn from the ranks of the outside employees of the Cashier's Department on a basis of seniority, but subject to the provisions of Article 51 (f) covering promotions to permanent positions. Employees who accept these positions must do any relief work assigned to them, at any hour, and must have a telephone in their home.

(e) Additional Replacements:

Any additional replacements made necessary, from time to time, by the absence of the regular employee shall be supplied as follows:

1. Any outside employee of the Cashier's Department may accept an assignment to replace another employee of equal status. Such additional work will be paid for in accordance with Article 65-a of the Agreement (including the first day) but no overtime rate will be allowed in such cases.

2. In case of inability to obtain a substitute from this source, without delay, temporary replacements shall be supplied from the Cashier's staff at Head Office.

(f) When the employee who is being replaced is off duty because of bona fide illness of a temporary nature, he will receive full salary during such illness

(g) An employee who obtains leave of absence for reasons other than illness will not be paid for time off.

(h) It is understood that the combined position of depot clerk and cashier at our smaller depots isapermanent appointment, covered by Article 51-A of the Agreement. Article 49 (a) does not apply in this case.

(i) Summer Holiday Relief Crews:

In order to provide relief crews during the holiday season for employees of the Cashier's Department, temporary clerks shall be hired for the duration of the holiday season, at a fixed monthly salary. These temporary clerks may be assigned to relieve the Box Exchange Clerks, the Branch Ticket Clerks or the Transfer Clerks, the latter in case of emergency only. These temporary positions will not entitle the occupants to any seniority rights. The higher categories of outside Cashier's Department will be relieved by other permanent employees who will enjoy the privileges granted by Article 65 (a), including the first day.

(j) Protective Clothing:

The Company will supply suitable water-proof jackets to all Box Exchange Clerks, when their work requires the use of same.

ARTICLE 50

Leave of Absence With Pay

The present practice with respect to compensating employees who are off duty on account of bona fide illness shall be continued in effect

Articles 51 to 70 inclusive, shall apply to employees of all departments, except where otherwise specifically stated.

ARTICLE 51

Promotion and Seniority

(Applicable to all employees, except employees of the Transportation Department)

(a) Seniority Groupings:

For the purpose of promotion and seniority, employees shall be grouped and sub-divided as follows:

1. Rolling Stock Department:

(a) All employees of Youville Shops as one group sub-divided as follows: Each trade classification as shown in Appendix A as one sub-group.

Occupational classifications of Helper, Car Scrubber, Shop Cleaner and Labourer as one sub-group.

Occupational classifications of Improvers and Apprentices as one sub-group.

First and second class of a trade classification shall be grouped as separate trade classifications.

(b) All employees of all car barns as one group sub-divided as follows: Each trade classification as one sub-group.

Occupational classifications of brake Inspectors, Electrical Inspector, Fender Inspector, Motor Inspector, Truck Inspector, Pitman and Troubleman shall be considered as one trade classification for the purpose of seniority grouping.

Occupational classications of Stores Clerks and Stores Helpers, Car Starters, Car Starters Helpers, Car Movers, Car Cleaner Inspectors, Car Cleaners and Shop Cleaners as one sub-group.

Occupational classification of Improvers as one sub-group.

2. Construction Department:

(a) All employees of Track Division as one group.

(b) All employees of the Track Service Division as one group sub-divided as follows:

Each trade classification as one sub-group.

Occupational classification of Grinders, Blacksmiths' Helpers and Mechanics' Helpers as one sub-group.

(c) All employees of the Buildings and Structures Division as one group sub-divided as follows:

Each trade classification as one sub-group.

Occupational classifications of Truck Drivers, Mechanics' Helpers of all trades and labourers as one sub-group.

First and second class of a trade classification shall be grouped as separate trade classifications.

3. Autobus Mechanical Department:

All employees of all garages as one group sub-divided as follows:

Each Trade classification as one sub-group.

Occupational classifications of starters and shunters, Bus Movers, Helpers, Stockkeepers, Cleaners and Washers as one sub-group.

Occupational classifications of Improvers and Apprentices as one sub-group.

First and second class of a trade classification shall be grouped as separate trade classifications.

4. Power Department:

All employees of power houses, substations and overhead as follows:

(a) Occupational classifications of Chief Inspectors, Load Dispatchers, Relief Inspectors, Dispatcher, Operators, Utility men, Dynamotenders, sub foremen, electricians 1st and 2nd class, fitters and electricians helpers as one group.

(b) Occupational classifications of shift Engine men, assistant engine men, stationery firemen, helpers, leading hand Labourer (Yardmen), as one group.

(c) Occupational classifications in overhead electrical construction and maintenance work as one group.

5. Cashiers Department:

All outside employees of the occupational classifications of Ticket Clerks, Transfer clerks, Branch office ticket clerks, box exchange clerks, regular relief clerks, ticket distributors, as one group.

6. Stores Department:

All employees of all stores as one grpup.

7. Building Services Staffs:

All employees of all of Building Services Staffs as one group.

(b) Regular Employees:

Employees shall hold seniority rights established under the terms of this Agreement from the date of their entry into the service in their respective group. Such employees shall, however, be on probation during the first twelve (12) months of their employment, during which period the Company will have the right to dispanse with their services if found unsatisfactory irrespective of their seniority rights. The General Adjustment Committee of the Brotherhood shall be advised when each such employee is hired by the Company.

(c) Temporary Employees for Temporary Work:

In securing men for temporary work, the Company will endeavour to engage competent men eligible for regular employment, such eligible employees to hold seniority rights under the terms of this Agreement.

Employees who, because of age or physical condition, are not eligible for regular employment may be employed to do work of a temporary nature only. The employment slips, in such cases, will state that their employment is of a temporary nature only and such employees will not enjoy seniority rights under the terms of this Agreement. Those employees, who have proved themselves to be competent and satisfactory, will be given preference of employment if and when similar work of a temporary nature is again offered. Upon request, such employee must keep the proper officer of the Company advised of his address in order that he may be readily located. Any such employee who fails to report for duty within five (5) days from the date of the dispatch to him of notice to reportshall have his name struck off the list of temporary employees not eligible for regular employment.

The General Adjustment Committee of the Brotherhood shall be advised of any such temporary employee hired by the Company.

(d) Seniority Lists- Posting and Status:

1. Seniority lists will be posted in the respective seniority groups, of all departments in January of each year and will be open for correction for a period of sixty (60) days from date of posting. Such lists will show names of all employees in the sub-seniority group of a respective department, their positions and dates of last entry into the service in each respective sub-seniority group, and also the date of last entry in the service of the company in the respective departmental seniority group covered by this agreement, from which date seniority will accumulate. Copies of seniority lists will be furnished to the General Chairman and Local Chairman of the Brotherhood.

2. An employee promoted from a position in one sub-seniority group to a position in another sub-seniority group shall continue to rank and accumulate seniority in the sub-seniority group from which promoted and his name shall continue to be shown on the seniority list of the sub-seniority group from which promoted.

3. (a) Improvers and Apprentices of the Rolling Stock Department, shall be credited seniority in the trade classification to which they are finally appointed, for time served as Improvers or Apprentices in that trade classification.

(b) Improvers and Apprentices of the Autobus Mechanical Department, shall be credited seniority in the trade classification to which they are appointed, for time served as Improvers or Apprentices in the Autobus Mechanical Department.

(e) Seniority Lists- Protests and Correction:

Protests in regard to the seniority status of an employee must be submitted in writing within sixty (60) days from the date the seniority lists are posted. When proof of error is presented by an employee or his representative such error will be corrected; and when such correction has been approved by mutual agreement between the representatives of the Company and the Brotherhood, the agreed upon seniority date shall be final.

No change will be made in the existing seniority status of an employee unless concurred in by the Brotherhood.

(f) Selection of candidates for promotion:

1. Vacancies in regularly assigned positions and newly created positions in a trade classification sub-seniority group of thirty (30) or more days duration shall be bulletined for a period of five (5) days in the respective trade classification sub-seniority group of lower rank within ten (10) days of such vacancies occuring or new positions being established. The above clause shall not apply to groups 4, Power Department and 5, Cashiers Department. The bulletin shall show location, descriptive classification, rate of pay, and hours of assignment of the position, and shall be posted in a place accessible to all employees affected. Copies of all bulletins issued under this clause shall be furnished to the Chairman of the General Adjustment Committee.

2. Vacancies in regularly assigned positions and newly created positions occuring in group (a) of the construction department, in groups (a), (b) and (c) of the Power Department, in group 6, stores department and group 7, Building Services of thirty (30) or more days duration shall be bulletined for a period of five (5) days in their respective seniority group within ten (10) days of such vacancies occuring or new positions being established. The bulletin shall show location, descriptive classification, rate of pay, hours of assignment of the position, and shall be posted in places accessible to all employees affected. Copies of all bulletins issued under this clause shall be furnished to the Chairman of the General Adjustment Committee.

3. Employees desiring such positions will, within the five day period, forward to the designated officer their applications. In the filling of vacancies or of newly created positions, the objective of the Company will be to select the candidate or applicant who will be best qualified to fill the position. In the selection of the applicant or candidate, seniority, merit, ability (both physical and mental) will be given due and appropriate consideration.

The name of the appointee shall be bulletined within five (5) days in the same manner as the position was bulletined.

4. Chief Inspector
Inspectors
Load Dispatchers
Relief Dispatcher

Operations:	Maintenance:
Operators	Electricians-1st class
Utility Men	Electricians-2nd class
Dynamo Tenders	Electricians' Helpers

The above listed classifications of work shall be considered as a single group and the annual seniority list shall show the name of each employee, his classification and the date of entry into a position in this group. Promotions shall be made only from one classification to the next higher classification, for example, Dynamo Tenders will be promoted Utility Men then Operators and then become eligible for promotion to the position of Relief Dispatcher. Helpers will be promoted to 2nd class Electricians then 1st Class Electricians when they also will become eligible for promotion to the position of Relief Dispatcher and continue in this manner until the position of Chief Inspector is attained. When, in the opinion of the Company it becomes desirable, or it is preferable, employees classified in the above group under the heading of Maintenance may be transferred to an occupation under the heading of Operation or vice-versa.

Vacancies and appointments in the regulary assigned positions will be bulletined in accordance with rule (f(, section 2, of this Article but the appointment will be made by the Supervisory Officer based upon seniority, aptitude, qualifications and upon written and oral examination.

(g) Seniority Status of Discharged Employees:

An employee who has been discharged and is subsequently returned to the service of the Company in a position covered by this Agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service of the Company. An employee who is not reinstated with his former seniority standing within one year of the date of his discharge may only be so reinstated by agreement between the General Manager of the Company and the Chairman of the General Adjustment Committee of the Brotherhood.

(h) Preference of Employment in Seniority Order:

Employees shall at all times be given preference of employment in accordance with their seniority and ability to perform the work available.

(i) An employee promoted to a bulletined position or upgraded in his classification shall be given reasonable time not to exceed six (6) months in which to qualify. An employee failing to qualify within the prescribed six (6) month period shall be returned to his former position without loss of seniority. An employee retained on a position secured by bulletin or upgraded in his classification for a period of six months or more, shall be considered as having qualified.

ARTICLE 51-A

Filling New Combined Positions

In the event of a combined position of Cashier and Depot Clerk being established, it is understood that the position will be open for application to employees of the two or three departments that may be interested in the operation of that depot, e.g. Cashiers- Bus Dept- Tramways Dept. The selection of applicants will be based on seniority, aptitude and qualifications. Salary shall be that in effect at the time of application.

ARTICLE 52

Staff Reduction and Recall to Service

(a) Reduction in Staff:

1. When reducing Staff, Senior Employees with sufficient ability to

will
perform the work be retained in the service of the Company.

2. An employee whose position is abolished or who is unable to perform the duties of a trade or occupational classification to which he has been promoted shall be permitted to exercise his seniority in a trade classification sub-seniority group or a seniority group in which he holds seniority rights and allowed to displace a junior employee, ppovided he has sufficient ability to perform the work.

3. When an employee whose position has been abolished or has been displaced and is unable to hold a position in a superior trade classification, due to lack of seniority, he shall be permitted to exercise his seniority as of the date he last entered the service of the Company in a seniority group, to a position in the lowest sub-seniority group in rank and allowed to displace a junior employee provided he has sufficient ability to perform the work.

4. The name of an employee who has been or will be ppromoted from a position covered by this Agreement to a position with the Company not covered by this Agreement, thereby causing a vacancy, will be continued on the seniority list for the group from which promoted, and shall retain his seniority rights and continue to accumulate seniority while so employed. Such person, when released from such excepted position, may within (30) thirty days of such release, exercise his seniority rights to any position within his seniority group, displacing a junior employee, provided he has sufficient ability to perform the work. Failing to do so his seniority will be forfeited, in which event his name will be removed from the seniority list.

(b) Recall to Service:

An employee who is laid off on account of reduction in staff shall be returned to the service in order of seniority when staff is increased or when vacancies occur in positions in his seniority group that he is qualified to fill.

(c) Laid-off Employees:

A laid-off employee who desires to return to the service of the Company when work is available for him must keep proper officer of the Company advised of his address in order that he may be readily located; and any laid-off employee who fails to report for duty or to give reasons acceptable to the Company for not doing so, within ten days from the date of the dispatch to him of notice to report, shall forfeit his seniority rights under this Agreemnat and his name shall be struck off the seniority list.

ARTICLE 53

Discipline and Grievances

(a) Discipline- Investigation- Appeal

1- An employee having six months or more seniority, will not be disciplined or discharged until the charges against him have been investigated.

2. It is understood that investigation will be held as quickly as possible. An employee may be held out of service for investigation (not exceeding three (3) days) and will be given at least one day's notice of the Investigation and notified of the charges against him, but this shall not be construed to mean that a proper officer of the Company who may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation. An employee may, if he so desires, have the assistance of not more than three representatives of the Brotherhood at the investigation, and on request shall be furnished with a rendered statement fo all charges made against him. The decision will be rendered within five days from the date the investigation is held. An employee will not be held out of service pending rendering of decision, except in the case of a dismissible offence.

3. If the decision is considered unjust, an appeal may be made to the higher officers of the Company in their regular order; such appeal shall set forth the grounds upon which it is made. The hearings on appeal shall be granted and decision rendered as quickly as possible. On request the representative of the Brotherhood shall be shown all evidence in the case, unless the Company is advised that the information is considered privileged under the law.

4. Should the employee be exonerated, he shall be paid at his regular wage rate for time lost, if any, (one day for each twenty-four hours).

5. The time limits as provided in this clause may be extended by mutual agreement between the representative of the Company and of the Brotherhood.

(b) Inscription of Complaints; Limit:

The Company will not consider nor inscribe on the records of an employee any complaint as to misconduct lodged more than fifteen (15) days after the incident occured, unless after investigation it is found that the complaint was justified.

(c) Grievances- Procedure:

Should an employee believe he has been unjustly dealt with, or that any of the provisions of this Agreement have not been complied with (which it is not possible to adjust directly), the procedure for adjustment shall be as follows: first by the Local Grievance Committee of the Brotherhood to the officer immediately in charge; after that, appeal may be made through the Local and General Adjustment Committeesof the Brotherhood to the higher officers of the Company in their regular order.

(d) Arbitration:

Any grievance which is not settled to the satisfaction of either the Brotherhood or the Company by conference or otherwise in accordance with the provisions of this agreement shall, upon the written request of the Company, or upon the written request of the General Adjustment Committee of the Brotherhood provided such request has been approved by the National President of the C.B.R.E. and C.T.W; be submitted to an Arbitration Board, provided the grievance involves: the alleged violation or alleged misinterpretation of any provision of this agreement.

(Grievances that involve,

(a) Any request for a modification of this agreement;

(b) Any matter which is subject to final settlement by a Government agency;

(c) Any matter which by the terms of this agreement is exclusively vested in the Company;

shall not be subject to arbitration).

The Arbitration board shall consist of three members, one of whom shall be selected by the Brotherhood and one of whom shall be selected by the Company, each to be appointed within ten days after the written request for arbitration has been received. The two arbitrators so selected shall meet immediately after appointment to select a Chairman. In the event of the failure of the two members of the Board so selected to agree upon the selection of a Chairman, within ten days after appointment, the matter may be referred by either member to the Minister of Labour for Quebec, who shall choose the Chairman.

A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to all members of the Board within fifteen days of appointment of the Chairman.

The decision of the Board shall be limited to the dispute or question contained in the statement or statements submitted to it by the party or parties. The decision of the Arbitration Board shall not change, add to, vary or disregard any provision of this agreement. Neither shall any decision of the Board be retroactive beyond the date the grievance in question was first presented by either party to the other.

Decisions of the Arbitration Board, which are made under the authority of this arbitration clause, shall be final and binding upon the Company, the Brotherhood, and all persons concerned.

Payment of Expenses of the Members of the Arbitration Board:

The expenses, if any, of the members of the Arbitration Board shall be paid as follows:- the Brotherhood shall pay the fees and expenses of the representative chosen by it; the Company shall pay the fees and expenses of the representative chosen by it; the fees and expenses of the Chairman shall be divided equally between the Company and the Brotherhood.

ARTICLE 54

Attending Court or Investigation

(a) When employees are called away from their regular duties to help in the investigation of accidents or in the investigation of complaints in which they are not directly involved, or to serve as witnesses for the Company in Court cases, they will be paid an amount not less than that which they would have earned at their regular occupation. Exceptions may be made in cases where it is definitely established that there was contributory negligence on the part of the employee.

(b) An employee when called upon by an officer of the Company to appear and give an explanation or version of an accident or incident, in which he was not directly involved, outside of his regular assigned hours of duty, will be paid for time involved at his basic rates of pay with a minimum of two (2) hours.

ARTICLE 55

Free Transportation

The Company agrees to give free transportation to all Company employees going to and from duty, and also to all former employees of the Company receiving pension from the Montreal Tramways Mutual Benefit Association. The normal number of twenty-five (25) tickets per month given to employees on pension may be increased on request to meet the requirements of individual cases. In order to render possible the carrying out of this stipulation, the Company will furnish means of identification.

ARTICLE 56

Service Letters and Certificates

(a) Entering Service:-

Persons entering the service of the Company will, within thirty (30) days from date of employment, have returned to them all service cards and letters of recommendation which had been taken up for inspection by the Company, except those addressed to or issued by the Company.

(b) Leaving Service:-

An employee who is dismissed, or leaves the service of the Company of his own accord, after giving due notice, will, upon request, be given the usual certificate of service and will be paid as soon as possible.

ARTICLE 57

Accident Reports

Employees directly concerned in an accident, while on duty on street-cars or buses, either the motorman, or the conductor, or both in certain instances,

or the operator, or the bus chauffeur, shall be required to make an accident report; and any employee of the Company who witnesses an accident, whether on duty or not, as expected to make an accident occurs, however slight, on or near a streetcar or bus, or on or near the porperty of the Company; and shall be paid an allowance of thirty-five (35) cents when such report has been found complete and satisfactory by the Depot Clerk and if made on the date that the accident occured.

x report with such information as he may be able to secure whenever an accident

The Company, however, may subtract any such allowance paid, from the employee's wages, should it be found at a later date that the said report was not made in conformity with the facts.

The report must be turned in on the day of the accident to the Depot Clerk at any of the Company's division headquarters, or at the Park Avenue office, or to the Chief Clerk at the Training School.

The Company will supply suitable places in the various divisions for employees making out accident reports. All reports will then be transmitted, without delay, to the office of the Superintendent of Transportation. If there is any demage to the vehicle, the employee must report the nature of same to his own Depot Clerk by telephone so that the extent of damage may be evaluated before the car goes into service the next day.

ARTICLE 58

Operation- Cars and Buses

Cars and buses will not be operated in City streets by other than properly qualified employees who will wear a moterman's cap on tramcars or garage department employee's overalls on buses for indentification purposes.

ARTICLE 59

Health and Safety Conditions

(a) Drinking Water:

The Company will maintain a good drinking water supply at all times. Sanitary drinking fountains will be provided.

(b) Cleanliness of Facilities:

Pits and floors, lockers, toilet and washroom facilities will be kept in good repair and in a clean, dry and sanitary condition at all times. The Company will give consideration to the installation of Hot and Cold Water and shower bath facilities where their use will be of substantial benefit to a reasonable number of employees.

(c) Lighting and Heating:

Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point.

(d) Cleaning of Equipment:

Equipment requiring major repair will be cleaned before mechanics are required to work on same.

(e) Sandblast and Paint Blowers:

Employees will not be required to expose themselves to sandblast and paint blowers while in operation. Employees who are assigned to operate these machines will be supplied with suitable masks and goggles.

(f) Welders and Cutters- Protection:

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

(g) Emery Wheels:

Emery wheels and grind stones installed in the shops will be kept true and in good order.

(h) The Company will undertake to organize first aid classes for the purpose of training employees as qualified first aid attendants. The Company will also provide proper accomodation for injured employees in case of accident at all Car Barns, garages and shops, properly equipped for the use of first aid attendants in rendering first aid to injured employees.

ARTICLE 60

Past Practices

Past practices with respect to any condition of employment, not changed by this Agreement, shall continue for the duration of this Agreement, without change, except by mutual consent of the parties hereto.

ARTICLE 60-A

Definition of Holiday Work

Work performed by an employee on an assignment commencing at any time from midnight to midnight, on the following holidays, namely: New Year's Day, Good Friday, Empire Day, St. John Baptist Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, shall be considered as work performed on a holiday.

ARTICLE 60-B

Special Holidays

Special holidays, which the Company, having regard to the exigencies of its business and operations, may grant from time to time, shall be subject to the following limitations and procedure:-

1. Special holidays shall apply only to employees of the Rolling Stock Department working at Youville Shops and to the employees of the Construction Department;

2. No special holiday shall be granted without the concurrence, obtained in the manner herein prescribed, of at least 65% of the total number of employees employed in the department or departments affected and who are covered by this Agreement;

3. Application by or on behalf of the employees of Youville Shops or of the Construction Department for such a special holiday shall be made in due time to permit of the notice to the Company hereinafter provided by written request signed by not less than ten percent (10%) of the employees employed in such department or departments to the General Adjustment Committee of the Brotherhood, which shall forthwith take a referendum among the employees of the department or departments affected to ascertain if they wish or not to work on the day propoded.

4. Concurrence of the employees employed in any such department shall result from a vote in favour of such holiday by 65% or more of the total number of employees employed therein:

5. In the event of such concurrence the said General Adjustment Committee shall commucicate the same by notice in writing which shall be delivered to the Company at least eight (8) days in advance of the day proposed.

6.- Upon receipt of such notice the Company shall, unless it sees serious objection thereto, grant and declare the said special holiday for the day proposed to the department or departments the employees of which have so concurred, provided that the Company may except certain of such employees whose services are required to carry on necessary work on such day;

7. Upon the granting and declaration of such a special holiday by the Company as aforesaid, the same shall be obligatory for all employees of the department or departments affected who have not been so excepted;

8. All sepcial holidays shall be without pay, except for the employees who have been excepted under Paragraph 6 of this clause who shall be paid the regular rates applying to a regular working day.

ARTICLE 61

Mutual Relations

(a) Discussion of Unforeseen Matters:

In order to maintain good relations and in interests of both parties, the representatives of the Company and of the Brotherhood agree to meet as and when it may be considered desirable to discuss and settle all questions which have not been foreseen or which could affect the application of this Agreement.

(b) New Operating Rules or Regulations:

The Compamy agrees to discuss with the General Adjustment Committee of the Brotherhood any new operating rule or regulation that affects the working conditions or the seniority rights of employees, before putting same into effect.

(c) Interpretations:

No new interpretation of any rule in this Agreement which will affect the wages or working conditions of the employees will be made effective except by mutual agreement between the representatives of the Company and of the Brotherhood.

(d) Visits of General Adjustment Committee Officers;

The five officers of the General Adjustment Committee of the Brotherhood shall have permission to visit any division of department of the Company's property and to discuss, by appointment, with officers of the department any questions concerning the welfare of the employees of the Company.

(e) The Company will endeavour to provide suitable accomodation in Building of the Company for the use of Department grievance Committee members of the Brotherhood.

ARTICLE 62

Leave of Absence- Representatives

(a) Local Representatives of Brotherhood:

Upon application in writing made by a member of the General Adjustment Committee in which application shall be stated the reasons for the leave requested and its duration, the officer or officers of the Brotherhood therein named may be granted such leave-of-absence, without pay, as may be necessary for investigation, consideration and adjustment of grievances or for the performance of other essential work assigned to them by the Brotherhood.

(b) Officers and Delegates of Brotherhood:

The Company agrees that if a Member of the Bortherhood who is, or will later be elected an officer or delegate of the said Brotherhood, which will necessitate absence from his regular employment, he shall enjoy at his return the same rates and privileges as if he had not been absent.

ARTICLE 63

Posting of Brotherhood Notices

In Departments where five or more employees covered by this Agreement are employed, authorized representatives of the Brotherhood will be permitted to post routine notices of interest to said employees and this privilege shall pertain exclusively to the Brotherhood.

No other document may be posted in any department without the permission of the head of the department concerned.

ARTICLE 64

Apprentices

The Company undertakes to keep the number of apprentices in any department to less than 5% of the regular employees and no employee shall be classed as an apprentice for more than four (4) years. The Company agrees to consider any rules governing apprentices and improvers suggested by the General Adjustment Committee of the Brotherhood, and any such rules as may be adopted shall become a part of this Agreement as Appendix "B".

ARTICLE 65

Relief Work and Preservation of Rates

(a) Temporary Assignment- Higher Rates:

An employee who is temporarily assigned to a higher rated position shall be paid the higher rate while occupying such position, if he occupies such position for more than one day; an employee who is temporarily assigned to a lower rated position shall not have his rate reduced. Nothing in this Article shall be construed to prevent an employee from accepting lower rated work when there is no work available for him in his higher rated position or when work in the higher category is suspended.

(b) Rates for additional Positions:

The rates of pay for additional positions established shall be in conformity with the rates of pay for positions of similar kind or class.

(c) Established Positions- Rates:

Established positions shall not be discontinued and new ones created, covering relatively the same class of work, for the purpose of reducing the rate of pay.

ARTICLE 66

Vacations

(a) Effective January 1st, 1947, regular employees shall be entitled to vacation with pay in each calendar year, subject to the following regulations:

1. The employee must have been in the service of the Company continuously for at least one (1) year prior to the vacation period.

2. The employee must have worked a minimum of sixteen hundred (1600) hours throughout the three hundred and sixty-five (365) days preceding his vacation period.

3. No employee shall be entitled to two vacation periods during the same calendar year.

(b) In order to meet the exigences of the service, the vacation periods of the employees of the Transportation Department will extend throughout the calendar year, i.e; a certain number of vacation periods will be allotted by the Company to each month of the calendar year. All vacation periods in that Department shall commence on Monday morning.

For the employees of the other departments, vacation periods will be distributed according to the work and as agreed with their Department Heads.

If a legal holiday should occur during a vacation period, it will count as one of the days of vacation.

Vacation periods shall be booked for or distributed in the order of the employee's seniority in the department.

(c) Period of vacation and remuneration:

1. Employees of the Transportation Department:

(a) Tramways platform men, 12 days' vacation on the basis of 8 hours per day at basic rate.

(b) Autobus Chauffeurs, 12 days' vacation on the basis of 8 hours per day at basic rate.

(c) Hillmen and Switchmen, 12 days' vacation on the basis of 8 hours per day at basic rate.

2. Employees of the Rolling Stock, Construction, Autobus Mechanical, Stores, Building Services Staff, Power House and Overhead Departments, 12 days' vacation on the basis of 8 hours per day at basic rate.

ARTICLE 67

Pay Days

Starting on or about January 22nd 1948, the Company shall pay the hourly rated employees of all departments regularly every fourteen days. The Company shall deliver the pay cheques to the various paying centres, not later than 11.00 P.M; regulary every second Thursday. When a statutory holiday occurs on a Friday, the pay cheques shall be delivered on the Wednesday previous, not later than 11.00 P.M.

ARTICLE 68

Collection of Brotherhood Dues and Insurance Premiums

(a) The Company agrees to collect and remit to the Financial Secretary of the Local Division of the Brotherhood indicated by the employee, by deduction from the earnings of the employee in each month, the amount of Brotherhood dues and insurance premiums which by his signature to an agreed Form of authorization any employee has authorized the Company so to collect and remit.

Such deductions will be made from the last pay of the employee in each month and remitted in the following month.

The agreed forms of authorization are as follows:

1. "I, the undersigned employee of the Montreal Tramways Company, of my own free will and accord, hereby authorize and direct the Montreal Tramways Company to deduct, monthly, from any earnings accumulated to my credit, the sum of $1.35 Brotherhood dues plus $.....insurance premiums, and to pay the amount so deducted from my earnings to the Financial Secretary of Division No..... of the Canadian Brotherhood of Railway Employees and Other Transport Workers, whose receipt therefor shall be considered as a discharge to the Montreal Tramways Company for the amounts deducted from my earnings as authorized and directed herein."

"I reserve the right to cancel the deduction authorized for insurance premiums of $....."

"This authority shall continue in full force and effect for the duration of my employment in a position covered by a collective agreement between the Montreal Tramways Company and the Canadian Brotherhood of Railway Employees and Other Transport Workers.

Witness:_____ Signed_____

Dated at Montreal, P,Q. this_____day of_____194 _____".

2. "I, the undersigned enployee of the Montreal Tramways Company, of my own free will and accord, hereby authorize and direct the Montreal Tramways Company to deduct, from any earnings accumulated to my credit, the sum of $5.00, Brotherhood Initiation Fee, and to pay the amount so deducted from any earnings to the Financial Secretary of Division No. of the Brotherhood of Railway Employees and Other Transport Workers, whose receipt therefor shall be considered as a discharge to the Montreal Tramways Company for the amount deducted from my earnings as authorized and directed herein."

Witness:_____ Signed:_____

Dated at Montreal, P.Q. this_____ day of_____194 ."

(b) No organization will be authorized or permitted to collect Union dues on the Company's premises.

(c) New Employees:

Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Canadian Brotherhood of Railway Employees and Other Transport Workers is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and in the disposal of any grievance that may arise with respect thereto. The Company further agrees to supply the said Brotherhood with the name, occupation and address of each employee engaged during the term of this Agreement within fifteen days from the date of engagement.

ARTICLE 69

Wage Scale

(a) Transportation Department:

The wage scales of the Transportation Department are covered by Article 18 of this Agreement.

(b) Department other than Transportation:

The wage scales of departments other than the Transportation Department are set out in Appendix A which forms part of this Agreement, and shall become effective on and after July 1st 1947.

(c) The rate shown opposite each classification shall be the rate applicable to the year of service specified.

(d) The representatives of the Company and of the Brotherhood will confer in the month of November and in the Month of April of each year for the express purpose of considering the up-grading of employees in the respective occupational classifications and advancing employees.The wage rates which are applicable to employees who are advanced to a higher occupational classification shall become effective on the first day of the month immediately following each such conference.

ARTICLE 70

Effective Date and Revision

This Agreement shall remain in effect for a period of one year, July 1st 1947 to June 30th 48 and thereafter until revised or superseded by a new Agreement negotiated between the representatives of the Company and of the Brotherhood. Either party may, on June 1st 1948 or thereafter, give thirty day's notice in writing of its desire to revise the agreement, in which event the authorized representatives of the Company and of the Brotherhood will confer within the subsequent thirty days for the purpose of negotiating any changes proposed by either the Company or the Brotherhood.

The Montreal Tramways Company:-

Signed:-

D.E. Blair,

Vice-President and General Manager.

T.D. Robertson.

Secretary-Treasurer.

The Canadian Brotherhood of Railway Employees and Other Transport Workers by:-

Signed:- J. Eucher Corbeil,

J. P. Collon,

Paul Valiquette,

Wilfrid Presseault,

Leopold Cadieux,

General Adjustment Committee.

APPROVED:- The Canadian Brotherhood of Railway Employees and Other Transport Workers:

Signed:- A.R. Mosher

Wm. J. Smith.

OCT, 1, 1947.

Montreal, September 1947.

Certified a true copy.

T.D. Robertson
Secretary-Treasurer.
Montreal Trwamways Company.

APPENDIX "A"

BASIC WAGE SCALE

(All Departments Except Transportation Department.)

CASHIER'S DEPARTMENT
Clerical Employees.

OCCUPATIONAL CLASSIFICATIONS		DOLLARS PER MONTH
Box Echange Clerks	1st year	$ 114.00
	2nd year	130.00
	3rd year	140.00
Branch Ticket Clerks	1st year	156.00
	2nd year	162.00
Branch Ticket Clerk Special, Delorimier		186.00
Branch Ticket Clerk Special, Park. Ave.		186.00
Transfer Clerks		186.00
Ticket Clerks, St Denis Depot		201.00
Ticket Clerks, Craig Terminus		201.00
Ticket Clerks Hochelaga Depot		201.00
Ticket Clerks, St-Henry Depot		194.00
Ticket Clerks, Mount Royal Depot		194.00
Ticket Clerks, St. Paul Depot		194.00
General Clerks, Charlevoix Garage	1st year	231.00
	2nd year	244.00
General Clerks, Villeray Garage	1st year	231.00
	2nd year	244.00
General Clerks, Bellechasse	1st year	219.00
	2nd year	232.00
General Clerks, Montreal-east Garage		194.00
Ticket Salesmen		194.00
Relief Clerks		194.00
Relief Clerks(for General Clerks and Emergency Relief		231.00

STORES DEPARTMENT.

		DOLLARS PER HOUR
Sub-Foremen		0.92
Truck Drivers		0.86
Helpers	1st year	0.76
	2nd year	0.78
	3rd year	0.81
		DOLLARS PER MONTH
Store (Youville)		191.50

ROLLING STOCK DEPARTMENT

Youville Shops

OCCUPATIONAL CLASSIFICATIONS			DOLLARS PER HOUR
Toolmakers		1st year	$ 1.12
		2nd year	1.15
		3rd year	1.17
Millwrights			1.09
Patternmakers			1.13
Machinists	1st class	1st year	1.04
		2nd year	1.09
	2nd class	1st year	0.94
		2nd year	0.99
Fitters		1st year	0.98
		2nd year	1.00
		3rd year	1.03
Benchmen		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Machine Operators			0.89
Brass Finishers		1st year	1.02
		2nd year	1.04
		3rd year	1.07
Welders(Acetylone & Electric)		1st year	1.02
		2nd year	1.04
		3rd year	1.07
Blacksmiths	1st class	1st year	1.02
		2nd year	1.07
Blacksmiths	2nd class	1st year	0.94
		2nd year	0.99
Armature Winders		1st year	1.02
		2nd year	1.04
		3rd year	1.07
Electricians		1st year	1.04
		2nd year	1.07
		3rd year	1.09
Commutator Builders		1st year	1.02
		2nd year	1.04
		3rd year	1.07
Field Makers		1st year	0.86
		2nd year	0.89
		3rd year	0.91
Wiremen		1st year	0.86
		2nd year	0.89
		3rd year	0.91
Upholsterers		1st year	0.99
		2nd year	1.02
		3rd year	1.04
Tinsmiths		1st year	0.98
		2nd year	1.00
		3rd year	1.03
Wood Machinists		1st year	1.00
		2nd year	1.03
		3rd year	1.05
Carpenters	1st class	1st year	1.00
		2nd year	1.05
Carpenters	2nd class	1st year	0.92
		2nd year	0.98
Letterers			1.05
Painters	1 class	1st year	0.99
		2nd year	1.04
Painters	2nd class	1st year	0.91
		2nd year	0.96
Steam Fitters		1st year	0.99
		2nd year	1.02
		3rd year	1.04
Wood Machinist & Repairman			1.09

ROLLING STOCK DEPARTMENT.

Youville Shops (Continued)

OCCUPATIONAL CLASSIFICATIONS			DOLLARS PER HOUR
Firemen, Stationary	3rd class		0.99
Firemen, Stationary	4th class		0.86
Welders' Improvers		1st year	0.86
		2nd year	0.92
		3rd year	0.99
Painters - Improvers		1st year	0.83
		2nd year	0.86
		3rd year	0.89
All other Improvers		1st year	0.83
		2nd year	0.86
		3rd year	0.89
Blacksmith Helpers		1st year	0.86
		2nd year	0.89
		3rd year	0.91
Carpenters' Improvers		1st year	0.83
		2nd year	0.86
		3rd year	0.89
All other Helpers		1st year	0.76
		2nd year	0.78
		3rd year	0.81
Car Scrubbers		1st year	0.70
		2nd year	0.73
		3rd year	0.77
Shop Cleaners			0.70
Labourers			0.70
Apprentices	1st Six Months		0.52
	2nd Six Months		0.57
	3rd Six Months		0.63
	4th Six Months		0;68
	5th Six Months		0.73
	6th Six Months		0.78
	7th Six Months		0.83
	8th Six Months		0.88

CAR BARNS

Brake Inspectors		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Electrical Inspectors		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Fender Inspectors		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Motor Inspectors		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Truck Inspectors		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Pit Men		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Troublemen		1st year	0.89
		2nd year	0.91
		3rd year	0.94
Carpenters	2nd class	1st year	0.92
		2nd year	0.98
Car Starters		1st year	0.83
		2nd year and after	0.93

ROLLING STOCK DEPARTMENT.

(Car Barns (Continued)

OCCUPATIONAL CLASSIFICATIONS		DOLLARS PER HOUR
Car Starters' Helpers	1st year	$ 0.83
	2nd year	0.88
Car Movers	1st year	0.81
	2nd year	0.83
	3rd year	0.86
Improvers	1st year	0.83
	2nd year	0.86
	3rd year	0.89
Car Cleaner Inspectors	1st year	0.77
	2nd year	0.79
	3rd year	0.82
Car Cleaners		0.70
Shop Cleaners		0.70
Firemen Stationary	3rd class	0.99
	4th class	0.86
Stores Helpers		0.73

	DOLLARS PER MONTH
Stores Clerks, (Hochelaga, Mont Royal, St- Henry)	191.50
Stores Clerks, (St- Denis)	201.50
Stores Clerks, (St Paul)	203.50

CONSTRUCTION DEPARTMENT.

Track Division		DOLLARS PER HOUR
Rail Benders		1.00
Sub-Foremen		1.00
Section Foremen, City		0.96
Section Foremen, Suburban		0.90
Drillers		0.89
Switch Inspectors		0.89
Trackmen Senior		0.89
Trackm en, Pavers		0.86
Trackmen	1st year	0.78
Trackmen	2nd year	0.82
	3rd year	0.86
Trackmen Helpers		0.73
Labourers		0.70
Watchman		0.53
Caretakers (Janitors)	(Dollars per Month)	152.50

Track Service Division

Machinists	1st class	1st year	1.04
		2nd year	1.09
Machinists	2nd class	1st year	0.94
		2nd year	0.99
Mechanics	1st class	1st year	1.02
		2nd year	1.07
Mechanics	2nd class		0.99
Blacksmiths	1st class	1st year	1.02
		2nd year	1.07
Blacksmiths	2nd class	1st year	0.94
		2nd year	0.99
Welders- Leading Hands			1.02
Welders		1st year	0.91
		2nd year	0.94
		3rd year	0.96

CONSTRUCTION DEPARTMENT.

TRACK SERVICE DIVISION (CONTINUED)

OCCUPATIONAL CLASSIFICATIONS			DOLLARS PER HOUR
Grinders		1st year	0.81
		2nd year	0.83
		3rd year	0.86
Blacksmiths Helpers		1st year	0.86
		2nd year	0.89
		3rd year	0.91
Mechanics Helpers		1st year	0.73
		2nd year	0.76

Buildings and Structure Division.

Bricklayors	1st class	1st year	1.02
		2nd year	1.04
Bricklayers	2nd class	1st year	0.94
		2nd year	0.99
Carpenters	1st class	1st year	1.00
		2nd year	1.05
Carpenters	2nd class	1st year	0.92
		2nd year	0.98
Electricians	1st class	1st year	1.04
		2nd year	1.09
Electricians	2nd class	1st year	0.96
		2nd year	1.02
Painters	1st class	1st year	1.02
		2nd year	1.04
Painters	2nd class	1st year	0.94
		2nd year	0.99
Plumbers	1st class	1st year	1.04
		2nd year	1.09
Plumbers	2nd class	1st year	0.96
		2nd year	1,02
Truck Drivers			0.86
Brick Layers's Helpers		1st year	0.76
		2nd year	0.78
		3rd year	0.81
Mechanics' Helpers		1st year	0.73
		2nd year	0.76
Labourers			0.70

AUTOBUS DEPARTMENT.

MECHANICAL STAFF

Leading Hands			1.15
Machinists	1st class	1st year	1.04
		2nd year	1.09
Machinists	2nd class	1st year	0.94
		2nd year	0.99
Engine Repairmen	1st class	1st year	1.03
		2nd year	1.08
Engine Repairmen	2nd class	1st year	0.92
		2nd year	0.98
Unit Overhaulmen	1st class	1st year	1.03
		2nd year	1.08
Unit Overhaulmen	2nd class	1st year	0.92
		2nd year	0.98
Chassis Repairmen	1st class	1st year	1.03
		2nd year	1.08
Chassis Repairmen	2nd class	1st year	0.92
		2nd year	0.98

AUTOBUS DEPARTMENT

Mechanical Staff (Continued)

OCCUPATIONAL CLASSIFICATIONS			DOLLARS PER HOUR
Body Repairmen	1st Class	1st Year	$ 1.03
		2nd Year	1.08
Body Repairmen	2nd Class	1st Year	0.92
		2nd Year	0.98
Electrical Repairmen	1st Class	1st Year	1.03
		2nd Year	1.08
Electrical Repairmen	2nd Class	1st Year	0.92
		2nd Year	0.98
Brake Repairmen	1st Class	1st Year	1.03
		2nd Year	1.08
Brake Repairmen	2nd Class	1st Year	0.92
		2nd Year	0.98
Welders & Solderers	1st Class	1st Year	1.02
		2nd Year	1.07
Welders & Solderers	2nd Class	1st Year	0.91
		2nd Year	0.96
Starters & Shunters		1st Year	0.86
		2nd Year	0.89
		3rd Year	0.91
Tire Repairmen		1st Year	0.81
		2nd Year	0.83
		3rd Year	0.86
Buss movers			0.81
Inprovers		1st Year	0.83
		2nd Year	0.86
		3rd Year	0.89
Helpers		1st Year	0.76
		2nd Year	0.78
		3rd Year	0.81
Stock Keepers		1st Year	0.81
		2nd Year	0.83
		3rd Year	0.86
Cleaners & Washers			0.70
Apprentices	1st Six months		0.52
	2nd Six Months		0.57
	3rd Six Months		0.63
	4th Six Months		0.68
	5th Six Months		0.73
	6th Six Months		0.78
	7th Six Months		0.83
	8th Six Months		0.88

POWER DEPARTMENT.

Operators, Inspectors, Supervisors.-

Chief Inspectors	(Dollars per Month)	290.00
Inspectors	(Dollars Per Month)	277.00
Load Dispatchers & Relief Load Dispatcher	(Dollars per Month)	277.00
Operators	(Dollars per Hour)	1.07
Utility Men	(Dollars per Hour)	1.02
Dynamo Tenders	(Dollars per Hour)	0.92
Meter Inspectors	(Dollars per Months)	207.00

POWER DEPARTMENT

ELECTRICAL MAINTENANCE.

OCCUPATIONAL CLASSIFICATIONS			DOLLARS PER HOUR
Sub-Foremen			$ 1.12
Electricians	1st Class	1st Year	1.04
		2nd Year	1.09
Electricians	2nd Class	1st Year	0.96
		2nd Year	1.02
Fitters		1st Year	0.96
		2nd Year	0.99
		3rd Year	1.02
Electricians Helpers		1st Year	0.83
		2nd Year	0.86
		3rd Year	0.89

MECHANICAL DIVISION.

Shift Engine Men		1.26
Assistant Engine Men		1.02
Firemen Stationary	1st Year	0.83
	2nd Year	0.91
Leading Hand Labourer (Yardmen)		0.81
Helpers	1st Year	0.83
	2nd Year	0.86
	3rd Year	0.89

OVERHEAD LINES.

Sub-Foremen	1st Year	1.02
	2nd Year	1.04
	3rd Year	1.07
Linemen	1st Year	0.94
	2nd Year	0.96
Conduit Inspectors		0.94
Groundmen		0.91
Motor Truck Drivers	1st Year	0.89
	2nd Year	0.91

BUILDING SERVICES STAFFS

CLASSIFICATION	NUMBER OF HOURS PER WEEK	MAXIMUM WORKING HOURS PER DAY	SALARY DOLLARS PER MONTH
WOMEN			
Head Office Building			
Office Cleaners	30	5	$ 72.50
Terminus- Station			
Office Cleaners	36	6	87.00
Office Cleaner &) Toilet Attendant)	46	8	110.00
MEN			
Head Office Building			
Cleaners	50	10	138.50
Night Janitor	50	10	157.50
Elevator Operators	50	10	126.50
Elevator Starter	50	10	165.50
Terminus Station			
Cleaners	50	10	146.50
Night Janitor	50	10	157.50
(Note: Cleaners alternate replacing Night Janitor on assigned day off).			
Depots			
Cleaners	50	10	152.50
Senior Cleaner	50	10	173.50
Night Cleaner (to 1.30 A.M.)	48	8	152.00