

D.C. 219

AGREEMENT BETWEEN
THE CANADIAN PACIFIC RAILWAY COMPANY
AND
THE SLEEPING CAR PORTERS
IN ITS EMPLOY

REPRESENTED BY
THE BROTHERHOOD OF SLEEPING CAR PORTERS



Effective June 1st, 1945

Revised;

Reprinted December 1st, 1959



TABLE OF CONTENTS

Article 1	Scope	Page
Article 2	Rate of Pay	3
AGREEMENT BETWEEN		
THE CANADIAN PACIFIC RAILWAY COMPANY		
AND		
THE SLEEPING CAR PORTERS		
IN ITS EMPLOY		
Article 3	Basic Rate of Pay	7
Article 4	Sleep Periods	7
Article 5	Crediting Days in Road Service	8
Article 6	Crediting Hours in Road Service	9
Article 7	Deadhead Service	10
Article 8	Standby Duty	10
Article 9	Witness Service	11
Article 10	Held for Duty	11
REPRESENTED BY		
THE BROTHERHOOD OF SLEEPING CAR PORTERS		
Article 13	Payment for Hours Credited	13
Article 14	Additional Pay when Used on Layover or Relief Duty	13
Article 15	"In Charge" Service	14
Article 16	Instruction Period	14
Article 17	Meals	14
Article 18	Uniforms	14
Article 19	Sleeping Quarters	14
Article 20	Layovers in Regular Assignments	14
Article 21	Layovers Applicable to Incompleted Regular and to Irregular Service	15
Article 22	Duty	15
Article 23	Pro-rating Relief	15
Article 24	Continued Service	18
Article 25	Permanent Transfer to Another District	18
Article 26	Temporary Transfers	18

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Witness my hand and seal
this 1st day of August, 1914
at Ottawa, Ontario

TABLE OF CONTENTS

	Page
Article 1 Scope.....	5
Article 2 Rates of Pay.....	5
Progressive Rates.....	5
Cumulative Time.....	5
(a) Daily and Hourly Rates of Pay.	
(b) Rates of Pay for "In Charge" Service.	
(c) Operating Two Occupied Cars.	
(d) Rates of Pay for Training Student Porters.	
(e) Cleaning Interior of Cars.	
(f) Pay Periods.	
Article 3 Basic Month.....	7
Article 4 Sleep Periods.....	7
Article 5 Crediting Days in Road Service.....	8
Article 6 Crediting Hours in Road Service.....	9
Article 7 Deadhead Service.....	10
Article 8 Standby Duty.....	10
Article 9 Witness Service.....	11
Article 10 Held for Service.....	11
Article 11 Called and Not Used.....	12
Article 12 Payment for Days Credited.....	12
Article 13 Payment for Hours Credited.....	13
Article 14 Additional Pay when Used on Layover or Relief Days.....	13
Article 15 "In Charge" Service.....	14
Article 16 Instruction Period.....	14
Article 17 Meals.....	14
Article 18 Uniforms.....	14
Article 19 Sleeping Quarters.....	14
Article 20 Layovers in Regular Assignments.....	14
Article 21 Layovers Applicable to Incompleted Regular and to Irregular Service.....	15
Article 22 Days off Duty.....	15
Article 23 Pro-rating Relief.....	15
Article 24 Districts Discontinued.....	18
Article 25 Permanent Transfer to Another District.....	18
Article 26 Temporary Transfers.....	18

	Page
Article 27	Period of Probationary Employment 18
Article 28	Seniority Rights and Rosters; Basic Seniority Date 19
Article 29	Continuity of Seniority 19
Article 30	Employees Promoted to Supervisory Positions 19
Article 31	Employees Serving in Organization Positions 20
Article 32	Operating Schedules 20
Article 33	Bulletining of Runs 20
Article 34	Re-bulletining Changed Runs 21
Article 35	Temporary Discontinuance of an Assignment 21
Article 36	Rights of Displaced Employees 21
Article 37	Seniority, Fitness and Ability 22
Article 38	Operation of Extra Employees out of Home Station 22
Article 39	Regulating Number of Extra Employees . . . 23
Article 40	Reducing and Increasing Forces 23
Article 41	Discipline and Hearings 23
Article 42	Investigations. (Hearings, Witnesses, Testi- mony and Records, Date of Suspension, Appeals, Remanding Grievances, Applica- tion and Decision in Writing, Record Cleared of Charges.) 24
Article 43	Time and Place for Reporting 25
Article 44	Failure to Report 25
Article 45	Absence without Permission 25
Article 46	Leaves of Absence 25
Article 47	Notification of Disallowed Time 25
Article 48	Committeemen 26
Article 49	No Shutdown nor Suspension of Work 26
Article 50	Statutory Holidays 26
Article 51	Vacation Agreement 27
Article 52	Duration of Agreement 30
Addendum No. 1	Deduction of Dues 31
Addendum No. 2	Coach Porters 34
Addendum No. 3	Health and Welfare Plan 35
Addendum No. 4	Joint Committee of Appeal 37
Addendum No. 5	Health and Welfare Plan (revised) 40

(a) Daily & Hourly Rates of Pay

CANADIAN PACIFIC RAILWAY COMPANY

SLEEPING, DINING and PARLOR CAR DEPARTMENT

RATES OF PAY AND RULES GOVERNING THE SERVICE OF SLEEPING CAR PORTERS

Article 1.

SCOPE:

This Agreement shall apply to all employees of the Canadian Pacific Railway Company classified as Sleeping Car Porters on all types of Sleeping Cars, including Tourist, "Grand", "Lake", Compartment, "Cape", "Mount", "Fort", "Bay", Cars, and other types of Sleeping Cars with beds and/or berths.

This Agreement shall also apply to such Coach Porters as may be assigned to de Luxe and/or Skyline Dome Coaches.

Article 2.

(See Article 1 of Master Agreement
dated November 26th, 1958)

RATES OF PAY:

Rates of pay governing the services of Sleeping Car Porters, effective April 1st, 1959, will be as follows:

Sleeping Car Porters 1st to 6th month.....	\$262.85	287.92
Sleeping Car Porters 7th to 12th month.....	265.99	291.19
Sleeping Car Porters 13th to 24th month.....	272.29	297.74
Sleeping Car Porters 25th to 48th month.....	278.59	307.29
Sleeping Car Porters 49th month and over.....	281.74	307.57
Compartment Car Porters.....	288.04	314.12
Porters in Charge Sleeping Car—		
Extra to above rates.....	20.00	
Parlor Car Porters (including In Charge).....	288.04	314.12
Coach Porters (Article 2 Clause (c) not applicable)	288.04	314.12

The progressive rates of pay are to be calculated on cumulative service as shown on payroll.

Cumulative time shall be understood to mean that each working day shown on payroll will be allowed to accumulate, viz., Twelve (12) days in January, eighteen (18) days in February and ten (10) in March will, at the end of March, represent forty (40) days.

(a) Daily & Hourly Rates of Pay:

The daily rate of pay for an employee shall be determined by dividing his monthly rate by the number of days there are in the current month; his hourly rate by dividing his monthly rate by 208.

(b) "In Charge" Service:

An employee equipped for and assigned to "in charge" service consisting of one car shall be paid at the rate of twenty (20) dollars per month in addition to his established rate of pay.

An employee assigned to run in charge of two or more cars shall have his basic rate of pay enhanced by thirty percent (30%) for the time actually in such service.

(c) Operating Two (2) Occupied Cars:

In the event of a Porter operating two (2) occupied cars, he will receive credit of six hours fifty-six minutes (6'56'') in addition to monthly guarantee, for each day occupied in such double service.

If one Porter makes down at night and another Porter puts away car the following morning, each employee shall receive six hours fifty-six minutes (6'56'') credit.

(d) Training Student Porters:

An employee assigned to train Student Porters in road service shall be paid, in addition to established rate of pay, ninety (90) cents per night, but not more than one dollar eighty cents (\$1.80) per round overnight trip.

(e) Cleaning Interior of Cars:

Employee required to perform interior cleaning of car at layover points as specified in operating schedules or otherwise authorized shall receive seventy (70) cents per car additional pay for such service.

(f) Pay Periods:

Employees shall be paid not less frequently than semi-monthly.

Article 3.**BASIC MONTH AND OVERTIME:**

(a) Two hundred and eight (208) hours' service, or less, in assigned service, shall constitute a basic month's work. All time worked in excess of two hundred and eight (208) hours and up to two hundred and forty (240) will be paid for at pro rata rates. Hours in excess of two hundred and forty (240) shall be paid for as overtime at the rate of time and one-half the pro rata. It is agreed that at end of payroll period, total time under seven (7) minutes will be dropped and total time over seven (7) minutes computed as fifteen (15) minutes.

(b) Where regular assignment is less than two hundred and eight (208) hours a month, deduction shall not be made from the respective established monthly wage in consequence thereof.

Article 4.**SLEEP PERIODS:**

(a) Where the requirements of the service will permit, employees shall be released from service for sleep four (4) hours each night on runs of over twelve (12) hours elapsed time, but no deduction shall apply to any release for sleep of less than two (2) consecutive hours. This does not apply to overnight runs.

During each sleep period, employees shall be provided with a suitable place for sleeping, such as an available upper berth in any car.

(b) Extended Special Tours:

A maximum of eight (8) hours sleep shall be allowed out of each twenty-four (24) hour period, and proportionate time for less than twenty-four (24) hours period, provided the employee is released for sleep, which may be granted in one (1) or two (2) night or day periods. Deduction shall be made for the time released up to the maxima established.

Periods of sleep shall be verified by the employee in charge.

Q — What is an "extended special tour"?

A — A special service movement of seventy-two (72) hours or more elapsed time from time required to go on duty at point where cars are placed in service to time employees are released from special service movement.

Article 5.

CREDITING DAYS IN ROAD SERVICE:

(a) In regular assignments, employees working full time shall be credited for each round trip the number of days there are employees in the assignment, as covered by the operating schedule.

Q — How shall the minimum number of employees to be placed in a regular assignment be determined?

A — By dividing the number of hours constituting a round trip by six decimal nine-three (6.93). Decimal fractions of .50 or more shall be regarded as one-half.

(b) When the days credited for the last trip in the month extend into the succeeding month, they shall be pro-rated by allowing one (1) day's credit for each calendar day remaining in the month (including day of departure if reporting time on such day is before noon) in which the trip was started, and crediting the balance of the days to the succeeding month.

EXAMPLE: A Porter in a Montreal-Winnipeg assignment requiring nine (9) men and carrying hourage credit of sixty-five hours thirty-five minutes (65'35") — (32 hours and 30 minutes westbound) and (33 hours 05 minutes eastbound) in making a lap-over trip on the following schedule:

Report Montreal	16.30K	June 26
Released Winnipeg	9.00K	" 28
Report Winnipeg	17.50K	" 29
Released Montreal	10.25K	July 1

should be credited with four (4) days in June and five (5) days in July.

(c) An employee, regular or extra, working part time in regular assignment or on "extra-in-line" cars operated on the same train or section thereof, between the same terminals as the regular line car, shall be credited for a round trip the number of days there are employees in the regular assignment, as covered by operating schedule; a complete one-way trip in such service shall carry a credit of one-half of the round trip assignment.

Q — How shall an employee making less than the complete one-way trip in an assignment be credited?

A — On the hourly basis under the rule for crediting hours in road service.

Article 6.

CREDITING HOURS IN ROAD SERVICE:

(a) In all classes of road service, except deadheading, the time of each trip shall be credited from the time required to go on duty until released from duty, less deductions, if any. In regular assignments, time credited in excess of the normal operating schedule due to late arrival of trains up to two hundred and eight (208) hours within a calendar month, shall constitute a part of the regular assignment.

In regular assignments, where days credited for the last trip in the month extend into the succeeding month, the service hours in the trip shall be pro-rated by allowing six hours fifty-six minutes (6'56") credit for each day credited in the month in which the trip was started and crediting the balance of the hours to the succeeding month.

EXAMPLE: A Porter in a Montreal-Winnipeg assignment requiring nine (9) men and carrying hourage credit of sixty-five hours thirty-five minutes (65'35") — (32 hours 30 minutes westbound) and (33 hours 05 minutes eastbound) in making a lap-over on the following schedule:

Report	Montreal	16.30K	June	26
Released	Winnipeg	9.00K	"	28
Report	Winnipeg	17.50K	"	29
Released	Montreal	10.25K	July	1

should be credited under the rule for crediting days in road service with four (4) days in June and five (5) days in July; and on basis of above rule should receive alternative credit of twenty-seven hours forty-four minutes (27'44") in June and the balance of thirty-seven hours fifty-one minutes (37'51") in July.

(b) An employee shall be paid overtime at his established pro-rata hourly rate for all hours credited within a calendar month in excess of the basic month.

EXAMPLE: A Porter making one (1) round trip in a regular assignment requiring twelve (12) men and carrying alternative credit of eighty-five (85) service hours, and in addition performs irregular service during the same calendar month carrying one hundred and sixty (160) hours.

He should be paid for twelve (12) days at his daily rate, one hundred and fifty-six (156) hours and forty-eight (48) minutes at his hourly rate, and five (5) hours at the rate of time and one-half.

Article 7.**DEADHEAD SERVICE:**

Employees deadheading, either on passes or cars in Company business (except in connection with witness service) shall receive credit of ten hours thirty minutes (10'30") for each twenty-four (24) hour period, and actual time up to ten hours thirty minutes (10'30") for less than a twenty-four (24) hour period; time to be computed from time required to go on duty until arrival at destination, with a minimum credit of six hours fifty-six minutes (6'56") where overnight trips are involved.

Q — Shall two (2) or more succeeding trips deadheading on passes or equipment be coupled together and treated as one trip?

A — Yes, provided no "held-for-service" intervenes.

EXAMPLE: Saint John run.

Lv. St. John.....	20.00K	the 1st
Arr. Montreal.....	10.30K	" 2nd
Lv. Montreal.....	23.00K	" 2nd
Arr. Toronto.....	7.30K	" 3rd

The elapsed time on continuous trip basis is thirty-five hours thirty minutes (35'30") as no held-for-service time intervenes at Montreal. An employee making these two (2) deadhead trips should be credited with twenty-one (21) hours instead of ten and a half (10½) hours for the first trip and eight and a half (8½) hours for the second trip.

Article 8.**STANDBY OR GUARD DUTY:**

An employee called for and used on standby or guard duty shall be credited with actual time on duty, with a minimum credit of three hours thirty minutes (3'30"). If held or used after three hours thirty minutes (3'30"), a minimum credit of six hours fifty-six minutes (6'56") will be allowed, if no other service follows continuously.

Employees shall be required to do standby or guard duty work in the order of their position on the extra board but shall not lose their position on the extra board.

Q — 1 What is standby or guard duty?

A — Standby or guard duty is any work performed by an employee at any terminal other than that required of an employee assigned to road service, but it may include assisting such employee in preparatory work, including receiving.

Q — 2 Is an employee entitled to credit for standby duty at an away-from-home terminal?

A — Yes, if called upon to perform such service during layover or during time that is not credited as "held-for-service".

Q — 3 An employee performs two (2) hours standby duty and then immediately goes into road service. What credit for standby duty shall he receive?

A — Two (2) hours.

Q — 4 Is time spent attending Safety and Service Meetings or making statements relative to investigations to be credited as standby duty, or otherwise?

A — No.

Article 9.

WITNESS SERVICE:

Employees, if required by the Company to attend Coroner's Inquests, Court cases or other public investigations, will be paid at scheduled rates of pay and shall be allowed credit of six hours fifty-six minutes (6'56") for each twenty-four (24) hour period and actual time up to six hours fifty-six minutes (6'56") for less than a twenty-four (24) hour period, while in such service. Employees assigned to regular runs so held will receive not less than the time they would have earned on their regular run, and will be paid actual reasonable expenses, but in such cases the witness fees shall go to the Company.

Article 10.

HELD FOR SERVICE:

(a) An employee held at a point away from his home station beyond the layover period established for his immediately preceding trip, as provided for in Article 21, shall be allowed "held-for-service" credit of six hours fifty-six minutes (6'56") for each twenty-four (24) hour period FROM EXPIRATION OF LAYOVER, and actual time up to six hours fifty-six minutes (6'56") for less than a twenty-four (24) hour period.

(b) Employees held for service at home station by direction of the Management shall be credited with six hours fifty-six minutes (6'56") for each twenty-four (24) hour period and

actual time up to six hours fifty-six minutes (6'56") for less than a twenty-four (24) hour period. Regularly assigned employees so held shall be allowed total credits (including actual service) of not less than the credits they would have earned in their regular assignment.

Article 11.

CALLED AND NOT USED:

An employee called and reporting for service and not used shall be credited with a minimum of four (4) hours and shall not lose his turn on the extra board.

Article 12.

BASIS OF PAYMENTS:

PAYMENT FOR DAYS CREDITED:

An employee completing a regular monthly assignment, properly credited, shall be paid his established monthly wage for such time, except where payment therefor on the hourly basis will produce a greater amount.

Q — 1 Why are the words "properly credited" used in this rule?

A — 1 To emphasize that the crediting of time for employees on regular assignments must take into consideration rules providing for the following conditions:

- (a) The deduction of time for sleep periods.
- (b) The pro-rating of time when the last trip in the month extends into the following month.
- (c) The inclusion of time credited in excess of the normal operating schedule due to delayed arrival of trains.
- (d) The crediting of time for trips made on layover or relief days in addition to monthly assignments.

Q — 2 An employee completes a round trip in regular assignment in June carrying twelve (12) days' credit and has four (4) days' layover credit extending into July. He then lays off or leaves the service. How shall this employee be paid for this trip?

A — 2 He shall be paid 8/30th of his monthly wage for June and 4/31sts of his monthly wage for July.

An employee working part of a month in service credited on the day-service basis shall be paid his current daily rate for such time, except where payment therefor on the hourly basis will produce a greater amount.

Article 13.**PAYMENT FOR HOURS CREDITED:**

An employee shall be paid at his established hourly rate for all time credited on the hourly basis within the limits of the basic month not paid for otherwise.

Q — How could time be "otherwise" paid for?

A — At the monthly or daily rate, where time credited on the day-service basis did not average more than six hours fifty-six minutes (6'56'') per day for the days paid for.

Article 14.**ADDITIONAL PAY WHEN USED ON LAYOVER OR RELIEF DAYS:**

Service performed by a regular employee on specified layover or relief days shall be paid for as follows:

- (a) An employee who doubles out in his own or another regular assignment twenty-four (24) hours prior to the expiration of his layover shall be paid for the trip thus started the number of days there are employees in the assignment, as covered by operating schedule, and, as an offset for the one (1) day's layover lost because of doubling, the employee shall be allowed either one additional day's layover upon completion of the double trip, or paid for one (1) additional day.
- (b) An employee who doubles out in regular assignment less than twenty-four (24) hours prior to the expiration of his layover shall be paid for the trip thus started the number of days there are employees in the assignment, and such held-for-service time as may accrue in restoring him to his regular assignment.
- (c) An employee who performs a round trip regular assignment within a layover or relief period shall be paid additionally for such assignment the number of days there are employees in the assignment.
- (d) An employee who doubles out in irregular service before the expiration of his layover shall be paid additionally for the actual hours credited during the double period, and such "held-for-service" time as may accrue in restoring him to his regular assignment.

Article 15.**"IN CHARGE" SERVICE:**

(a) An employee in a regular assignment required to perform service on one car shall be paid "in charge" rate whether operating in charge for the whole trip or a portion thereof. If in charge of two (2) or more cars his basic rate of pay will be enhanced by thirty percent (30%) for the time actually in such service.

(b) An employee assigned to special or military service and operating in charge a portion of a trip shall be paid "In Charge" rate for that portion only of which he is actually in charge.

Article 16.**INSTRUCTION PERIOD:**

An employee, when hired, shall be placed under instruction for a reasonable period and shall be paid for such instruction period at his daily rate of pay.

Article 17.**MEALS:**

Porters, either in service or deadhead, will, if desired, be served meals in the Dining Cars at half-rate. Minimum charge will be twenty-five cents (25¢).

Article 18.**UNIFORMS:**

Present practice in regard to supplying, cleaning and pressing of uniforms, will be continued.

Article 19.**SLEEPING QUARTERS:**

Porters in regular or extra service will have the privilege of free sleeping accommodation during layovers or rest periods at terminals away from home station, where possible.

Article 20.**LAYOVER IN REGULAR ASSIGNMENTS:**

(a) Specific layovers at each terminal shall be designated in operating schedules for regular assignments.

(b) The home station layover period of an extra employee filling a regular assignment shall end with the expiration of the time paid for the service performed.

Article 21.**LAYOVER APPLICABLE TO INCOMPLETED
REGULAR AND TO IRREGULAR SERVICE:**

(a) A layover of two (2) hours for each hour of credited service, less time enroute not credited, if any, with a maximum layover of thirty-six (36) hours at an away-from-home station, shall apply to the following classes of service:

Regular service where round trip assignment is not completed.

Extra Service.

Special Service.

Extended Special Tour. (For the purpose only of applying Article 38, a maximum layover of seven (7) days shall apply at home station.)

(b) Similarly, a layover of two (2) hours for each hour of credited service, less time enroute not credited, if any, with a maximum layover of twenty-four (24) hours at an away-from-home station, shall apply to the following classes of service:

Deadheading on Car.

Deadheading on Pass at direction of Management (except in connection with witness service).

(see examples on next page)

Article 22.**DAYS OFF DUTY:**

Not less than ninety-six (96) hours off duty each month in twenty-four (24) consecutive hour periods or multiples thereof shall be allowed at designated home terminal.

Article 23.**PRO-RATING RELIEF:**

When an employee operating in an assignment carrying periodic relief fails to complete the cycle, he shall be paid for pro rata proportion of the scheduled relief.

EXAMPLE: In an assignment requiring two and a half (2½) Porters, where relief of one (1) day is granted after two (2) round trips, Porter (regular or extra) making one (1) round trip shall be allowed two and one-half (2½) days' pay.

(EXAMPLES — Article #21)

Class of Service	Reported:			Released:		
	Station	Date	Hour	Station	Date	Hour
Extra Line.....	Montreal.....	1	17.00	Winnipeg.....	3	10.30
Held.....	Winnipeg.....	3	10.30	".....	6	19.00
DH.....	".....	6	19.00	Montreal.....	8	11.15
Net Service Time Credited.....			56.30			
Held Time Credited.....			13.52			
Total Time Credited.....			70.22			
DH.....	Toronto.....	1	19.00	Chicago.....	2	9.15
Extra Line.....	Chicago.....	2	18.35	Montreal.....	3	19.00
Held.....	Montreal.....	3	19.00	".....	5	17.00
DH.....	".....	5	17.00	Halifax.....	6	19.00
Special.....	Halifax.....	7	19.00	Winnipeg.....	10	11.00
Extra Line.....	Winnipeg.....	12	17.00	Toronto.....	14	8.10
Net Service Time Credited.....			132.35			
Net Held Time Credited.....			20.48			
Total Time Credited.....			153.23			
Extra Line.....	Winnipeg.....	1	9.30	Vancouver.....	3	9.45
".....	Vancouver.....	5	18.15	Calgary.....	6	21.25
Special.....	Calgary.....	7	19.15	St. Paul.....	9	8.15
Held.....	St. Paul.....	9	8.15	".....	10	22.15
DH Car.....	".....	10	22.15	Moose Jaw.....	11	19.30
Held.....	Moose Jaw.....	11	19.30	".....	12	6.00
Special.....	".....	12	6.00	Calgary.....	12	23.30
DH.....	Calgary.....	13	7.00	Winnipeg.....	14	8.45
Net Service Time Credited.....			135.10			
Held Time Credited.....			9.11			
Total Time Credited.....			144.21			

EXAMPLE (1)							
Elapsed Time	Time En-Route Not Credited	Net Service	Actual Layover	Layover 2 for 1 Basis	Time held in excess 2 for 1 Basis	"Held" time Credited	
H. M.	H. M.	H. M.	H. M.	H. M.	H. M.	H. M.	
41.30	6.00	35.30	80.30	36.00	44.30	13.52	
40.15	19.15	21.00		22.45			
81.45	25.15	56.30					
EXAMPLE (2)							
14.15	3.45	10.30	9.20	17.15	10.00	6.56	
24.25	3.00	21.25		36.00			
26.00	13.30	12.30		24.00			11.30
64.00	9.00	55.00	54.00	36.00	18.00	6.56	
39.10	6.00	33.10	60.20	60.20			
167.50	35.15	132.35				20.48	
EXAMPLE (3)							
48.15	7.00	41.15	56.30	36.00	20.30	6.56	
27.10	3.30	23.40		21.50			36.00
37.00	7.00	30.00		36.00			
			38.00		2.00	2.00	
21.15	10.45	10.30	10.30	10.15	00.15	00.15	
17.30	17.30	7.30		35.00			
25.45	13.30	12.15		11.00			
176.55	41.45	135.10				9.11	

Article 24.**DISTRICTS DISCONTINUED:**

When a district is discontinued and runs are transferred, employees assigned to such runs, or an equivalent number, and a proportionate number of the extra employees, may transfer with the runs to the new point of operation, but such runs shall not be bulletined as new runs at the time of transfer. Employees so transferred shall be allowed full seniority in the district to which transferred and their names shall be added to the seniority roster of that district in accordance with their full seniority rights.

Employees not so transferred shall, upon application, be privileged to transfer elsewhere under the provisions of Article 25.

Article 25.**PERMANENT TRANSFER TO ANOTHER DISTRICT:**

When an employee permanently transfers from one district to another, his seniority in the district to which transferred shall begin with the date of permanent transfer and he shall lose all seniority in the district from which transferred. Employees shall not be compelled to accept a permanent transfer to another district. The names of employees permanently transferred shall be posted for thirty (30) days immediately after transfer in the district from which transferred.

Article 26.**TEMPORARY TRANSFERS:**

When employees are transferred to other districts to work on seasonal runs or other temporary assignments, they shall retain their seniority in the district from which transferred, shall rank as junior to all employees in the district to which transferred and shall not accumulate seniority in such district.

Article 27.**PERIOD OF PROBATIONARY EMPLOYMENT:**

Six (6) months from date last employed (exclusive of time on furlough or time absent for any cause) shall be considered sufficient time to determine the competency of an employee. Within the probationary period the service of an employee may be terminated for any cause. He shall have the right to a hearing in accordance with the provisions of Article 42, but shall not be privileged to appeal therefrom.

Article 28.**SENIORITY RIGHTS AND ROSTERS:****(a) Basic Seniority Date:**

Seniority shall begin the day employee's pay starts in the seniority district. Where the pay of two (2) or more employees starts upon the same day, the order in which the names of such employees shall appear on the seniority roster shall be the exact time the employee is accepted.

Seniority of an employee shall be confined to the district in which regularly employed.

(b) Seniority rosters showing the name and seniority date of employees numbered in chronological order in the respective districts shall be revised and posted as of March 1st of each year in a place accessible to those affected.

(c) Two (2) copies of each seniority roster shall be furnished the Local Chairman in the respective districts at the time posted; one (1) copy for the Zone Supervisor.

(d) An employee shall have sixty (60) days from the time his name first appears on the roster to protest his seniority date or relative position on the roster, except where an employee is absent on leave or because of sickness at the time the roster is posted; this time limit shall apply from the date such employee returns to duty. If no such protest is taken within the sixty (60) day period, future appeals shall not be recognized unless the employee's seniority date or relative standing on the roster is changed from the first correctly posted, providing such appeal is made within sixty (60) days of such incorrect posting.

Article 29.**CONTINUITY OF SENIORITY:**

No deduction shall be made from the seniority of employees coming within the scope of this Agreement for furloughs or time spent on authorized leaves of absence account sickness or other causes.

Article 30.**EMPLOYEES PROMOTED TO SUPERVISORY POSITIONS:**

Employees promoted to supervisory positions with the Canadian Pacific Railway Company shall retain their seniority rights, unimpaired, shall continue to accumulate seniority during the time solely employed in such supervisory positions, and shall have displacement rights, as provided in Article 36, when returning to road service.

Article 31.**EMPLOYEES SERVING IN ORGANIZATION POSITIONS:**

Employees elected or appointed to official positions for organization work in connection with employees covered by this Agreement, shall retain their seniority rights unimpaired, shall continue to accumulate seniority during the time solely employed in such official positions, and shall have displacement rights as provided in Article 36, when returning to road service.

Article 32.**OPERATING SCHEDULES:**

Schedules of regular runs shall be prescribed by the Management and posted in places accessible to those affected or concerned.

Article 33.**BULLETINING OF RUNS:**

When permanent runs are vacant, new runs created, temporary vacancies known to be of more than sixty (60) days' duration, or there is a general change of service from winter to summer schedule, or from summer to winter schedule, particulars will be bulletined for ten (10) days and runs will be given to senior qualified men applying in writing, subject to fitness and ability.

It is understood that should no change of train service take place, an opportunity will be given to employees to bid for runs twice a year at change of time table, as agreed upon between the Railway Officers and the Employees' Representatives, and assignment shall be made and the name of each employee assigned shall be posted within five (5) days thereafter where the run or vacancy was bulletined.

An employee absent from service during the period run is bulletined and awarded, shall be privileged to displace a junior employee assigned during his absence, fitness and ability being sufficient, providing that application is made for same within twenty (20) days of his return to service.

When no bids are filed for bulletined assignments, such assignments shall be filled by assigning the junior extra employees having sufficient fitness and ability therefor.

Two (2) copies of bulletined runs and assignments shall be furnished the Local Chairman in the respective districts at the time posted; one copy for the Zone Supervisor.

Article 34.**RE-BULLETINING CHANGED RUNS:**

A change in terminal, alteration of total home layover in excess of ten (10) per cent or change from or to an "In Charge" operation shall constitute a new run and shall be bulletined as provided in Article 33.

Where runs are changed for any cause, the senior employees in the assignment up to the number required for the new operation shall continue in the run until awards are made under the new assignment.

Article 35.**TEMPORARY DISCONTINUANCE OF AN ASSIGNMENT:**

Where a regular assignment has been temporarily discontinued due to "acts of God" such as storms, hurricanes, earthquakes, floods, etc., the employees affected, when at their home stations, are not to be considered as "held-for-service" but shall be privileged to operate on the extra board when no extra men are available.

Where a regular assignment has been temporarily discontinued due to causes other than "acts of God", an employee affected when at his home station shall be placed at the top of the extra list and shall be subject to any assignment that will make him available for his next regular trip, if possible, or otherwise within a reasonable time. He shall not receive less credit than what he would have earned on his regular run because of the temporary discontinuance of his regular assignment.

Article 36.**RIGHTS OF DISPLACED EMPLOYEES:**

An employee who loses his run through no fault of his own may apply for and shall have the right in accordance with the provisions of Article 37 to occupy any assignment in his district where his seniority is greater than that of an employee on such assignment who shall be the one displaced. The right to apply for another assignment must be exercised within twenty (20) days from the date of displacement, except that in cases of absence because of illness or leaves of absence, the twenty (20) days shall date from the date on which the employee returns to work.

Article 37.**SENIORITY, FITNESS AND ABILITY:**

Assignments to regular service, by bulletin or displacement, shall be made on the basis of seniority, fitness and ability; fitness and ability being sufficient, seniority shall govern.

Employees shall not be paid for time lost in the exercise of seniority.

In the event the senior applicant is not assigned and waives his right to appeal, he may, within five (5) days from date of non-assignment, request the district representative of the Company to suggest a course of training or preparation designed to correct his shortcomings. Such suggestion shall be made, and if within thirty (30) days thereafter the employee is able to qualify without expense to the Company, he shall be placed in the assignment for which he made application.

Article 38.**OPERATION OF EXTRA EMPLOYEES
OUT OF HOME STATION:**

Extra employees, when available, except as provided herein, shall be used "first in, first out" after the expiration of layover, as provided in Article 20 following completion of a round trip in a regular run, and, as provided in Article 21 following all other types of service, in which later event the layover shall be that accruing to the last trip.

When there is service requiring two (2) or more employees at the same hour and employees eligible under this rule have layovers expiring simultaneously, the senior employee shall have his choice. Likewise, when there is requirement for one (1) employee and there are two (2) or more employees eligible under this rule whose layovers expire at the same hour, the senior employee shall be given the assignment.

An employee excused from an assignment under this rule shall immediately revert to the foot of the extra list, which shall be the position immediately following the name of the employee having the longest layover at the time.

Standby or guard duty, "called and not used", and witness service of less than six hours fifty-six minutes (6'56") shall not be considered an assignment under this rule.

This rule shall not operate to prohibit the use of an employee out of an away-from-home station, preferably in service toward his home station.

An employee relieved from service because of illness, injury or leave of absence, when again reporting for duty shall have his name entered at the foot of the extra list. Likewise, an employee received on temporary transfer or one recalled from furlough shall have his name entered at the foot of the extra list.

Article 39.

REGULATION FOR NUMBER OF EXTRA EMPLOYEES:

Extra boards shall be so maintained as to afford each employee carried thereon, as nearly as possible, minimum earnings of approximately three-fourths ($\frac{3}{4}$) of basic month's pay, but this shall not be construed as a guarantee.

Employees who lay off of their own accord, or those who are dropped from or added to the extra board during the month shall be given their pro rata proportion of the work during the period they are subject to call.

Article 40.

REDUCING AND INCREASING FORCES:

In reducing forces, seniority shall prevail in determining those to be retained in the service. When forces are increased those furloughed shall be returned to service in the order of their seniority, provided they have filed their names and addresses with the district representative of the Company. Failure to report for duty within ten (10) days after written notice shall have been sent by return registered mail to the last recorded address shall automatically terminate employment relation with the Company, unless a satisfactory explanation is given.

Article 41.

DISCIPLINE AND HEARINGS:

The right of the Management to discipline, suspend or discharge an employee for incompetency or other just and sufficient reason, and the right of an employee disciplined, suspended or discharged, or who considers he has been otherwise unjustly treated, to have a fair and impartial hearing, are both recognized.

Q — What is a grievance?

A — A grievance is a dispute arising from the application of discipline or alleged unjust treatment, personal in character and not covered, except as to procedure in handling, by rules of the Agreement.

Article 42.**INVESTIGATIONS:**

A Porter will not be disciplined, suspended or dismissed without first having a fair and impartial investigation and his responsibility established, such investigation to be held and a decision given within ten (10) days from the time report is rendered, at which hearing he shall have the right to be present, and also he shall have the right to have a recognized representative of the Organization in stating his case at the investigation, and will be given a copy of statement made by him at the investigation.

All material and necessary witnesses must be notified in writing to appear. If they appear, their evidence shall be taken in the presence of the accused. If they do not appear, the accused shall be furnished with a copy of their written statements. If accused is not satisfied with the decision, he will be given an opportunity of reviewing the evidence and may appeal through his representative to the higher officials. Should the charge not be proven, his record shall be cleared and, if held out of service, shall be reinstated at once and compensated for the wage loss, if any, suffered by him, and reasonable actual expenses. Such compensation shall be the amount of wages he would have earned (minimum of six hours fifty-six minutes — (6'56") per day) less any compensation received in other employment.

Should the charge be proven, the Porter will be paid his reasonable actual expenses for the time he may be held away from his home terminal in excess of five (5) days, but nothing for time lost, nor for expenses if not held longer than said five (5) days.

It is understood that Porters will not be held off unnecessarily and caused to lose time under above rule. It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable.

Porters will not be held out of service pending rendering of decision except in the cases of dismissible offences. When a Porter is discharged or resigns, he will, within five (5) days, be paid and given a certificate on request, stating the term of service, and in what capacity he was employed.

Article 43.**TIME AND PLACE FOR REPORTING:**

Operating schedules for regularly assigned employees and assignment slips for other employees shall prescribe the time and place required to report for duty.

In the event that a dispute arises over the amount of time allotted for the preparation or putting away of cars at terminals, a joint investigation shall be conducted to review the work required, and, if necessary, a test made to determinate the proper time allowance.

Article 44.**FAILURE TO REPORT:**

An employee unable to report for duty for any cause shall notify his Supervisor in advance, if possible; otherwise, as soon as conditions permit, preferably in writing.

Article 45.**ABSENCE WITHOUT PERMISSION:**

An employee absent from work without permission for a period in excess of ten (10) days shall be considered out of the service unless a satisfactory explanation is given.

Article 46.**LEAVES OF ABSENCE:**

Employees on written request and stating reason therefor, will be granted reasonable leaves of absence when they can be spared, without interference to the service, but not exceeding ninety (90) days. An employee failing to report for duty at expiration of his leave of absence shall be considered out of the service unless such failure is the result of unavoidable delay, under which circumstances the leave shall be extended to include the delayed time. Employees on leave of absence accepting other employment without the Management's written consent shall be considered out of the service.

Article 47.**NOTIFICATION OF DISALLOWED TIME:**

When time claimed by employee on time sheet is not allowed, he shall be promptly notified and, on request upon his district representative, shall be given reasons why such time was not allowed.

Article 48.**COMMITTEE MEN:**

Employees acting as committee men representing employees governed by the provisions of this Agreement will, upon request, be granted necessary time off and shall retain their seniority rights during the time so occupied. Employees acting as committee men who are required to travel in connection with their committee work shall be given such transportation privileges as are given to employees of the other classifications.

Article 49.**NO SHUTDOWN NOR SUSPENSION OF WORK:**

While questions in dispute are pending, there shall be neither a shutdown by the Canadian Pacific Railway Company, nor a suspension of work by the employees.

Article 50.**STATUTORY HOLIDAYS:**

Each employee who qualifies as herein provided shall receive eight hours' pay at the pro rata rate for each of the holidays specified below: —

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

Such pay shall be separate and apart from the basic month's work and from hours earned during the month in which the holiday occurs.

In order to qualify for pay for any one of such holidays, an employee must have rendered 520 hours' cumulative service within a twelve-month period since the last date of employment and must, immediately preceding and immediately following such holiday, have fulfilled the requirements of his assignment, or have been in service or available for service from the spare board. An employee absent account vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Section. An employee on properly authorized leave of absence immediately preceding or immediately following a holiday, but not both, who renders compensated service on his assignment, or is in service or available for service from the spare board, immediately preceding or

following the holiday, shall be considered as eligible for pay for the holiday if otherwise qualified. Should an employee render compensated service on his assignment, or be in service or available for service from the spare board, immediately preceding a holiday and be prevented by injury, other than one entitling him to receive Workmen's Compensation payments, from working on his assignment, or being in service or available for service from the spare board, immediately following the holiday, he shall be considered eligible for pay for the holiday if otherwise qualified.

Article 51.

VACATION AGREEMENT:

Section 1

- (a) An employee who at the beginning of the calendar year has less than two years' continuous employment relationship, but who has had more than thirty days' cumulative service or available for duty in the preceding calendar year, shall be allowed one day's vacation with pay for each 50 days worked and/or available for service or a major portion of such days during the preceding calendar year, with a maximum of six days until qualifying for further vacation under Clause (b) of this Section.
- (b) An employee who at the beginning of the calendar year has two or more years' continuous employment relationship and has had more than thirty days' cumulative service or available for duty in the preceding calendar year shall be allowed one day's vacation with pay for each 25 days worked and/or available for service, or a major portion of such days during the preceding calendar year with a maximum of twelve days, until qualifying for further vacation under Clause (c) of this Section.
- (c) An employee who at the beginning of the calendar year has maintained a continuous employment relationship for at least fifteen years, and has completed 4500 days' cumulative service or available for duty, shall be allowed eighteen days' vacation with pay during such year, and in subsequent years shall be allowed one (1) day's vacation with pay for each $16\frac{2}{3}$ days worked and/or available for service, or a major portion of such days, during the preceding year, with a maximum of eighteen days, until qualifying for further vacation under Clause (d) of this Section.

- (d) An employee who at the beginning of the calendar year has maintained a continuous employment relationship for at least thirty-five years, and who can meet the following qualifications will be entitled to twenty-four days' vacation with pay during such year, and in subsequent years shall be allowed one day's vacation with pay for each $12\frac{1}{2}$ days worked and/or available for service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-four days:
- (i) Has qualified for three weeks' vacation by maintaining a continuous employment relationship for fifteen years and serving not less than 4500 days cumulative service or available for duty at the beginning of the current calendar year, and
 - (ii) Has prior to the service qualification referred to in (i) above rendered compensated service in 240 months calculated from date of entering service; or alternatively, at the beginning of each calendar year has completed 10500 days of cumulative service or available for duty calculated from date of entering service.
- (e) Time off duty on account of bona fide illness, injury, to attend committee meetings, called to court as a witness, or jury duty, not exceeding a total of 60 days in any calendar year, shall be included in the computation of service for vacation purposes. Employees governed by clause (a) of this Section, on leave of absence for other purposes, will forfeit one (1) day's vacation with pay for each fifty (50) days or a major portion thereof; those governed by clause (b), one (1) day for each 25 days or a major portion thereof; those governed by clause (c), (1) day for each $16\frac{2}{3}$ days or major portion thereof; and those governed by clause (d) one (1) day for each $12\frac{1}{2}$ days or major portion thereof.
- (f) An employee will be compensated for vacation at a daily rate representing one-thirtieth of the monthly rate applicable to the class of service to which he was assigned at the time of taking his vacation.

Section 2

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

- (b) Applications for vacation from employees filed between December 15th of the previous year and January 31st, shall insofar as it is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.
- (c) Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Company.

Section 3

- (a) An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Section 1, and, if not granted shall be allowed pay in lieu thereof.
- (b) An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year shall upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- (c) An individual who leaves the service of his own accord or who is dismissed for cause and not reinstated in his former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Section 1.

Section 4

- (a) In filling vacancies created by employees on vacation with pay, as provided in this agreement, the schedule rules shall apply unless otherwise mutually agreed upon between the Local Chairman and the Superintendent.
- (b) Time off on account of vacation under the terms of this agreement shall not be considered as time off account employee's own accord under any guarantee rules and shall not be considered as breaking such guarantee.

Article 52.**DURATION OF AGREEMENT:**

This agreement is effective January 1, 1958, and will remain in effect for a period of two years and thereafter subject to one hundred and twenty days' notice in writing from either party to the agreement of their desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 1959.

For the Sleeping Car Porters:

A. PHILIP RANDOLPH,
International President,
Brotherhood of Sleeping Car Porters.

For the Canadian Pacific Railway:

THOS. P. JAMES,
Manager,
Sleeping, Dining and Parlor Cars.

ADDENDUM No. 1

Agreement made this seventh day of February, 1953, by and between the participating Railways and their Subsidiaries and the Employees represented by the respective Labour Organizations signatory hereto:—

Article III—Deduction of Dues:

Effective April 1, 1953, the Railways shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee coming within the scope of each collective agreement an amount equivalent to the uniform monthly union dues of the appropriate Organization, subject to the conditions and exceptions set forth hereunder.

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate Organization which is signatory to the Agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable agreement excepting to conform with a change in the amount of regular dues of the appropriate Organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.

2. Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable agreement as may be mutually agreed between the designated Officers of the individual Railway and of the Organization concerned shall be excepted from dues deduction.

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

4. Deductions shall commence on the payroll for the last pay period of the calendar month following completion of sixty (60) calendar days after date of first service in a position subject to a collective agreement specified in Appendix "A",

provided that in the case of employees coming under agreements specified in Appendix "A" with the Brotherhood of Maintenance of Way Employees the deduction shall commence on the payroll for the last pay period of the calendar month following date on which the employee becomes subject to the provisions of the governing agreement; but in no case shall deductions commence earlier than the payroll for the last pay period of the calendar month following completion of sixty (60) calendar days after date of first service.

5. If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railways in such month. The Railways shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

6. Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

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

8. The amounts of dues so deducted from wages accompanied by a statement of deduction from individuals shall be remitted by the Railways to the officer or officers of the Organizations concerned, as may be mutually agreed by the Railways and the applicable Organization, not later than forty (40) calendar days following the pay period in which the deductions are made.

9. The Railways shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the

Railway in the amount of its remittance to the Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organization.

10. The question of what, if any, compensation shall be paid the Railways by the Organizations signatory hereto in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

11. In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways pursuant to the first paragraph of Article III of this agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organizations or any of them counsel fees are incurred these shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railways and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

Signed at Montreal, Quebec,
this seventh day of February, 1953.

For the Railways:

(Sgd) J. R. KIMPTON,
Assistant Vice-President
Personnel,
Canadian Pacific Railway
Company.

For the Employees:

(Sgd) A. R. BLANCHETTE
for A. PHILIP RANDOLPH,
International President,
Brotherhood of Sleeping Car Porters,
Train Chair Car, Coach Porters and
Attendants.

ADDENDUM No. 2

MEMORANDUM OF UNDERSTANDING GOVERNING COACH PORTER SERVICE SUPPLEMENTING CURRENT AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE BROTHERHOOD OF SLEEPING CAR PORTERS COVERING RATES OF PAY AND RULES GOVERNING THE SERVICE OF SLEEPING CAR PORTERS.

This Agreement shall apply to such Coach Porters as may be assigned to de Luxe and/or Skyline Dome Coaches.

RATES OF PAY:

The monthly rate of pay for Coach Porters shall be \$237.73 to operate one or two cars as required.

Article 2 Clause (c) of the current Agreement will not apply to Coach Porters.

Coach Porters' duties will include the following: —

- Assist in entraining or detraining coach passengers.
- Check the reservation slips with passengers.
- Keep cars to which assigned clean and tidy.
- Generally make himself useful to passengers.
- Set up and check car or cars for service.
- And such other general Coach Porter duties as may be assigned.

Except as provided above the provisions of the current Agreement with Sleeping Car Porters shall apply to Coach Porters.

This Agreement shall become effective April 20th, 1955, and may be revised, amended or terminated, as provided in the current Agreement.

For the Canadian Pacific Railway Company:

(sgd) THOS. P. JAMES,
Manager.

For the Brotherhood of Sleeping Car Porters:

(sgd) BENNIE SMITH,
2nd International Vice-Pres.,
for A. PHILIP RANDOLPH,
International President,
Brotherhood of Sleeping Car Porters,
Train Chair Car, Coach Porters and
Attendants.

Montreal, April 20th, 1955.

ADDENDUM No. 3**Article III—Health and Welfare Plan:**

(Master Agreement dated May 16th, 1956)

1. Effective January 1, 1957, the Railways shall deduct \$4.25 from wages due and payable to each participating employee each month in which compensated service is rendered. The Railways shall each month contribute an amount equal to the amount so deducted from each participating employee. The term "Participating employee" shall be defined in a supplemental agreement to be entered into between the parties hereto.

2. The amounts specified in paragraph 1 of this Article shall be used to provide Health and Welfare benefits for the participating employees in accordance with the provisions of said supplemental agreement.

3.(a) A committee shall be established for the purpose of drafting the terms of the said supplemental agreement and shall be known as the Employee Benefit Plan Committee (hereafter referred to as "the Committee").

(b) The Committee shall consist of four representatives of the Organizations signatory hereto and four representatives of the Railways, all of whom shall be officers or employees of the parties hereto.

(c) The Committee shall meet within thirty days after the date of signing of this agreement and shall prepare a supplemental agreement for consideration by the parties hereto prior to November 1, 1956, to provide for health and welfare benefits for participating employees, the said benefits to be financed entirely by the sums accumulated in accordance with paragraph 1 of this Article, except as may be otherwise agreed by the parties hereto.

(d) Either party shall have the right to nominate substitutes, who shall also be officers or employees of the parties hereto, for any of its representatives on the Committee at any time.

(e) The Committee shall have the right to employ consultants as it may deem necessary, and the cost of such consultants shall be borne equally by the Railways and the Organizations signatory hereto.

(f) Decisions of the Committee shall be by majority vote. In the event the Committee is unable to reach a decision with respect to any provision of the proposed agreement, a neutral referee shall be selected by the members of the Committee to sit with the Committee and to act as a member thereof in the consideration of such provision. If a majority of the Committee is unable to agree upon the selection of a neutral referee, any four members of the Committee may request the Minister of Labour to appoint a neutral referee. The decision of a majority of the Committee, with the referee sitting as a member thereof, shall be final in respect of the provision in dispute. The expenses of such neutral referee shall be borne equally by the Railways and the Organizations signatory hereto. A majority of the Committee shall in all cases mean a majority of all members of the Committee.

(g) Except as provided herein, the Committee shall have the power to determine its own rules and regulations for procedure to enable it to carry out the intent of this Article.

4. The said supplemental agreement may not be revised with respect to the amounts to be deducted from participating employees and contributed by the Railway before January 1, 1959, or such other date subsequent to January 1, 1959, as may be agreed as a result of recommendation made by the Employee Benefit Plan Committee. Such revision shall be subject to sixty days' prior notice in writing from either party of desire to negotiate the matter.

Signed at Montreal, Quebec,
this sixteenth day of May, 1956.

For the Railways:

(sgd) J. R. KIMPTON,
Assistant Vice-President
Personnel,
Canadian Pacific Railway
Company.

For the Employees:

(sgd) A. R. BLANCHETTE,
for A. PHILIP RANDOLPH,
International President,
Brotherhood of Sleeping Car Porters,
Train Chair Car, Coach Porters and
Attendants.

ADDENDUM No. 4**Joint Committee of Appeal:**

Memorandum of Agreement covering appointment of a Joint Committee for the consideration and disposition of disputes which may arise and which may not be otherwise disposed of directly between the Officers of the Company and its Employees represented by the Brotherhood of Sleeping Car Porters.

(1) The Joint Committee shall consist of four (4) members, two (2) to be selected by the Company and two (2) by the Brotherhood. Should a vacancy occur in the Joint Committee, such vacancy shall be filled immediately by the same appointive authority which made the original selection.

(2) The Joint Committee shall meet as may be required. It shall elect a Chairman and a Vice-Chairman from its members. The office of Chairman shall be filled at alternate sittings by a representative of the Company and a representative of the Brotherhood. While the office of Chairman is being filled by a representative of the Company, the office of Vice-Chairman shall be filled by a representative of the Brotherhood and Vice-versa.

(3) All disputes, including personal grievances and questions arising out of interpretations or application, or non-application, of wage agreements are to be handled in the usual manner by the authorized representatives of the Employees up to and including the highest designated officer of the Company. If agreement is not reached, the matter may then be referred to the Joint Committee for consideration. Disputes arising out of proposed changes in rules, working conditions or rates of pay, as well as the extended application of existing agreements are specifically excluded from the jurisdiction of the Joint Committee. No matter will be considered by the Joint Committee unless officially referred to it in the manner herein described.

(4) If, to secure disposition of any question at issue, hearings before the Joint Committee are necessary, the Company shall be represented by such person or persons as may be designated by the Chief Operating Officer, the Employees shall be represented by such person or persons as may be designated by their International President, and

those so designated may submit to the Joint Committee in writing, and/or orally, such matter as may be relevant to the dispute.

(5) In those cases in which hearings before the Joint Committee are necessary, in the submission to the Joint Committee of the case for a decision an effort should be made by the parties to present a joint, concise statement of facts, but the Joint Committee is fully authorized to require information in addition to such statement of facts, and may call upon the representatives of the Company or the Organization for additional evidence, either oral or written; in the event of a joint statement not being submitted, the Company or the Organization should furnish to the other a copy of their individual statements and each should give the other a copy of their supporting statements of the contention.

(6) Questions placed before the Joint Committee shall be decided by a majority vote. After a matter has been considered by the Joint Committee and in the event that a decision is not reached, the members of the Joint Committee shall mutually agree upon a neutral person as a referee to sit with the Joint Committee as a member thereof in connection with such case and the Joint Committee so constituted shall make a decision. In the event of a failure mutually to agree upon a neutral referee, The Minister of Labour of the Federal Department of Labour at Ottawa shall be jointly requested to appoint said referee under provisions of the Industrial Relations and Disputes Investigation Act.

(7) After the Joint Committee has rendered its decision it shall be accepted as final and conclusive. No grievance or matter on which a decision has been rendered by the Joint Committee can be re-opened except by the unanimous consent of its members.

(8) A report of all cases decided, including the decisions, shall be submitted by the Joint Committee, over the signatures of its Chairman and Vice-Chairman, to the Chief Operating Officer of the Canadian Pacific Railway Company and to the International President of the Brotherhood of Sleeping Car Porters.

(9) The Joint Committee shall keep a complete record in duplicate of all matters submitted for its consideration and of all decisions made by it. These records shall be held respectively by the Chairman and Vice-Chairman.

(10) Each party hereto shall respectively assume any expense in connection with attendance at sittings of the Joint Committee or in presenting cases to it. Any expense in connection with appointment of a referee shall be divided equally between the parties.

(11) This Agreement shall remain in effect subject to amendment or termination upon thirty (30) days' notice from either the Company or the Organization to the other.

For the Employees:

(sgd) BENNIE SMITH
for A. PHILIP RANDOLPH,
International President,
Brotherhood of Sleeping Car Porters.

For the Company:

(sgd) THOS. P. JAMES,
Manager,
Sleeping, Dining and Parlor
Car Department,
Canadian Pacific Railway.

Dated at Montreal, December 13, 1956.

For the Sleeping Car
Porters:

(sgd.) A. R. BLANCHETTE,
International Field Representative,
Department of Canada,
Brotherhood of Sleeping Car Porters.

For the Canadian Pacific
Railway Company:

(sgd.) THOS. P. JAMES,
Manager, Sleeping, Dining,
Parlor Cars and News Service.

Signed at Montreal, March 28th, 1961.

ADDENDUM No. 5**Article III—Health and Welfare Plan:**

(Master Agreement dated November 26th, 1958)

Effective January 1, 1959, the Railways shall deduct \$4.87 from wages due and payable to each participating employee each month in which compensated service is rendered. The Railways shall each month contribute an amount equal to the amount so deducted from each participating employee. The agreement between the parties with respect to Health and Welfare benefits as amended by this article shall remain in effect until December 31, 1960. Notice for revision of Health and Welfare provisions of the agreements may be served at the same time as notice to revise other terms of the agreements as specified in Article IV (2) so that negotiations with respect to Health and Welfare benefits may be undertaken simultaneously with negotiations on other matters but any revisions of Health and Welfare provisions will not be effective prior to January 1, 1961.

Signed at Montreal, Quebec,
this 26th day of November, 1958.

For the Railways:

(sgd) D. I. McNEILL,
Vice-President, Personnel,
Canadian Pacific Railway
Company.

For the Employees:

(sdg) A. R. BLANCHETTE,
International Field Representative,
Brotherhood of Sleeping Car Porters,
Train Chair Car, Coach Porters and
Attendants.

ADDENDUM No. 6

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE BROTHERHOOD OF SLEEPING CAR PORTERS ON BEHALF OF SLEEPING CAR PORTERS EMPLOYED ON THE CANADIAN PACIFIC RAILWAY Effective April 1st, 1961, it is agreed:

(NEW RULE)**RELEASE OF LESS THAN TWO HOURS BETWEEN TRIPS:**

Time between trips shall be computed as continuous in all cases where the interval from time of release until again resuming duty is less than two hours.

Q-1. An employee performs deadhead service immediately prior to or following a service movement where the interval between movements is less than two hours. Shall layover for held-for-service purposes be determined on the basis of the combined credits for the deadhead and service movements?

A-1. Yes.

Article 33.**BULLETINING OF RUNS:**

The following sentence to be added to the first paragraph:—
"It is understood that each side of a run which has preferred sides, and also seasonal runs, shall be likewise bulletined."

Article 36.**RIGHTS OF DISPLACED EMPLOYEES:**

The following sentences to be added:—

"Displacements shall be made at the designated home terminal of the run at least 3 hours prior to the reporting time of the run into which displacement is to be made. This shall not apply in instance where an employee who loses his run through no fault of his own, or a displaced employee, is advised accordingly by Management less than 3 hours prior to the reporting time thereof; however, an employee shall not be removed from an assignment after reporting time of the assignment."

For the Sleeping Car Porters:

(sgd.) A. R. BLANCHETTE,
International Field Representative,
Dominion of Canada,
Brotherhood of Sleeping Car Porters.

For the Canadian Pacific Railway Company:

(sgd.) THOS. P. JAMES,
Manager, Sleeping, Dining,
Parlor Cars and News Service.

Signed at Montreal, March 28th, 1961.

ADDENDUM No. 7.

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND THE BROTHERHOOD OF SLEEPING CAR PORTERS ON BEHALF OF SLEEPING CAR PORTERS EMPLOYED ON THE CANADIAN PACIFIC RAILWAY

Effective May 1st, 1961, it is agreed:

Article 4.**SLEEP PERIODS:**

The following question and answer to be added to section (a):

“Q – What is an overnight run ?

A – An overnight run is any operation, the elapsed time of which is less than fourteen (14) hours, where the departure and arrival times embrace the hours from 12 midnight to 6:00 A.M.”

Article 5.**CREDITING DAYS IN ROAD SERVICE:**

The last sentence in A of section (a), which reads: “Decimal fractions of .50 or more shall be regarded as one-half”, be deleted.

**For the Sleeping Car
Porters:**

(sgd.) A. R. BLANCHETTE,
International Field Representative,
Dominion of Canada,
Brotherhood of Sleeping Car Porters.

**For the Canadian Pacific
Railway Company:**

(sgd.) THOS. P. JAMES,
Manager, Sleeping, Dining,
Parlor Cars and News Service.

Signed at Montreal, April 28th, 1961.

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