

RULE 32
Committee

The Carrier will not discriminate against committeemen who, from time to time, represent other employees and will grant them leave of absence when delegated to represent other employees.

RULE 33
Apprentices

- a. Apprentice positions may be established where an anticipated need for machinists will exist. Ratio of apprentices not to exceed one to five machinists.
- b. Applicants for apprenticeship, if accepted, shall serve six (6) periods of 122 work days each for a total of 732 work days.

Rates of pay for apprentices under this program shall be as follows:

1st Period - 70% of Machinist's Rate
2nd Period - 75% of Machinist's Rate
3rd Period - 80% of Machinist's Rate
4th Period - 85% of Machinist's Rate
5th Period - 90% of Machinist's Rate
6th Period - 95% of Machinist's Rate

- c. Each apprentice will receive related instruction on the technical theory related to the machinist trade, the cost of which shall be paid by the Company. Related instruction may be given in classrooms or through correspondence lessons or a combination of both with a minimum of 216 hours related instruction.
- d. All individuals entered in the training program will, when instructed, report to designated training location for periods of classroom and/or training shop instruction.
- e. Employees instructed to be away from their home point for these training purposes will be reimbursed for actual necessary expenses.
- f. Employees presently in service may be allowed to enroll in the apprentice program with the understanding that those classified as machinist helpers will be given first consideration for such positions. Notice will be posted on the shop bulletin boards advising of opening in the Machinists Apprentice Program and instructing interested employees to inquire at the supervisor's office for details regarding the program.

Machinist Helpers entering the apprentice program will retain and continue to accumulate seniority as helpers. Employees of the craft so enrolling will not have their current rate of pay reduced while in the machinist apprentice program.

- g. Apprentices will receive training and on-the-job experience in their trade sufficient to enable them to perform their duties in an efficient and professional manner, in accordance with a detailed program to be prepared and furnished to the General Chairman from time to time by the supervisor, and the response of the General Chairman will be given consideration with the view of upgrading the training programs. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point, the training schedules will vary accordingly in order to properly train the apprentice for the work he is most likely to be required to perform as a mechanic.

Training records for apprentices will be kept and will be subject to periodic review in order to insure the adequacy of the apprentices work experience and training.

In the event an apprentice is not making satisfactory progress, the Carrier's representative and the Local Chairman shall attempt to ascertain the cause and institute appropriate remedial action.

If, within the first half of service as an apprentice, such apprentice does not show satisfactory progress or aptitude in learning the trade, the employee shall not be retained as an apprentice. This language is not intended to preclude the application of Rule 31.

- h. Upon completion of the apprenticeship training program the apprentice will forfeit apprentice seniority and will be placed on the machinists' roster with a date three (3) years prior to the date following completion of training.
- i. Nothing herein shall be construed to guarantee to apprentices a position as machinist upon completion of apprenticeship, unless journeymen seniority is senior to the seniority of a journeyman hired subsequent to the apprentice starting date, and it does not preclude the hiring of machinists.
- j. The work day and the work week for apprentices shall be as set forth in the Schedule Agreement.

Apprentices will be assigned to work on the first shift except that by agreement between the Carrier and the General Chairman, apprentices may also be assigned to work on either the second or third shifts.

- k. Apprentices shall work with and be under the direction of a machinist at all times. (This is not to be construed as meaning the apprentice is restricted from working by himself.) Two apprentices shall not be assigned to work together as partners.
- l. Apprentices will not be allowed to work overtime or holidays unless all available machinist on the overtime call lists have been called. Overtime worked by apprentices will not be credited towards apprentice training period.
- m. Apprentices' work shall consist of the work as defined in Rule 45.

FORM OF INDENTURE

Where applicable, the following will be furnished by the Carrier, in duplicate.

FORM OF INDENTURE

This will certify that _____ was employed as a Machinist
Apprentice by the Soo Line Railroad Company at _____ on
_____, 20___, to serve a minimum of six (6) periods of 122 work days of
service each.

Title of Officer in Charge

CERTIFICATE OF APPRENTICESHIP

This will certify that on _____, 20____, _____
completed the Soo Line Railroad course of machinist apprenticeship and is entitled to
the rates of pay and conditions of service of Machinist.

Title of Officer in Charge

RULE 34
Application of Employment

- a. An applicant for employment will be required to fill out the Carrier's application form, showing address of relatives, names and addresses of employer by whom employed past two years, and give proper references as to previous experience and ability to perform the work for which application is made. Employment shall be considered temporary until application has been approved by Medical and Employment Departments.
- b. If not notified to the contrary within sixty (60) days after applicant begins work, application will be considered as having been approved, unless it is later found that false information was given, in which event applicant will not be dismissed without an investigation, if so requested.

RULE 35
Sanitation

- a. Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in a clean, dry, and sanitary condition, and employees will cooperate to that end.
- b. Shops, locker rooms, and washrooms will be lighted and heated in the best manner possible consistent with source of heat and lights available at the point in question.

RULE 36
Injuries

Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Copy of the completed Accident Report will be furnished the employee upon his request. Proper medical attention will be given at the earliest possible moment, and when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

RULE 37
Notices

- a. A place will be provided inside all shops and roundhouses and in car yards where proper notices of interest to employees may be posted.

- b. The posting of advertisements, political notices, newspaper clippings, etc., is strictly prohibited.

RULE 38
Protection

- a. Employees will not be required to work on engines outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines set out for or attached to trains.
- b. When it is necessary to make repairs to engines and other machinery, such parts shall be cleaned before mechanics are required to work on same.
- c. Reasonable protection against sand blast, paint blowers, and acetylene or electric welding or cutting will be afforded.
- d. Mechanics and apprentices performing oxyacetylene, thermit, or electric welding or cutting will be supplied with necessary safety equipment.
- e. Emery wheels and grindstones will be kept true and in a safe condition.
- f. No employee will be required to work under a locomotive without being protected by proper signals. Where the nature of the work to be done requires it, locomotives will be placed over a pit, if available.
- g. All engines will be placed under smoke jacks in roundhouses, where practicable, when being fired up.

RULE 39
Checking In and Out

Employees who are required to check in and out and make out Time Slips on their own time, will be allowed one (1) minute for each hour actually worked.

RULE 40
Personal Leave

- a. A maximum of two (2) days of personal leave will be provided on the following basis:
 - (1) Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent years;

- (2) Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two (2) days of personal in subsequent calendar years.
- b. Personal leave days provided in a. above, may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days, except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
 - c. Personal leave days will be paid for at the regular rate of the employee's position, or the protected rate, whichever is higher.
 - d. The personal leave days provided in a. above, shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement.
 - e. The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

NOTE: See Appendix N

RULE 41 Bereavement Leave

Bereavement leave, not in excess of three (3) calendar days following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, grandchild, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

NOTE: See Appendix M