

# COLLECTIVE AGREEMENT

BETWEEN

## CANADIAN PACIFIC RAILWAY

AND

## TEAMSTERS CANADA RAIL CONFERENCE

ON BEHALF OF

Locomotive Engineers, Conductors,  
Trainpersons & Yardpersons

EMPLOYED IN CANADA







April 2019

**Re: CONSOLIDATED COLLECTIVE AGREEMENT**

All,

First, let us say that we are pleased to announce and provide you with a copy of the Consolidated Collective Agreement between Canadian Pacific Railway (the "Company") and the Teamsters Canada Rail Conference ("TCRC" or the "Union"). This Agreement is a single, unified Collective Agreement governing wages, rules and working conditions for Locomotive Engineers, Conductors, Trainpersons and Yardpersons employed by Canadian Pacific Railway in Canada. This consolidated Collective Agreement will continue to govern specific crafts and locations as represented by the respective four (4) General Committees.

As some of you may be aware, the Company and the Union initially began the process of consolidating the Collective Agreement in 1995. In spite of the concerted efforts of the parties, the historic, regional and craft, distinctions remained as evidenced by the four (4) Agreements, which were last printed in 2004. Since that time, the parties have met for collective bargaining on four occasions and negotiated language with application to all regions and crafts. During the 2017-2018 round of collective bargaining, the parties again renewed their commitment to finalize the consolidated Collective Agreement. This Agreement is the realization of that commitment.

The parties have agreed that any errors, omissions or ambiguity created solely as a consequence of consolidation and/or the addition of Memorandum of Settlement language, Agreements and arbitration rulings, are unintentional and will be corrected by mutual agreement between the parties. Following this initial printing of the consolidated Collective Agreement, for the duration of the Agreement, any corrections will be made available electronically and by System Bulletin.

Should you have any questions relating to this Collective Agreement, you are encouraged to speak with your Local Chairperson, General Chairperson or Manager.

Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Greg Edwards  
General Chair LE West

Dave Fulton  
General Chair CTY West

John Campbell  
General Chair LE East

Wayne Apsey  
General Chair CTY East



## **EMPLOYEE & FAMILY ASSISTANCE PROGRAM (EFAP)**

Canadian Pacific Railway and the Teamsters Canada Rail Conference have a joint Employee and Family Assistance Program (EFAP) in place to offer employees and their families a wide variety of assistance. Employees or their family members may seek information about services offered by contacting an EFAP Referral Agent, a list of whom is contained in the current timetables.

As part of the EFAP, the Company has introduced a Critical Incident Response Program for employees involved in an on-the-job incident such as an accident involving death or serious injury.

### **PREAMBLE**

The right to make and interpret contracts, rules, rates and working conditions for members of the bargaining unit and the handling of all grievances arising out of service as a member of the bargaining unit is vested in the regularly constituted committee of the Teamster's Canada Rail Conference.

Notwithstanding anything contained in this agreement, any member of the bargaining unit may present his or her own personal grievance to the Company at any time.

No change will be made in the application of any rule contained in this agreement without consultation with the Union.

The Company recognizes the Teamsters Canada Rail Conference (the "Union") as the sole and exclusive bargaining agent for all of its employees classified as Locomotive Engineer, Conductor, Assistant Conductor, Baggageperson, Brakeperson, Car Retarder Operator, Yard Foreman, Yard Helper and Switchtender.

The use of masculine gender in the Collective Agreement includes the feminine and vice versa.

Language that is referenced as "Archived" remains in effect even though removed from this Collective Agreement book.

The Company and the Union acknowledge that they will support Employment Equity plans that have been developed in consultation with the Union to address employment.

The term "Trainperson" or "Trainman" as used in this Collective Agreement shall be understood to include Conductor, Baggageperson (Baggageman), Brakeperson (Brakeman), Road Service Employee (RSE), Road Service Helper (RSH).

The term "Yardperson" or "Yardman" shall be understood to include Yard Foreperson/Foreman (YF) and Yard Helper (YH), Yard Service Employee (YSE), Yard Service Helper (YSH) and Utility Yard Employee (UYE).

Employees whose service is covered by this Collective Agreement or their representatives will call to the attention of their designated Company Officer, any violation(s) of this Collective Agreement and, if necessary, the General Chairman will refer such matters and any question of interpretation which may arise, to the General Manager.

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# COMMON PROVISIONS

(Applicable to all crafts)

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## ARTICLE 1 - RATES OF PAY

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Note: 2022 Kaplan Award and Formerly 2018 MOS, 2015 Adams' Award & Agreed Upon Items, 2012 Kaplan & Agreed Upon Items, Articles 1 and 5 LE West and LE East and Articles 1, 12 and 25 CTY West and CTY East.

### QUICK REFERENCE

<b>2022 Pay Rates</b>					
Rates Per 100 Miles (or per 8hrs as indicated)					
<b>Road</b>					
<b>Engineers</b>	<b>East</b>	<b>West</b>		<b>Valley</b>	
Freight	\$253.70	\$254.50		\$257.15	
Work Train	\$253.70	\$272.34		\$274.99	
Wayfreight	\$263.17	\$264.25		\$266.90	
Road Switcher (per 8hr shift)	\$307.46	\$307.89		\$310.54	
<b>Conductors</b>	<b>East</b>	<b>Prairie</b>	<b>Laggan/ Mountain</b>	<b>Crowsnest to Nelson</b>	<b>BC</b>
Freight	\$227.33	\$227.33	\$228.69	\$227.46	\$227.33
Wayfreight	\$237.65	\$237.64	\$239.00	\$237.77	\$237.64
Road Switcher (per 8hr shift)	\$290.85	\$290.96	\$292.33	\$291.09	\$290.96
Road Service Employee	\$334.15				
Road Service Helper	\$306.40				
<b>Yard (per 8hr shift)</b>					
<b>Locomotive Engineer</b>	\$336.50				
<b>Yard Foreman</b>	\$324.72				
<b>Yard Helper</b>	\$296.47				
<b>P&amp;C Yard Service Employee</b>	\$334.16				
<b>P&amp;C Yard Service Helper</b>	\$306.41				

<b>2023 Pay Rates</b>					
Rates Per 100 Miles (or per 8hrs as indicated)					
<b>Road</b>					
<b>Engineers</b>	<b>East</b>	<b>West</b>		<b>Valley</b>	
Freight	\$262.58	\$263.41		\$266.15	
Work Train	\$262.58	\$281.87		\$284.61	
Wayfreight	\$272.38	\$273.50		\$276.24	
Road Switcher (per 8hr shift)	\$318.22	\$318.67		\$321.41	
<b>Conductors</b>	<b>East</b>	<b>Prairie</b>	<b>Laggan/ Mountain</b>	<b>Crowsnest to Nelson</b>	<b>BC</b>
Freight	\$235.29	\$235.29	\$236.69	\$235.42	\$235.29
Wayfreight	\$245.97	\$245.96	\$247.37	\$246.09	\$245.96
Road Switcher (per 8hr shift)	\$301.03	\$301.14	\$302.56	\$301.28	\$301.14
Road Service Employee	\$345.85				
Road Service Helper	\$317.12				
<b>Yard (per 8hr shift)</b>					
<b>Locomotive Engineer</b>	\$348.28				
<b>Yard Foreman</b>	\$336.09				
<b>Yard Helper</b>	\$306.85				
<b>P&amp;C Yard Service Employee</b>	\$345.86				
<b>P&amp;C Yard Service Helper</b>	\$317.13				

## **COMMON RATES OF PAY**

### **1.01 TRAIN LENGTH ALLOWANCE**

- (1) On territories on which the Company has implemented conductor-only train operations, Employees in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal:
- (2) Employees entering service prior to January 1, 2014 shall continue to be entitled to 100% of train length allowance and employees entering service on or subsequent to January 01, 2014 shall:
  - Upon achieving 6 months seniority be entitled to 25%; and,
  - Upon achieving 18 months seniority be entitled to 50%; and,
  - Upon achieving 30 months seniority be entitled to 75%; and,
  - Upon achieving 42 months seniority be entitled to 100% consistent with the chart below:

Train Length (Feet)	6 Months- 25%	18 Months- 50%	30 Months- 75%	42 Months and Above-100%
3,801 to 5,000	\$0.75	\$1.50	\$2.25	\$3.00
5,001 to 6,000	\$1.75	\$3.50	\$5.25	\$7.00
6,001 to 7,000	\$3.25	\$6.50	\$9.75	\$13.00
7,001 to 8,000	\$5.25	\$10.50	\$15.75	\$21.00
8,001 to 9,000	\$7.75	\$15.50	\$23.25	\$31.00
9,001 to 10,000	\$10.75	\$21.50	\$32.25	\$43.00
10,001 to 12,000	\$14.25	\$28.50	\$42.75	\$57.00
12,001 and over	\$23.75	\$47.50	\$71.25	\$95.00

**Note:** For CTY Graduated Rates of Pay, see clause 1.25.

### **1.02 LENGTH OF RUN ALLOWANCE**

- (1) Employees on trains on which no Brake person is employed will be paid the following allowance per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:
- (2) Employees entering service prior to January 1, 2014 shall continue to be entitled to 100% of length of run allowance and employees entering service on or subsequent to January 1, 2014 shall:
  - Upon achieving 6 months seniority be entitled to 25%; and,
  - Upon achieving 18 months seniority be entitled to 50%; and,
  - Upon achieving 30 months seniority be entitled to 75%; and,
  - Upon achieving 42 months seniority be entitled to 100% consistent with the chart below:

Distance (In Road Miles)	6 Months-25%	18 Months-50%	30 Months-75%	42 Months and Above-100%
100 or less	\$3.00	\$6.00	\$9.00	\$12.00
101 to 150	\$3.75	\$7.50	\$11.25	\$15.00
151 to 200	\$5.63	\$11.25	\$16.88	\$22.50
201 or more	\$7.50	\$15.00	\$22.50	\$30.00

This allowance will not be used to reduce guarantees.

**Note:** For CTY Graduated Rates of Pay, see clause 1.25.

**1.03 AUTOMOBILE MILEAGE ALLOWANCE**

Where automobile allowance is paid, such allowance shall be 37 cents per kilometer for the kilometers travelled via the most direct highway route.

**1.04 SHIFT DIFFERENTIAL**

Where an employee who commences a shift in yard or transfer service between 1430 and 2229 shall receive a shift differential of 75 cents per hour and an Employee who commences a shift in yard or transfer service between 2230 and 0629 shall receive a shift differential of \$1.00 per hour. Shift differentials shall not be used in the calculation of overtime nor shall they be paid for paid leave of absence from duty such as jury duty, vacations, General Holidays, etc.

**ENGINEERS RATES OF PAY**

**1.05 YARD SERVICE - Rate per day of eight hours or less.**

- (1) Engineer in charge of and responsible for more than one unit operated in his locomotive consist at any time during his shift will in addition to his other earnings for such shift be paid as below (Additional \$2.75 for 2<sup>nd</sup> Unit or additional \$5.52 for 3 or more Units).

	Jan 1, 2022	Jan 1, 2023
Single Unit	\$336.50	\$348.28
2 <sup>nd</sup> Unit	\$339.35	\$351.22
3 or More Units	\$342.21	\$354.19

**1.06 RULES QUALIFICATION**

(1) Employees attending RQ Training Day/ Training Program will be paid the daily rate specified below for each day in attendance at the training program according to the position regularly held by that employee at the time the training program is taken.

Class of Service	Jan 1, 2022	Jan 1, 2023
Yard	\$336.60	\$348.38
Road Switcher	\$345.35	\$357.44
Freight	\$330.62	\$342.19
Intermodal - Coquitlam	\$402.62	\$416.71
Intermodal - Calgary	\$380.50	\$393.81

**1.07 OTHER TRAINING - Rate per hour (4-Hour Minimum)**

(1) A Locomotive Engineer required to attend instruction classes other than Rules Qualifications training and who as a result thereof loses time, shall be compensated to the extent of the wages he would have earned during the period withheld from service for the purpose of attending such classes.

Class of Service	Jan 1, 2022	Jan 1, 2023
Yard	\$42.06	\$43.53
Road Switcher	\$43.19	\$44.70
Freight	\$41.34	\$42.78
Intermodal - Coquitlam	\$50.34	\$52.10
Intermodal - Calgary	\$47.58	\$49.24

**1.08 ENGINEER INSTRUCTORS**

- (1) Engineer Instructors training Locomotive Engineer trainees or providing familiarization shall receive the monetary equivalent of two hours pay per tour of duty at the class of service being performed.
- (2) Upon completion of the tour of duty, Instructors are required to complete and submit evaluation forms to the appropriate Company officer as required. The proper submission of the evaluation form(s) is required to claim the allowance.

**ENGINEERS WEST RATES OF PAY**

**1.09 FREIGHT SERVICE - Rates of pay per day of 100 miles.**

(1) Freight rates shall be paid for light engines, pushers, circus trains, trains of empty coaches and trains consisting solely of official Company coaches or Company Track Geometry cars.

POWER	Jan 1, 2022	Jan 1, 2023
1 Unit	\$254.50	\$263.40
2 Units	\$260.55	\$269.67
3 Units	\$266.70	\$276.03
4 Units	\$271.75	\$281.26
1 Unit of 3000 H.P. or over	\$255.49	\$264.43
Add for each additional Unit and/or activated Robot car	\$3.04	\$3.15
Minimum Rate where Applicable	\$249.68	\$258.42

**1.10 FREIGHT SERVICE VALLEY DIFFERENTIALS**

BETWEEN	AND
Alyth	Revelstoke
North Star	Kimberley
Crowsnest	Kingsgate
Crowsnest	Warfield
Revelstoke	Vancouver

(1) Per 100 miles or less; miles over 100 to be paid for pro rata. (2022 - \$2.65 and 2023 - \$2.74 shall be added to the rates shown in the following table according to class of engine.)

POWER	Jan 1, 2022	Jan 1, 2023
1 Unit	\$257.15	\$266.15
2 Units	\$263.20	\$272.41
3 Units	\$269.35	\$278.78
4 Units	\$274.40	\$284.00
1 Unit of 3000 H.P. or over	\$258.14	\$267.17
Minimum Rate where Applicable	\$252.33	\$261.16

1.11 **FREIGHT SERVICE CONDUCTOR-ONLY** - Rates of pay per day of 100 miles.

(1) On territories on which Conductor-Only train operations have been implemented, the following rates will be applicable in lieu of those quoted above.

	Jan 1, 2022	Jan 1, 2023
	\$265.45	\$274.74
Minimum Rate where applicable	\$249.68	\$258.42

1.12 **WAY-FREIGHT SERVICE** - Local or way freight service:

(1) Per 100 miles or less; miles run over 100 to be paid pro rata. (2022 - \$ 9.75, and 2023 - \$10.09 shall be added to the through freight rules according to class of engine.)

POWER	Jan 1, 2022		Jan 1, 2023	
		Valley		Valley
1 Unit	\$264.25	\$266.90	\$273.49	\$276.24
2 Units	\$270.30	\$272.95	\$279.76	\$282.50
3 Units	\$276.45	\$279.10	\$286.12	\$288.87
4 Units	\$281.50	\$284.15	\$291.35	\$294.09
1 Unit of 3000 H.P. or	\$265.24	\$267.89	\$274.52	\$277.27
Minimum Rate where Applicable	\$259.43	\$262.08	\$268.51	\$271.26

1.13 **ROAD SWITCHER SERVICE** - Rates of pay per day of eight hours or less. (2022 - \$43.65 and 2023 - \$45.17 above way freight rates.)

POWER	Jan 1, 2022		Jan 1, 2023	
		Valley		Valley
1 Unit	\$307.89	\$310.54	\$318.67	\$321.41
2 Units	\$313.95	\$316.60	\$324.93	\$327.68
3 Units	\$320.09	\$322.74	\$331.30	\$334.04
4 Units	\$325.15	\$327.79	\$336.53	\$339.27
1 Unit of 3000 H.P.	\$308.89	\$311.54	\$319.70	\$322.44
Minimum Rate where Applicable	\$303.08	\$305.73	\$313.69	\$316.43

1.14 **WORK TRAIN SERVICE** - Rates of pay per day of eight hours or less. (2022 - \$17.84 and 2023 - \$18.47 above freight rates.)

POWER	Jan 1, 2022		Jan 1, 2023	
		Valley		Valley
1 Unit	\$272.34	\$274.99	\$281.87	\$284.61
2 Units	\$278.39	\$281.04	\$288.14	\$290.88
3 Units	\$284.54	\$287.19	\$294.50	\$297.24
4 Units	\$289.59	\$292.24	\$299.73	\$302.47
1 Unit of 3000 H.P.	\$273.33	\$275.98	\$282.90	\$285.64
Minimum Rate	\$267.53	\$270.18	\$276.89	\$279.63

**ENGINEERS EAST RATES OF PAY**

1.15 **FREIGHT SERVICE** - Rates of pay per day of 100 miles.

POWER	Jan 1, 2022	Jan 1, 2023
1 Unit	\$253.70	\$262.58
2 Units	\$259.76	\$268.86
3 Units	\$265.73	\$275.03
4 Units	\$270.76	\$280.23
1 Unit of 3000 H.P. or over	\$254.77	\$263.68
Add for each additional Unit and/or activated Robot car	\$2.99	\$3.10
Minimum Rate where Applicable	\$249.53	\$258.26

1.16 **FREIGHT SERVICE CONDUCTOR-ONLY** - Rates of pay per day of 100 miles.

(1) On territories on which Conductor-Only train operations have been implemented, the following rates will be applicable in lieu of those quoted above.

	Jan 1, 2022	Jan 1, 2023
	\$264.62	\$273.88
Minimum Rate where applicable	\$249.53	\$258.26



1.17 **WAY-FREIGHT SERVICE** - Local or way freight service.

(1) Per 100 miles or less; miles run over 100 to be paid pro rata. (2022 - \$9.47 and 2023 - \$9.80 shall be added to the through freight rate according to class of engine.)

POWER	Jan 1, 2022	Jan 1, 2023
1 Unit	\$263.17	\$272.38
2 Units	\$269.23	\$278.66
3 Units	\$275.20	\$284.83
4 Units	\$280.23	\$290.03
1 Unit of 3000 H.P. or over	\$264.24	\$273.48
Minimum Rate where Applicable	\$259.00	\$268.06

1.18 **ROAD SWITCHER SERVICE** - Rates of pay per day of eight hours or less. (2022 - \$44.29 and 2023 - \$45.84 above way freight rates.)

POWER	Jan 1, 2022	Jan 1, 2023
1 Unit	\$307.46	\$318.22
2 Units	\$313.52	\$324.50
3 Units	\$319.48	\$330.67
4 Units	\$324.51	\$335.87
1 Unit of 3000 H.P. or over	\$308.52	\$319.32
Minimum Rate where Applicable	\$303.29	\$313.90

1.19 **HIGHEST UNIT RATING PAID**

(1) Where a different number of diesel units are used during a trip or day's work, the rate applicable to the highest number of units used by an Engineer at any one time shall be paid for the entire day or trip.

1.20 **COMBINATION SERVICE**

(1) Road Engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

## **CONDUCTORS RATES OF PAY**

### **1.21 STARTING RATES**

- (1) Starting rates for new employees who commence work in a Trainperson/Yardperson position on or subsequent to January 1, 2015, will be 95% of job rate, with job rate attained after 7 months of such cumulative compensated service. Effective January 1, 2015, all trainees will be at a minimum of 95% of the job rate.
- (2) In order to establish seven months of cumulative compensated service, an employee must, for the purposes of this clause, have worked and/or been available for service for 210 calendar days. The starting rate provisions take effect upon the successful completion of the respective training program.

### **1.22 STUDENT TRAINING ALLOWANCE**

- (1) Conductors/Yard foremen or trainmen/Yardmen who have been trained as Coaches and who are assigned as a coach shall receive the monetary equivalent of two hours pay at the class of service being performed per tour of duty or yard shift a trainee is trained. This allowance will only be paid to one Coach per tour of duty or yard shift. Trainmen not trained as a Coach will receive \$20.60 for Conductors/Yard foremen and \$13.39 for Trainmen/Yardmen per tour of duty or yard shift a trainee is trained. This provision shall also apply to Conductors/Yard Foremen and Trainmen/Yardmen providing familiarization.
- (2) Upon completion of the tour of duty, Instructors are required to complete and submit evaluation forms to the appropriate Company officer as required. The proper submission of the evaluation forms(s) is required to claim the allowance.
- (3) A Train Crew or Yard Crew who, during a tour of duty or shift, is required by the Company to provide training to individuals on trial trips while such individuals are in training as a new Trainperson/Yardperson, shall be paid the allowance specified in this clause in addition to their other earnings. While performing their customary duties, such Train and Yard crews will act as Field Supervisors indoctrinating the individual in training in the functions and responsibilities of Trainpersons/ Yardpersons under actual working conditions. On completion of each tour of duty or shift, the Conductor or Yard Foreperson, as the case may be, shall complete and submit a report on the areas in which instruction was imparted on a form supplied by the Company for this purpose. The allowance provided for herein shall not be included in calculating General Holiday pay.

**1.23 TRAINPERSON/ YARDPERSON/ LOCOMOTIVE ENGINEER TRAINEE**

- (1) Trainperson/Yardperson/Locomotive Engineer trainees engaged in a training program, on a continuous training basis, shall be compensated as follows:

Weekly Rate	2022	2023
New Hire to Trainperson/Yardperson	\$1,091.26	\$1,129.46
New Hire to Conductor/Yard Foreman	\$1,091.26	\$1,129.46
New Hire to Locomotive Engineer	\$1,091.26	\$1,129.46

**1.24 RULES QUALIFICATION**

- (1) Employees attending an RQ Training Day/ Training Program in accordance with this sub-clause 1.24(1) will be compensated on the following basis according to the position regularly held by that employee at the time the training program is taken.

Class of Service		
Yard Service	Jan 1, 2022	Jan 1, 2023
Yard Foreman	\$324.72	\$336.09
Yard Helper	\$296.47	\$306.84
Yard Service Employee	\$334.16	\$345.86
Yard Service Helper	\$306.35	\$317.07
Car Retarder Operator	\$337.55	\$349.37
Intermodal Conductor/Foreperson		
Coquitlam	\$370.21	\$383.17
Calgary	\$348.08	\$360.26
Road Service	Jan 1, 2022	Jan 1, 2023
Conductor, Roadswitcher	\$315.53	\$326.57
Brakeperson, Roadswitcher	\$281.34	\$291.19
Conductor, Freight	\$287.85	\$297.93
Brakeperson, Freight	\$253.70	\$262.58
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

- (2) Employees will be paid the daily rate specified above for each day in attendance at the training program.
- (3) Should an employee attending a training course be subject to the step rate provision contained in the Collective Agreement, the appropriate percentage of the above-noted rates will be paid.

## 1.25 GRADUATED RATES

(1) The graduated rates to be paid Conductors and Brakepersons shall be:

- 3601 to 4800 feet - 55 cents per 100 miles,
- Add 55 cents for each additional 1200 feet or portion

(2) Except on territory to which clause 1.01 Train Length Allowance applies, basic rates in all train service, other than passenger, shall be increased by the rates specified in this clause, according to the maximum train length, excluding locomotives, hauled at any one time on a road trip anywhere between initial starting point and point of final release.

**Note:** When trains are operated without a caboose, diesel locomotives will be included in calculating train length.

## CONDUCTORS WEST RATES OF PAY

### 1.26 FREIGHT SERVICE

(1) The rates of pay for Trainpersons in through and irregular freight, light running (engine and caboose), work (construction), helper (pusher) service on trains shall be:

#### **From Lake Louise and Nelson West**

100% (Per 100 Miles)	Jan 1, 2022	Jan 1, 2023
Conductor	\$227.33	\$235.28
Brakepersons	\$200.92	\$207.96
Required Brakepersons	\$210.97	\$218.36

95% (Per 100 Miles)	Jan 1, 2022	Jan 1, 2023
Conductor	\$215.96	\$223.52
Brakepersons	\$190.87	\$197.56
Required Brakepersons	\$200.43	\$207.44

#### **West of Crowsnest to Nelson**

100% (Per 100 Miles)	Jan 1, 2022	Jan 1, 2023
Conductor	\$227.46	\$235.42
Brakepersons	\$200.09	\$207.09
Required Brakepersons	\$210.08	\$217.44

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$216.09	\$223.65
Brakepersons	\$190.08	\$196.73
Required Brakepersons	\$199.58	\$206.56

**East of Lake Louise and Nelson (“Prairie Rates”)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$227.33	\$235.28
Brakepersons	\$199.95	\$206.95
Required Brakepersons	\$209.95	\$217.30

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$215.96	\$223.52
Brakepersons	\$189.95	\$196.60
Required Brakepersons	\$199.45	\$206.44

**Laggan/ Mountain Subdivisions (Alyth to Revelstoke)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$228.69	\$236.70
Brakepersons	\$202.27	\$209.35
Required Brakepersons	\$212.60	\$220.04

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$217.26	\$224.86
Brakepersons	\$192.16	\$198.88
Required Brakepersons	\$201.70	\$208.76

**1.27 WAY-FREIGHT SERVICE**

**From Lake Louise West and from Nelson West**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$237.64	\$245.95
Brakepersons	\$209.11	\$216.43
Required Brakepersons	\$219.56	\$227.25

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$225.75	\$233.66
Brakepersons	\$198.66	\$205.61
Required Brakepersons	\$208.58	\$215.88

**West of Crowsnest to Nelson**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$237.77	\$246.09
Brakepersons	\$208.26	\$215.55
Required Brakepersons	\$218.66	\$226.32

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$225.88	\$233.78
Brakepersons	\$197.85	\$204.78
Required Brakepersons	\$207.73	\$215.01

**East of Lake Louise and Nelson (“Prairie Rates”)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$237.64	\$245.95
Brakepersons	\$208.13	\$215.41
Required Brakepersons	\$218.53	\$226.18

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$225.75	\$233.66
Brakepersons	\$197.73	\$204.65
Required Brakepersons	\$207.60	\$214.87

**Laggan/ Mountain Subdivisions (Alyth to Revelstoke)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$239.00	\$247.37
Brakepersons	\$210.46	\$217.82
Required Brakepersons	\$220.91	\$228.64

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$227.05	\$234.99
Brakepersons	\$199.93	\$206.93
Required Brakepersons	\$209.87	\$217.21

1.28 **ROAD SWITCHER SERVICE** – Rate per day of eight (8) hours or less. (Conductors 2022 - \$53.32, and 2023 -\$55.19 and Required Brakepersons 2022 - \$43.55 and 2023 -\$45.08 above the daily rate for way-freight service.)

**From Lake Louise to Nelson West**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$290.96	\$301.14
Required Brakepersons	\$263.12	\$272.33
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$276.41	\$286.08
Required Brakepersons	\$249.96	\$258.71
Road Service Employee	\$317.44	\$328.56
Road Service Helper	\$291.08	\$301.27

**West of Crowsnest to Nelson**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$291.09	\$301.28
Required Brakepersons	\$262.22	\$271.39
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$276.53	\$286.21
Required Brakepersons	\$249.11	\$257.83
Road Service Employee	\$317.44	\$328.56
Road Service Helper	\$291.08	\$301.27

**East of Lake Louise and Nelson (“Prairie Rates”)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$290.96	\$301.14
Required Brakepersons	\$262.08	\$271.26
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$276.41	\$286.08
Required Brakepersons	\$248.98	\$257.69
Road Service Employee	\$317.44	\$328.56
Road Service Helper	\$291.08	\$301.27

**Laggan/ Mountain Subdivisions (Alyth to Revelstoke)**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$292.33	\$302.56
Required Brakepersons	\$264.46	\$273.72
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$277.70	\$287.42
Required Brakepersons	\$251.25	\$260.04
Road Service Employee	\$317.44	\$328.56
Road Service Helper	\$291.08	\$301.27



1.29 **YARD SERVICE** - Rate per day of eight hours or less.

<b>100%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2022</b>			
Car Retarder Operator	\$337.55	\$42.195	\$63.292
Yard Foreperson	\$324.72	\$40.591	\$60.886
Yard Helper	\$296.47	\$37.058	\$55.588
Switchtender	\$265.28	\$33.160	\$49.741
P&C Yard Service	\$334.16	\$41.771	\$62.656
P&C Yard Service Helper	\$306.41	\$38.301	\$57.452
<b>January 1, 2023</b>			
Car Retarder Operator	\$349.37	\$43.672	\$65.508
Yard Foreperson	\$336.09	\$42.011	\$63.017
Yard Helper	\$306.84	\$38.355	\$57.533
Switchtender	\$274.57	\$34.321	\$51.482
P&C Yard Service Employee	\$345.86	\$43.232	\$64.849
P&C Yard Service Helper	\$317.14	\$39.642	\$59.463

<b>95%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2022</b>			
Car Retarder Operator	\$320.67	\$40.085	\$60.127
Yard Foreperson	\$308.48	\$38.560	\$57.840
Yard Helper	\$281.64	\$35.206	\$52.809
Switchtender	\$252.01	\$31.501	\$47.252
P&C Yard Service	\$317.46	\$39.682	\$59.523
P&C Yard Service Helper	\$291.09	\$36.386	\$54.580
<b>January 1, 2023</b>			
Car Retarder Operator	\$331.90	\$41.487	\$62.232
Yard Foreperson	\$319.28	\$39.910	\$59.864
Yard Helper	\$291.50	\$36.438	\$54.657
Switchtender	\$260.83	\$32.604	\$48.906
P&C Yard Service Employee	\$328.57	\$41.071	\$61.606
P&C Yard Service Helper	\$301.28	\$37.660	\$56.490

1.30 **OTHER TRAINING - Rate Per Hour (4-Hour Minimum)**

Class of Service		
<b>Yard Service</b>		
	Jan 1, 2022	Jan 1, 2023
Yard Foreman	\$40.60	\$42.02
Yard Helper	\$37.06	\$38.36
Yard Service Employee	\$41.77	\$43.23
Yard Service Helper	\$38.30	\$39.64
Car Retarder Operator	\$42.20	\$43.67
Intermodal Conductor/Foreman		
Coquitlam	\$46.32	\$47.94
Calgary	\$43.54	\$45.07
<b>Road Service</b>		
	Jan 1, 2022	Jan 1, 2022
Conductor, Roadswitcher	\$39.46	\$40.85
Brakeman, Roadswitcher	\$35.17	\$36.40
Conductor Freight	\$36.00	\$37.26
Brakeman Freight	\$31.70	\$32.81
<b>Commuter Service</b>		
	Jan 1, 2022	Jan 1, 2022
Conductor Vancouver	\$50.54	\$52.31
Conductor & Assistant	\$36.00	\$37.26
Brakeman	\$31.70	\$32.81

- (1) Should an employee attending a training course be subject to the step rate provision contained in the Collective Agreement, the appropriate percentage of the above-noted rates will be paid (Refer to Article 27.)

**CONDUCTORS EAST RATES OF PAY**

**1.31 FREIGHT SERVICE**

(1) The rates of pay for Trainpersons in through and irregular freight, light running (engine and caboose), work (construction), helper (pusher) service on trains shall be:

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$227.33	\$235.28
Brakepersons	\$199.95	\$206.95
Required Brakepersons	\$209.95	\$217.30

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$215.96	\$223.52
Brakepersons	\$189.95	\$196.60
Required Brakepersons	\$199.45	\$206.44

**1.32 WAY FREIGHT SERVICE**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$237.65	\$245.96
Brakepersons	\$208.10	\$215.38
Required Brakepersons	\$218.50	\$226.15

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$225.76	\$233.67
Brakepersons	\$197.70	\$204.61
Required Brakepersons	\$207.57	\$214.83

**1.33 ROAD SWITCHER SERVICE – Rate per day of eight (8) hours or less.**

100%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$290.85	\$301.02
Brakepersons	\$251.60	\$260.40
Required Brakepersons	\$264.16	\$273.41
Road Service Employee	\$334.15	\$345.84
Road Service Helper	\$306.40	\$317.13

95%	Jan 1, 2022	Jan 1, 2023
(Per 100 Miles)		
Conductor	\$276.30	\$285.97
Brakepersons	\$239.02	\$247.39
Required Brakepersons	\$250.96	\$259.74
Road Service Employee	\$317.44	\$328.56

1.34 **YARD SERVICE** - Rate per day of eight hours or less.

100%	RATE PER DAY	PRO RATA	TIME & ONE HALF
January 1,2022			
Car Retarder Operator	\$337.55	\$42.195	\$63.292
Yard Foreperson	\$324.72	\$40.591	\$60.886
Yard Helper	\$296.47	\$37.058	\$55.588
Switchtender	\$265.28	\$33.160	\$49.741
P&C Yard Service	\$334.16	\$41.771	\$62.656
P&C Yard Service Helper	\$306.41	\$38.301	\$57.452
January 1, 2023			
Car Retarder Operator	\$349.37	\$43.672	\$65.508
Yard Foreperson	\$336.09	\$42.011	\$63.017
Yard Helper	\$306.84	\$38.355	\$57.533
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P&C Yard Service	\$345.86	\$43.232	\$64.849
P&C Yard Service Helper	\$317.14	\$39.642	\$59.463

95%	RATE PER DAY	PRO RATA	TIME & ONE HALF
January 1, 2022			
Car Retarder Operator	\$320.67	\$40.085	\$60.127
Yard Foreperson	\$308.48	\$38.560	\$57.840
Yard Helper	\$281.64	\$35.206	\$52.809
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P&C Yard Service	\$317.46	\$39.682	\$59.523
P&C Yard Service Helper	\$291.09	\$36.386	\$54.580
January 1, 2023			
Car Retarder Operator	\$331.90	\$41.487	\$62.232
Yard Foreperson	\$319.28	\$39.910	\$59.864
Yard Helper	\$291.50	\$36.438	\$54.657
Switchtender	\$260.83	\$32.604	\$48.906
P&C Yard Service	\$328.57	\$41.071	\$61.606
P&C Yard Service Helper	\$301.28	\$37.660	\$56.490

1.35 **OTHER TRAINING** - Rate Per Hour (4-Hour Minimum)

Class of Service		
Yard Service	Jan 1, 2022	Jan 1, 2023
Yard Foreman	\$40.60	\$42.02
Yard Helper	\$37.06	\$38.36
Yard Service Employee	\$41.77	\$43.23
Yard Service Helper	\$38.30	\$39.64
Car Retarder Operator	\$42.20	\$43.67
Road Service	Jan 1, 2022	Jan 1, 2023
Conductor, Roadswitcher	\$39.46	\$40.85
Brakeman, Roadswitcher	\$35.17	\$36.40
Conductor Freight	\$38.84	\$40.20
Brakeman Freight	\$34.18	\$35.37
Commuter Service	Jan 1, 2022	Jan 1, 2023
Conductor & Assistant Conductor	\$38.85	\$40.21
Brakeman & Baggage man	\$34.18	\$35.37

- (1) Should an employee attending a training course be subject to the step rate provision contained in the Collective Agreement, the appropriate percentage of the above-noted rates will be paid (Refer to Article 27).

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**ARTICLE 2 - FIXED MILEAGE METHOD OF PAY**

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Note: Formerly clauses 1.18 LE West; 1.16 LE East; 1.24 CTY West; and 1.18 CTY East

- 2.01 The Fixed Mileage Method of Pay will apply to employees who successfully complete a working tour of duty in unassigned through freight service between the stations listed in 2.07 below.
- 2.02 In either Straightaway Service or TCS, employees will claim the corresponding fixed mileage and buffer payment if applicable. Subject to Archived 2.17 fixed mileages do not apply to Deadheading or Combination Service.
- 2.03 Employees claiming payment under the Fixed Mileage Method of Pay will be entitled to a buffer payment when the total initial and final terminal time exceeds the threshold corresponding to the fixed mileage for their tour of duty.
- Note:** Thresholds are based upon average initial and final times plus an additional sixty (60) minutes for all terminals except for trains in and out of Coquitlam, Mayfair, Port Moody, Sapperton, Vancouver, Alyth, Winnipeg, Montreal, Toronto, Detroit and Buffalo, which will be seventy-five (75) minutes.
- 2.04 Final time, for the purpose of buffer payments, will commence when the locomotive reaches the outer main track switch or designated point at the final terminal. Should train be delayed at or inside semaphore or yard limit board, for any reason, or behind another train similarly delayed, final time shall be computed for the buffer entitlement from the time train reached that point.
- 2.05 Initial time, for the purposes of buffer payments, will commence at the time required to report for duty until departure of locomotive from outer main track switch (OMTS) or designated point at the initial terminal.
- 2.06 The buffer payment applies to all time in excess of the threshold and will be calculated, on a minute basis, at a rate of 12 1/2 miles per hour.
- 2.07 Payment under the Fixed Mileage Method of Pay system will be made at the applicable rate of pay on the following runs referred to on the next page:



<b>BETWEEN</b>	<b>AND</b>	<b>FIXED MILEAGE</b>	<b>THRESHOLDS (MINUTES)</b>
Thunder Bay	Ignace	165	169
Ignace	Kenora	160	144
Kenora	Winnipeg	152	215
Winnipeg	Emerson	134	308
Winnipeg	Minnedosa	167	264
Winnipeg	Brandon	161	234
Minnedosa	Bredenbury	147	209
Brandon	Estevan	204	275
Brandon	Broadview	147	151
Moose Jaw	Broadview	155	173
Moose Jaw	Swift Current	131	176
Moose Jaw	Assiniboia	134	287
Moose Jaw	Outlook	154	235
Moose Jaw	North Portal	207	261
Wynyard	Bredenbury	145	216
Wynyard	Kelvington	123	170
Wynyard	Regina	167	180
Sutherland	Wynyard	137	203
Sutherland	Regina	205	208
Sutherland	Lac Vert	163	165
Sutherland	Wilkie	135	223
Wilkie	Hardisty	161	209
Wilkie	Lloydminster	138	230
Hardisty	Red Deer	193	228
Medicine Hat	Swift Current	165	163
Swift Current	Dunmore	165	163
Lethbridge	Dunmore	154	209
Medicine Hat	Lethbridge	154	209
Medicine Hat	Alyth	200	219
Lethbridge	Alyth	156	271
Alyth	Red Deer	129	252
Alyth	Field	166	227
Red Deer	South Edmonton	125	204
Lethbridge	Crowsnest	123	215
Cranbrook	Crowsnest	135	214
Cranbrook	Golden	177	197
Fort Steele	Golden	168	214
Revelstoke	Field	148	177
Revelstoke	Kamloops	153	187
Kamloops	North Bend	150	213
Coquitlam	North Bend	152	261
Port Moody	North Bend	165	323
Sapperton	North Bend	165	323
Mayfair	North Bend	165	323
Vancouver	North Bend	179	394
Roberts Bank	North Bend	166	241
Mactier	Cartier	179	153

<b>BETWEEN</b>	<b>AND</b>	<b>FIXED MILEAGE</b>	<b>THRESHOLDS (MINUTES)</b>
Sudbury	Sault Ste. Marie	197	155
Chapleau	Cartier	158	187
Chapleau	White River	150	179
Schreiber	White River	136	170
Schreiber	Thunder Bay	149	180
Hamilton	Buffalo	128	285
Hamilton	Niagara Falls	126	259
London	Detroit (Detroit Rest house)	161	324
London	Detroit (Windsor Rest house)	170	369
London	Detroit (Detroit Rest house)	152	265
London	Windsor (Windsor Rest house)	143	220
Toronto	London	146	293
Toronto	Mactier	166	274
Toronto	Smiths Falls	227	234
Toronto	Hamilton Via CN Joint Section	127	367
Toronto	Hamilton Via Galt/Ham Subd.	141	312
Oshawa	Hamilton Via CN Joint Section	127	361
Oshawa	Hamilton Via Galt/Ham Subd.	141	312
Smiths Falls	St. Luc	168	317
Smiths Falls	Hochelaga	181	377
Smiths Falls	Ste. Therese	172	227

2.08 The Fixed Mileage Method of Pay is based upon the following:

- (1) Actual running miles of subdivision
- (2) Average initial time and final time(s)
- (3) T&J and designated pay point times
- (4) Road overtime (East of Thunder Bay)
- (5) Miles generated performing wayfreight service enroute

2.09 The items listed in clause 2.08 may not be claimed in addition to the Fixed Mileage Method of Pay. Other payments not listed in clause 2.08 will be paid in addition to the fixed mileage for the tour of duty.

2.10 Either party may request a formal review of any established Fixed Mileage and associated Threshold. Such requests must be advanced from a TCRC General Chairman(men) to the respective District General Manager or vice versa. Local Chairmen and Local Company Operating Officers are not authorized to negotiate Fixed Mileage and associated Threshold adjustments.

2.11 Reviews may be requested twice yearly, at least one month in advance of the general advertisement of assignments, and will be conducted in the following manner:

- (1) An agreed upon sample of wage claims will be generated through CMA.
- (2) Recalculation of the Fixed Mileage and associated Threshold will be in accordance with the criteria set out in clause 2.08 above.

(3) Variances of more than fifteen minutes from existing terminal times built into the Fixed Mileage will result in appropriate adjustments.

2.12 Except when required by clause 2.15, adjustments to Fixed Mileages and Thresholds will be made as follows:

Adjustment Upward if:

(1) Terminal time consistently increases on average because of additional work or yard congestion.

(2) Operational changes result in an ongoing increase of average terminal times.

Adjustment Downward if:

(1) A capital investment such as two tracking, signaling, or expanded capacity expedites trains in and out of terminals, and thus reduces time occupied.

(2) Operational changes result in an ongoing decrease of average terminal times.

No Adjustment if:

(1) Terminal times are impacted by employee performance or seasonal fluctuations.

2.13 Each fixed mileage claim will result in one additional mile being added to the buffer fund.

2.14 The fund will finance buffer payments. At December 31 of each year, the Company will pay out all unused buffer funds to the TCRC for distribution to their respective memberships.

2.15 The Union and the Company will monitor the fund on an ongoing basis, and will take corrective action before the fund is depleted, which may include:

(1) Performing a review of the fixed mileages and associated thresholds as outlined in clauses 2.10 and 2.11.

(2) Adjustments of the thresholds

(3) Increased buffer fund contributions.

2.16 Other train operations may be assigned Fixed Mileages subject to the approval of the District General Manager and the General Chairman(men). When so established, they will be calculated using the same criteria outlined in clause 2.08.

2.17 Archived (Formerly Article 1.18 (17) LE West, 1.16 (17) LE East, Article 1.24 (17) CTY West, 1.18 (17) CTY East).

2.18 Should the Company utilize a Brakeperson(s) in a non-required position on a fixed mileage train crew, all members of that crew, including the non-required Brakeperson(s), will receive all wages and benefits pursuant to the Conductor-Only agreement as though they did not form part of that crew.

Brakepersons will only be considered as required when their presence will permit the crew to perform work beyond that which a Conductor-Only crew is confined to.



November 21, 2004

Mr. D. Able  
General Chairman- Engineers West  
Teamsters Canada Rail Conference  
Suite 309, 8989 Macleod Tr S  
Calgary AB T2H0M2

Mr. D. Finnson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference  
Suite 309, 8989 Macleod Tr S  
Calgary AB T2H0M2

Mr. R. Hewitt  
General Chairman- Engineers East  
Teamsters Canada Rail Conference  
173 Simcoe Street N  
Oshawa ON L1G4S8

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference  
55 Annonciation  
Oka PQ J0N1E0

Dear Sirs:

This is in regards to concerns you raised during bargaining pertaining to the application of Conductor-only premium payments when fixed mileage crews are called with a non-required brakeman and a number of outstanding grievances on this topic.

At issue was whether Conductor-only premium payments are applicable when a fixed mileage crew is called with a non-required brakeman but is paid the dual method of pay because they did not reach the objective terminal. Reference articles Trainmen West 1.24(18), Engineers East 1.16(18), Engineers West 1.18(18) and Trainmen East (Method of Pay change document).

During our conversations it was confirmed that the original intent of the language concerning this issue when negotiated during the Method of Pay discussions was that payment would apply when an non-required trainman was called with a Fixed mileage crew regardless of whether or not that crew, with a fixed mileage run profile, was paid the fixed mileage.

Given the above, it was agreed that current outstanding grievances on this matter would be resolved according to this interpretation and that this application would apply in the future.

Yours truly,

Jason Copping  
Director, Industrial Relations

I Concur:

(Sgd) D. Able  
Mr. D. Able  
General Chairman- Engineers West

(Sgd) D. Finnson  
Mr. D. Finnson  
General Chairman- Trainmen West

(Sgd) Mr. R. Hewitt  
General Chairman- Engineers East

(Sgd) Mr. D. Genereux  
General Chairman- Trainmen East

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**ARTICLE 3 - OFF MAIN CLAIMS**

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Note: From 2018 MOS; Article 15 LE; 14 CTY West; and clause 12.03 CTY East

Refer to Letter Section for [Letter Re: Off-Mainline Conductor Only Premium Payment Enroute](#)

- 3.01 In all classes of Road Service, except Road Switcher and work train service, when engine is run more than one mile off main track, mileage or hours made, whichever is the greater, will be paid for in addition to pay for the trip and paid for at the rate of class of service performed.
- 3.02 A side trip on a branch line shown in the timetable as a subdivision does not constitute running off the main track.
- 3.03 The Arbitrators Award (CROA 4531) concerning OM payments at Vaughn will be recognized.

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**ARTICLE 4 - TURNAROUND & JUNCTION POINTS**

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Note: From 2018 MOS; formerly sub-clause 12.03(1), clause 12.06, and clause 12.07 CTY West.

4.01 **BASIC DAY STRAIGHTAWAY AND TURNAROUND SERVICE**

In all freight, mixed, unassigned passenger, light running (engine and caboose), pusher and helper service, 100 miles or less, 8 hours or less, constitute a day's work, exclusive of payment for switching, initial terminal detention and time at turnaround points.

4.02 **PAYMENT OF TURNAROUND POINTS – TURNAROUND SERVICE**

When trains are turned at intermediate points, all time at turnaround point or points, including the initial terminal when turning at that point in accordance with clause 47.02 paragraph 3, clause 48.06, sub-clause 68.01(2) paragraph 5 and sub-clause 73.02(4), from arrival at the location, until departure from the outer main track switch (designated point), or when deadheading commences, will be paid on the basis of 12-1/2 miles per hour at the rate of class of service performed.

4.03 **PAYMENT AT JUNCTION POINTS**

Employees required to set off, switch or pick up at Canadian Pacific Junction points will be paid on the basis of 12-1/2 miles per hour at the rate of class of service performed from time of arrival at location until departure from outer main track switch (designated point) or when deadheading commences. When necessary to double over in meeting a train or allowing another train to pass, this will not be considered as switching.

If picking up or setting out a diesel unit or units is the only service performed, the provisions of this clause will not apply. The term "unit or units" means a unit or units that were operated or are to be operated by the Engineer on the run on which the service is performed.

At stations where the actual junction point is within 2 miles of the outer switches, payment for junction switching will be allowed. All time paid for under this clause will be paid for in addition to pay for the trip but will be deducted in computing overtime.

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**ARTICLE 5 - PICKING UP AND SETTING OUT UNITS**

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Note: From 2007 MOS; Formerly clause 5.06 LE West and East.

**5.01 PICKING UP AND SETTING OUT DIESEL UNITS IN ROAD SERVICE**

- (1) Effective January 1, 2009, employees in Assigned and Unassigned Road Freight Service who are required to set out, pick up or switch locomotive(s) which involves the making or breaking of connection between the locomotives or robotizing and/or conventionalizing by the train crew at initial, final and enroute locations will be paid 10 miles at pro rata rates. Payment does not apply to Road Switchers, Yard Service Crews and Assigned Work trains.
- (2) This payment does not apply when taking an engine/consist from the shop or other track and coupling onto the train or for putting engine/consist away on the shop or other track.
- (3) Only one payment for locomotive switching applies at any location.
- (4) This payment will not apply at locations where switching is paid under Conductor-only provisions.
- (5) Miles earned under this clause will be considered non-chargeable.

Examples:

I arrive at the final terminal, set out units on the lead and put the remainder of the consist back on the train or another track. Does payment apply? Yes.

I arrive at the final terminal in combination service and am being paid the dual method of pay. I switched out a locomotive at the initial terminal. How am I paid at the initial terminal? You are paid the Locomotive payment at the initial terminal, plus initial terminal time as long as no Conductor-only claim was made at the initial terminal.

I pick up my consist from the shop track, lift one locomotive within the terminal before departing. Does payment apply? Yes.

I pick up my consist from the shop track, lift one locomotive within the terminal before departing the terminal. En route, I set off the locomotive. Does payment apply? Yes, you are eligible for two payments; one at the initial terminal and one at the enroute location assuming Conductor-only claim does not apply at the locations.

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**ARTICLE 6 - DEADHEADING**

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Note: 2015 Adams' Award; Formerly clause 5.02 LE West and East and Articles 24 and 59 CTY West and East.

**ROAD SERVICE DEADHEADING****6.01 STRAIGHTAWAY DEADHEADING AND COMBINATION DEADHEADING**

- (1) A spare Locomotive Engineer and/or Trainperson deadheaded to the terminal of a regular assignment or to the point at which a work train is laid up to relieve on that assignment or work train will not be regarded as in combination service and will be paid not less than a minimum day.
- (2) Locomotive Engineer and/or Trainperson will not be entitled to claim deadheading in the exercise of seniority rights thereof, as a result of having achieved their maximum monthly mileage limitation, in connection with work which has been bulletined and has been bid and claimed, or where they are forced to fill an assignment due to no applications having been received. Otherwise deadheading shall be paid.
- (3) When deadheading is required, the first out Locomotive Engineer and/or Trainperson will be called to deadhead and will hold their turn at the away from home terminal, except as provided in this Article. The first out Locomotive Engineer and/or Trainperson, who are required to deadhead, will be called to report for duty at a definite time which may be later than the reporting time of the crew that is to operate the train. In these circumstances those ordered to deadhead will not be considered run-around.
- (4) When a Locomotive Engineer and/or Trainperson is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or other public transportation is not available and a Locomotive Engineer and/or Trainperson is authorized to use his private automobile, they will be reimbursed at the automobile mileage allowance rate (clause 1.03.)

**6.02 STRAIGHTAWAY**

- (1) Locomotive Engineers and Trainpersons required by the Company to deadhead from one terminal to another, irrespective of the manner in which the deadheading is done, shall be paid on the basis of 12 1/2 miles per hour (and overtime earned if any) at the through freight rate. Time to be calculated from time ordered for until arrival at objective terminal. Except as provided below not less than 8 hours will be paid.

**6.03 COMBINATION**

- (1) Locomotive Engineers and Trainpersons required by the Company to deadhead to an intermediate point and then going from such point to a terminal in either straightaway or turn service or going into work train service for the balance of the day, or vice versa, will be paid for the combination deadheading and working service as follows:

- (2) When deadheading precedes working service the deadheading payment will be continuous from time ordered for until working service actually begins; when deadheading follows working service, payment for working service will continue until deadheading commences.
- (3) When deadheading and working service is combined in a continuous tour of duty, not less than a minimum day at the highest rate applicable in the combination will be allowed. For deadheading other than between terminals and when combination service is not performed the compensation for such deadheading shall not be less than a minimum day.

#### 6.04 **DEADHEADING ON REMOTES**

- (1) There shall be no deadheading on mid-train remote locomotives.
- (2) Deadheading on tail-end remote locomotives is permitted provided Emergency Evacuation Procedures equivalent to those applicable to head-end or lead consist are followed for the following four tunnels: Detroit, Spiral, MacDonald, and Connaught.

#### 6.05 **CTY EAST APPLICATION - DEADHEADING**

- (1) Trainpersons required by the Company to deadhead to staff additional assignments which might otherwise be taken at the home terminal will be paid for such deadheading and will be similarly paid for deadheading to home terminal when such assignments are abolished. In other cases Trainpersons deadheading to take bulletined assignments in the exercise of their seniority rights or when returning to their home terminal upon such assignments being abolished, will not be paid for deadheading.
- (2) A crew returned deadhead to their original terminal in accordance with Clause 6.03 – Combination Deadheading will stand second out to the crew in charge of the train on which the crew being returned was deadheaded, unless they stood first out at the distant terminal, in which event they will also stand first out at the original terminal.
- (3) When crews as above are returned deadhead, or with light engine and caboose, or other suitable car, Article 71 (formerly Article 14 CTY East) will not apply.

#### **YARD SERVICE DEADHEADING**

Note: Formerly Article 59 CTY West & East.

#### **CTY WEST APPLICATION**

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



- 6.07 When, under the 5 day work week, the Company is compelled to order Yardpersons to go to a subsidiary or outlying point because (1) no Spareboard has been established there, and (2) sufficient regular relief assignments cannot be set up to take care of all "days off", resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will co-operate in working out suitable arrangements in individual cases with a view to providing relief at minimum expense to the Company. A Yardperson exercising seniority to a job or assignment will not be paid deadheading.
- 6.08 When a Yardperson is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or other public transportation is not available and Yardperson is authorized to use their private automobile, they will be reimbursed at the automobile allowance rate, clause 1.03.

### **CTY EAST APPLICATION**

- 6.09 Yard employees deadheading or travelling passenger will be paid at their regular hourly rates, with minimum of one day's pay, unless they are used in other service on the same day, in which case they will be paid not less than one day's pay for the combined service. Overtime pro rata.
- 6.10 When, under the five-day work week, the Company is compelled to order yard employees to go to a subsidiary or outlying point because (1), no spare board has been established there and (2) sufficient regular relief assignments cannot be set up to take care of all "days off", resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will cooperate in working out suitable arrangements in individual cases with a view to providing relief at minimum expense to the Company. A yard employee exercising seniority to a job or assignment will not be paid deadheading.
- 6.11 When a yard employee is ordered to deadhead on pay, the company will provide or arrange for transportation. When rail or other public transportation is not available and a yard employee is authorized to use his or her private automobile, he or she will be reimbursed at the automobile allowance rate specified in clause 1.03.

### **DEAD ENGINE - Archived**

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**ARTICLE 7 - TURNAROUND COMBINATION SERVICE**

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Note: Formerly sub-clauses 5.02 (7) – (18) LE West and East and clauses 24.07- 24.18 CTY West and East.

Refer to Letter Section for [Turnaround Combination Service Questions & Answers](#)

**7.01 TURNAROUND COMBINATION SERVICE**

- (1) Locomotive Engineer and/or Trainperson in through freight service will be run first in - first out.
- (2) Locomotive Engineers and/or Trainpersons in unassigned service called for a straightaway trip and released from duty at the away from home terminal of that trip will not be run-around by unassigned Locomotive Engineers and/or Trainperson called for turnaround combination service over the same route except as provided in sub-clause 7.01 (3) below.
- (3) In instances when the Company contemplates the use of turnaround combination service, and a crew is enroute to the away from home terminal in straightaway service, the crew shall be required to inform the Rail Traffic Controller, when asked, if they will be able to protect operating requirements at the away from home terminal. The Rail Traffic Controller will be required to identify the anticipated type of train, expected work at the away from home terminal and/or enroute, an estimated order time at the away from home terminal and an estimated time of arrival for the train they are on when contacted by the Rail Traffic Controller. In responding, the crew shall notify the Rail Traffic Controller if rest will be required upon arrival at the away from home terminal and such notification shall not be changed, unless necessitated by unforeseen circumstances unknown at the time questioned, that may delay the normal progression of the employee's train or the train being connected with by more than two hours.

If the crew will not commit when so requested by the RTC, another crew will be ordered in TCS and the provisions of first in and first out shall not apply.

- (4) When sufficient Locomotive Engineers and/or Trainpersons are available to protect operating requirements at the away from home terminal, employees shall not be called in turnaround combination service. Employee availability at that away from home terminal, shall take into account such factors as personal rest booked, if any, Mandatory Time Off Duty and/or Hours of Service regulations or as otherwise provided herein.
- (5) Locomotive Engineer and/or Trainperson called in turnaround combination service, will be ordered from the home terminal to the away from home terminal. Employees working in turnaround combination service cannot book rest, as provided for by the existing, applicable collective agreement(s), within the 12 hours provided for in sub-clause 7.01 (7) below.
- (6) Locomotive Engineer and/or Trainperson called in turnaround combination service on other than freight trains will be compensated on a minute basis with no minimum payment for deadheading.

- (7) Except as provided in sub-clause 7.01 (8), in turnaround combination service every effort must be made to have employees off duty at the home terminal within 12 hours of reporting for duty. Should the employee(s) not be in and off duty within 12 hours, all deadheading shall be paid for on the basis of 12 1/2 miles per hour (and overtime earned if any) at the through freight rate for the actual time occupied, but not less than 8 hours.
- (8) A crew called in turnaround combination service who works to the away from home terminal and does not stand first out at the time deadheading would commence, will have their call changed to straightaway service and will be paid accordingly. The crew will then be placed in the pool at the away from home terminal in their proper order at which time they may book rest. Under such circumstance and depending on operating requirements, it may be appropriate to deadhead the first out crew to the home terminal.

A crew called in turnaround combination service who deadheads to the away-from-home terminal and who are not first out upon arrival will be advised by the RTC if held in TCS service for a subsequent train. Should that crew not be so held, their call will be changed to straightaway service and they will be paid accordingly. The crew will be released and placed in the pool at the away-from-home terminal in their proper order at which time rest may be booked.

- (9) When deadheading precedes working service, employees ordered in TCS will be paid deadheading on a continuous time basis until working service commences. Upon arrival at the away-from-home terminal the crew is to contact the Rail Traffic Controller advising of the time of arrival. Working service will commence upon arrival at the away-from-home terminal keeping the principles of the first in, first out rules and the content of sub-clause 7.01 (8) of this Article intact.

When a crew is called in TCS to deadhead, preceding or following working service and is compensated on the basis of the Fixed Mileage Basis of Pay rules, claims on the minute basis, account a TCS crew deadheading in the same vehicle as another crew, due to the thresholds being exceeded, shall be paid by the Company rather than drawing on the buffer fund.

When deadheading follows working service the crew will remain in working service until deadheading commences. When working service precedes deadheading, switching will be limited at Montreal, Toronto, Thunder Bay, Winnipeg and Calgary to the work which can currently be performed pursuant to Articles 47 and 48, sub-clauses 47.15 (1) and (3), 48.02 (1) and 48.09 (1) and Articles 67 and 68, sub-clauses 67.02 (2) and (4), and clauses 68.07 and 68.19 of this agreement.

When a crew is called in TCS to deadhead, preceding or following working service and is compensated on the basis of the Fixed Mileage Basis of Pay rules, claims on the minute basis, account a TCS crew deadheading in the same vehicle as another crew, due to the thresholds being exceeded, shall be paid by the Company rather than drawing on the buffer fund.

The working portion of the TCS claim will be paid on the basis of the Fixed Mileage Method of Pay for that particular trip, provided the crew completes the working tour of duty according to the Fixed Mileage Method of Pay rules.

If the working portion is not completed, or if there is no Fixed Mileage Method of Pay established for the tour of duty, then payment for the working portion of the trip will be in accordance with the dual method of calculating pay. Employees will be paid for the working service on a continuous time basis from the time working service commences until departure from the OMTS or designated point. For the purposes of the application of Conductor-Only train operations, the turnaround point will be considered as a stop enroute. When switching is performed crews will be compensated for the time switching at the turnaround point with a minimum payment of one (1) hour.

**LE EAST APPLICATION - Note:** Existing rules and practices contained in the existing Collective Agreement(s) will continue to apply unless they are in direct conflict with this provision. Insofar as they are in direct conflict, the provisions of this Article will supersede the provisions of the Collective Agreement(s) covering rates of pay and rules governing through freight crews.

- (10) Locomotive Engineer and/or Trainperson will not be called in turnaround combination service when objective terminal or turnaround point is short of the away from home terminal.
- (11) Archived Special Hardship
- (12) In order to reduce TCS calls, subject to the approval of the respective General Chairman(men) and General Manager, and with prior notification to Industrial Relations, local rules will be permitted which will assign unassigned freight trains.
- (13) The Company may set off trains within ECCP limits with crews ordered in TCS and the crew will be entitled to the fixed mileage method of pay (fixed rate) when the train is set off short of the home terminal within these limits. TCS crews cannot be run long within ECCP limits without agreement as per Article 7.
- (14) A crew ordered in Turnaround Combination Service (TCS) who are over 12 hours on duty and have not achieved the fixed rate of pay account they did not complete the working portion of the TCS tour of duty will be compensated as if they had completed a straightaway deadhead to the AFHT and then commence a second tour of duty from the AFHT to the home terminal, should any of the following circumstances occur:
  - Should a TCS crew not be off duty at the home terminal within 12 hours of initially reporting for duty.
  - Should a TCS crew take control of a train at the AFHT and as result are subsequently transported to the home terminal without having passed the outer main track (OMTS) at the AFHT.
  - Should a TCS crew take control of a train at the AFHT and as a result are subsequently relieved enroute to the home terminal without having completed a fixed rate tour of duty.
  - Should a TCS crew be deadhead to the AFHT, held in TCS service upon arrival, and not provided a train at the AFHT, then deadheaded home.

Should the crew be held in TCS at the AFHT and subsequently deadheaded home, without taking control of a train, they would be entitled to two straightaway deadhead trips. Payment for the second tour of duty would be compensated as per the collective agreement. Considering the working portion is not completed, payment for the working portion of the trip will be in accordance with the dual method of calculating pay. Employees will be required to submit a miscellaneous claim to top up the wage claim to the agreed upon payment.

CTY EAST 24.17 and 24.23- Archived

CTY WEST 24.17 - Archived

LE EAST & WEST 5.02 (17) – Archived

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**ARTICLE 8 - HELD AWAY FROM HOME TERMINAL**

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Note: From 2018 MOS; Formerly Article 11 LE West and LE East, Article 16 CTY West and CTY East

**8.01 UNASSIGNED SERVICE**

- (1) Employee in pool freight and in unassigned service held at other than home terminal longer than 11 hours without being called for duty will be paid minimum freight rates on the basis of the table below (Add one hour to the Heldaway and Automatic Call columns for Non Conductor-only territory.) all time held in excess of 11 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Employees held longer than 11 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal.
- (2) In lieu of the provisions contained in the foregoing paragraph, Employee in pool freight and in unassigned service working on a territory on which the Company has implemented conductor- only train operations, held at other than the home terminal longer than 10 hours without being called for duty will be paid minimum freight rates on the basis of the table below for all time held in excess of 10 hours except that in cases of wreck, snow blockage or washouts on the subdivision to which assigned, Employees held longer than 10 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal.
- (3) The decision to provide an automatic call or pay heldaway at 18.75 miles will be at the Company's discretion. The graphic below applies to Conductor-only territory. Add one hour to the Heldaway and Automatic Call columns for Non Conductor-only territory.

Hours of Rest Booked at AFHT	Heldaway Commences at AFHT – 12.5 mph	Automatic Call or Heldaway – 18.75 miles/hour
0	10	14
00:01–01:00	10	14
01:01-02:00	10	14
02:01-03:00	10	14
03:01-04:00	10	14
04:01-05:00	10	14
05:01-06:00	10	15
06:01-07:00	11	N/A
07:01-08:00	11	N/A
Mandatory rest*	10	14

Note: Chart above applies on Conductor-only territory.

\* In the application of this chart, this also applies to the Belleville Run Through Pool.

## 8.02 **ASSIGNED SERVICE**

Except in cases of wrecks, snow blockades or washouts on the subdivision to which assigned, employees assigned run held at away-from-home terminal awaiting their train delayed beyond the advertised time of departure will be paid for all time so held if more than 5 hours. Five hours or less not to count. If held over 5 hours, payment will be made on the minute basis at 18-3/4 miles per hour in passenger service and at 12-1/2 miles per hour in other service for each hour over 5 hours at the rate of class of service last performed. Payment under this clause will cease when employees are required to report for duty.

## **GENERAL**

- 8.03 Except as otherwise provided herein, should employees be called for service after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service.
- 8.04 Except as otherwise provided herein, should employees be ordered to deadhead after pay begins, held-away-from-home terminal time shall continue until the deadheading employee actually departs.
- 8.05 Payment accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.
- 8.06 For the purpose of applying this Article the Company will designate a home terminal for each employee in pool freight and in unassigned service.
- 8.07 Miles paid under the terms of this Article will not be included in calculating miles used for the purpose of regulating pool complement.

- 8.08 At locations identified by the General Chairmen, the Company shall supply the General Chairmen with a quarterly report of held away by Division, which will include specific examples of the held away issues. The appropriate General Chairmen, General Manager and AVP Network Transportation will meet in the interest of addressing same, at the request of the Union.
- 8.09 **LE WEST APPLICATION** - The Company will make every effort to return Engineer to his/her home terminal as soon as possible.

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**ARTICLE 9 - EXPANDED CREW CHANGE LOCATIONS**

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Note: Formerly clause 5.12 LE West and East and clause 12.14 CTY West and East.

**9.01 EXPANDED CREW CHANGE LOCATIONS**

- (1) Subject to the provisions below including the Questions & answers, where implemented, crews may operate within an expanded crew change point up to 20 miles outside the OMTS/designated points to relieve stage or retrieve trains as part of a single tour of duty.
- (2) Payment for running long within an expanded crew change point will be time or miles, whichever is greater. Such payment will be in addition to pay for the rest of the trip and will not be used to make up the minimum day for the tour of duty.
- (3) At crew change points where declared, crews who tie down their train within 20 miles of the crew change point and who are not relieved by a crew that normally operates over their territory or whose train is not retrieved by a road switcher or a crew normally assigned to their territory will be deemed to have reached the objective terminal for the purposes of the fixed mileage.
- (4) At major terminals (Vancouver, Calgary, Moose Jaw, Winnipeg, Thunder Bay, Toronto, Montreal), local agreement is required prior to implementation of this provision. Such agreement must be based on the following criteria:
  - Maximum of 20 miles outside of current OMTS/designated points
  - Crew should be able to reasonably reach their objective terminal within a single tour of duty.

Should the parties not be able to agree upon the implementation of this provision at these locations at the local level, the issue will be progressed to the appropriate General Chairman and Director, Labour Relations. If no resolve, the matter will be progressed to a Mediator appointed by the Federal Mediation and Conciliation Services for mediation/arbitration for final determination based upon the criteria above.

- (5) At all other crew change points, the Company may implement expanded crew change points after consultation with the appropriate Local Chairmen and after providing written notice.

- (6) Crews called in turnaround service will not be required to run through an expanded crew change point.
- (7) This rule relaxes restrictions in clauses 60.09, 60.17 and 85.02, 86.03 of this Agreement.

### **EXPANDED CREW CHANGE LOCATION - QUESTIONS & ANSWERS**

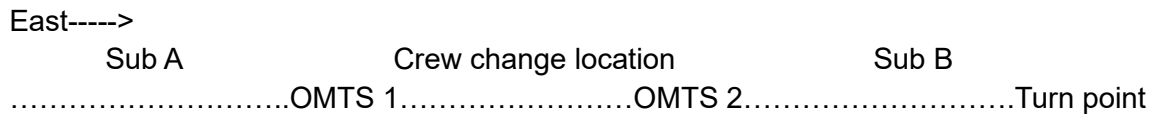
- Q1. What is the purpose of the expanded crew change location agreement?
- A1. The purpose is to improve operational flexibility, particularly at locations where capacity is an issue. Congestion can be reduced by having an ability to stop short of a traditional change point or running beyond a traditional crew change location. Under the new rule crew changes can be made within 20 track miles of the OMTS/designated points of the current change off locations.
- Q2. From what point at our current change off locations will the 20-track mile limit be based upon?
- A2. The 20-track mile limit will be measured from the OMTS/designated points at crew change locations. Bulletins will be issued to confirm applicable locations. Vancouver, Calgary, Moose Jaw, Winnipeg, Thunder Bay, Toronto and Montreal have unique operational requirements that necessitate further discussion before expanded crew change location agreements are established.
- Q3. A number of terminals have local expanded crew change location agreements in place at present. Will these agreements automatically be overridden by the provision contained in the Memorandum of Settlement?
- A3. No, all such agreements currently in place will remain in effect and be subject to their particular terms and conditions.
- Q4. When will I be advised of being required to run long within an expanded crew change location during a particular tour of duty?
- A4. If crews are required to run long at the beginning of their tour of duty, a best effort will be made to advise them at the time of call, however, the Company cannot guarantee advance notice in all instances. Crews required to run long at the end of their tour of duty will be advised of the requirement when being provided their instructions for yarding the train, prior to arrival at the OMTS at the objective terminal.
- Q5. If I would otherwise qualify for a fixed mileage wage claim, but I run short and tie up my train within 20 track miles of the OMTS/designated point of a terminal that has been designated under this provision, how will I be compensated?
- A5. If relieved by a crew that normally operates over your territory, or if a crew that normally operates over your territory is already called to retrieve the train, there is no application of the expanded crew change provision. As such, the agreement will have no impact on pay and you will be subject to a combination service wage claim. The same applies if you are relieved by a road switcher that's assigned to the territory in question.

If a crew that normally operates over your territory is not already called or immediately available to retrieve the train, and a road switcher is not immediately available to provide relief, you are entitled to claim the fixed mileage for that run.



Crews will be advised by the Company prior to tie-up if they are being relieved by a crew or a road switcher that normally operates over their territory. If not so advised, crews may claim the fixed mileage where applicable.

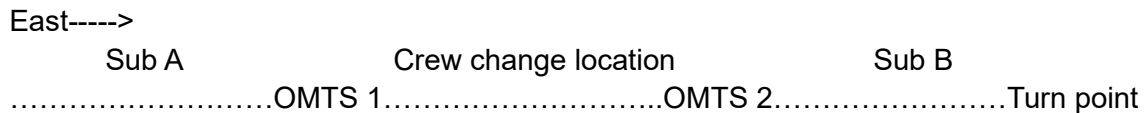
- Q6. A crew on an Eastbound train from Subdivision A runs long within an expanded crew change location to the Turn point on subdivision B and returns to the Crew change location. How will the crew be paid?



- A6. In addition to either the fixed mileage or appropriate dual method of pay for subdivision A, the crew will be paid the following:

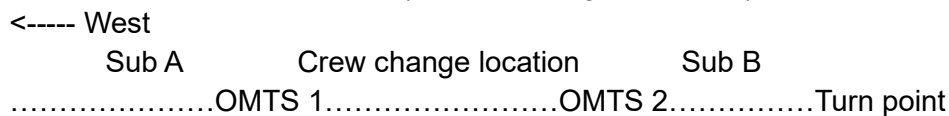
Running miles between OMTS 2 to the turn point. Time at the turn point. If running back with the locomotives, miles from the turn point to OMTS 2, and time until off duty. If required to deadhead from the turning point, time from turn point to off duty.

- Q7. Where will time apply for the purpose of the NR payments if required to run long at the end of a tour of duty? (reference scenario above)



- A7. If running long and required to operate your engine return to the objective terminal, time will apply at the arrival of OMTS 2 upon return from the Turn point. If running long and taxied (deadhead) back to the objective terminal, time will apply upon arrival at the tie up location at the objective terminal.

- Q8. A crew commences duty at the crew change location, goes to the turn point to pick up a staged train, runs west through the crew change location and continues their tour of duty on Subdivision A. How will the crew be paid? (reference diagram above.)

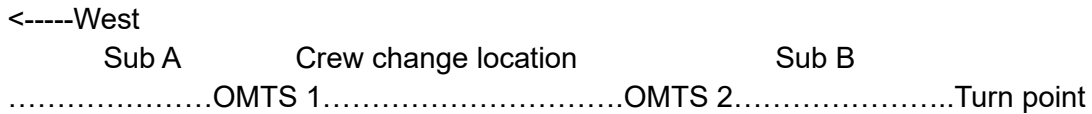


- A8. In addition to either the fixed mileage or appropriate dual method of pay for subdivision A, the crew will be paid the following:

If running to the turn point with locomotives: time from On duty to OMTS 2; Running miles between OMTS 2 to the turn point; time at the turn point; and miles from the turn point to OMTS 2.

If required to deadhead to the turn point: time from on duty time to the turn point; time at the turn point; and run miles from the turn point to OMTS 2.

- Q9. If a crew runs long at the beginning of their trip, how will they claim their initial time for
- making a claim under the dual method of pay for Subdivision A, or;
  - for the purpose of calculating the threshold time for the Fixed mileage on Subdivision A. (reference scenario in question 8 above)



- A9. Initial time will be calculated from arrival at OMTS 2 upon returning from the Turn point to departure OMTS 1. The same approach would apply to final time for crews run long at the end of their tour of duty. Final time on an Eastbound would start upon arrival at OMTS 1 and continue until departure of OMTS 2.
- Q10. Will payment for running long form part of or be over and above a minimum day if the balance of the tour of duty doesn't equate to 100 miles?
- A10. All earnings generated running long will be over and above those included in a minimum day
- Q11. If a crew is called in straightaway service to deadhead to pick up a train that has been run long and they subsequently run to the away from home terminal, how will they be paid?
- A11. If a crew takes control of a train that has been run long off another subdivision and they subsequently reach the objective terminal with the train, they will be deemed to have completed the fixed mileage for that subdivision. If the train is staged short of the objective terminal at the end of their tour of duty but within 20 track miles of the OMTS/designated point of a declared crew change point, the provisions of question and answer 5 will govern.
- Q12. I'm required to run long at the beginning of a tour of duty and ultimately fail to reach my objective terminal because of booking rest or attaining maximum hours on duty from a regulatory perspective. If transported to the objective terminal will my pay be adversely effected by having to claim a combination service wage claim rather than a fixed mileage?
- A12. Crews will not be required to run long unless it is reasonable that they will reach their objective terminal within the tour of duty. With this in mind the Company has agreed to pay the fixed mileage in the following instances:
- If a crew does not give their notice for rest, they may claim a fixed mileage.
  - If a crew gives their notice for rest and reaches within 20 track miles of the OMTS/designated point of the objective terminal, regardless whether or not it is a declared expanded crew change point, they may also claim the fixed mileage.
  - In other cases, the dual method of pay will apply. In all cases, payment for running long will be in addition to payment for the trip.

- Q13. How will I be paid if called in straightaway service at my home terminal and running long at the beginning of a tour duty contributes to being tied up on line, and the Company chooses to return me to my home terminal?
- A13. In addition to the payment for running long, and a 100 mile payment from the turn point back to the home terminal, the crew would receive either:
- the fixed mileage for the run if the crew did not give notice for rest, or
  - the fixed mileage for the run if the crew did give notice for rest but reached within 20 track miles of the OMTS/designated point of the objective terminal,
  - If neither of the above dot points applies, the claim would be under the dual method of pay.
- Q14. What work will I be required to perform during the “run long” segment of a tour of duty?
- A14. Normally, you will be required to run long to stage a train or relieve/retrieve a train that has been left short of an objective terminal. The primary objective for crews in run long service is to have them reach their objective terminal. As such, work in the run long segment of a tour of duty will be limited to critical work (i.e. set off disabled equipment, switch a plant stopper) pertaining to the train.
- Q15. Will the expanded crew change provision be implemented at all locations immediately upon ratification of the Memorandum of Settlement?
- A15. There are some crew change locations that don't warrant implementation right now because of low traffic volumes or unique operating conditions. As such implementation will be declared on a crew change point specific basis. A thirty-day notice will be provided. Consultation on issues such as familiarization, access to change off locations, anticipated running times, mandatory clock time requirements, and servicing of locomotives will take place locally with the TCRC prior to implementation.
- Q16. Is it possible to be required to run long in turnaround service?
- A16. No, crews called in turnaround service will not be required to run through an expanded crew change point.
- Q17. Can a crew be called to run long in TCS?
- A17. First it is important to note that no changes have been made to the TCS work rule and that a crew in TCS must be called to the away from home terminal. They cannot be called to beyond the away from home terminal to facilitate running long. Prior to implementation, feasibility of using a TCS crew to run long will be determined on a local basis.
- Q18. I'm concerned that running long will have an adverse effect on being required to work over 10 hours. How will this be avoided?
- A18. When the run long provision is put into effect all points to which a crew may be required to run long will be evaluated with the intent of establishing the time frames required to run to each point. This evaluation will include consultation with the TCRC prior to implementation.

- Q19. Will implementation of this provision impact the Sparwood coal train agreement, specifically the crew change points involving Lethbridge and Cranbrook crews at Crowsnest?  
A19. No.
- Q20. Some employees are concerned that abuse of the Expanded Crew Change Location Agreement may result in widespread use of turnaround service to handle trains that are routinely run off another subdivision rather than using traditional straightaway crews. How will this be protected against?  
A20. Turnaround crews may be used as described on an ad hoc basis when straightaway crews are not readily available, however, the Company has confirmed that they have no intention of any wholesale changes in operation.
- Q21. Will a crew be required to run backward with light engine when run long?  
A21. As is the case today, Transport Canada regulations and safety considerations will govern.
- Q22. If I run long at either end of my tour of duty, will I be required to push cars, thereby having to protect the point when running between the terminal and the turn point?  
A22. No.
- Q23. Will this provision impact current switching restrictions at the Initial and Final terminal, the parameters and conditions for yard or road switcher work, or change the existing crew change locations?  
A23. No.
- Q24. When a crew is run long at the beginning of their tour of duty, how will the meal provisions of the collective agreement be applied?  
A24. For the purpose of meals, the crew will have been deemed to have left the initial terminal once they have departed for the Turn Point. Thereafter, the enroute rule will apply.
- Q25. When a crew is run long at the beginning of their tour of duty, can they be cancelled prior to leaving the terminal after having completed the run long portion of the trip?  
A25. No. Crews can only be cancelled prior to departure from the initial terminal enroute to the Turn Point. For payment rule, refer to Q&A 13.
- Q26. I am called in straightaway service at the away from home terminal to run long at the beginning of my tour of duty. Should I not complete the run to my objective terminal, can I be tied up at the away-from-home terminal?  
A26. No. As is currently the case, you shall complete your tour of duty to the objective terminal.
- Q27. Will the application of this clause result in the entire elimination of work for a pool by having crews from two adjoining subdivisions run long thereby eliminating the need to call crews on the subdivision in question? (i.e. Between Regina and Moose Jaw)  
A27. No.

- Q28. When run long at the beginning of a tour of duty, will crews be required to pick up one train at the turn location and then be put on another train at the initial terminal for the remainder of their tour of duty?
- A28. No.
- Q29. Will information about running long be included when crews are being asked to protect trains under the TCS rule?
- A29. If planned at the time, crews will be informed.
- Q30. How will the length of run allowance be calculated for running long and running short if the crew is eligible for the fixed mileage?
- A30. If run long, the length of run allowance will be based on the total run miles for the entire trip. If run short and the crew are eligible for the fixed mileage, the length of run will be based on the run miles in the fixed mileage rate.
- Q31. Does this provision apply to crew change locations where trains are exchanged between crews under this collective agreement and crews not covered under this agreement?
- A31. Not unless covered by a special agreement with the TCRC.
- Q32. When crews are run long and are required to deadhead either to or from the Turn point, or when crews run short to a declared terminal, what form of transportation will be used?
- A32. Generally speaking, either a cab or a crew bus will be used. However, this does not preclude deadheading on a train when circumstances dictate such as poor roads and in other circumstances as agreed upon locally.
- Q33. Understanding that these Q&A's address the broad issues associated with the Expanded Crew Change Location Agreement, issues/disputes may develop when local consultation takes place prior to implementation at various locations on items not addressed in the Memorandum of Settlement. How will these issues/disputes be resolved?
- A33. If local discussions fail to result in a resolution within thirty days of notification to implement, the issues/disputes will be advanced to a Board of Review comprised of two senior union and two senior Company officers. Failing a resolution in that forum within twenty days of the issues being advanced to the Board of Review, any outstanding issues/disputes will be advanced to Mr. T. Hodges for mediation /arbitration for a decision within forty-five days.
- Q34. How will grievances concerning this provision be resolved?
- A34. For the first 18 months following ratification, any outstanding grievances regarding this provision will be referred to Mr. T. Hodges for mediation/arbitration under the rules of CROA and DR.

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**ARTICLE 10 - EXTENDED SERVICE RUNS**

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Note: From 2015 Adams' Award.

**10.01 EXTENDED SERVICE RUN – ESR 12 HOURS**

- (1) Up to 12 hours – in and off duty at place of rest – existing language.
- (2) Only to get train into terminal and not to work crew at initial or final terminal save and except, at the initial terminal, work in connection with own train at final terminal as per conductor only CTY to apply to both crafts.
- (3) No home terminal closures for ESR's.
- (4) Any adverse effects on any terminals must be addressed through the collective agreement material change articles.
- (5) An agreement must be reached in order to modify an existing ESR agreement. CP must provide 30 days' notice and provide full particulars for the basis of the request to reopen the agreement and to provide notice of all subsequent adverse effects (for example, including but not limited to Toronto, Buffalo, London ESR agreement.) At a minimum, the agreement must include the following incentives:
  - Fixed mileage (as per existing ESR agreements);
  - NR payment (10 hours on duty);
  - Address held away (as per existing ESR agreements); and
  - A deadhead payment of 125 miles.

If no agreement is reached within 60 days of notice on modifying an existing ESR agreement, CP may implement and TCRC can proceed to *ad hoc* arbitration (CROA Rules/Style) and the arbitrator has jurisdiction to resolve any outstanding issues.

- (6) Belleville is excluded from this provision

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**ARTICLE 11 - DIRECTIONAL POOLS**

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Note: From 2018 MOS.

11.01 The parties recognize and agree the operation of Directional Pools in unassigned service requires employee availability and, on that basis, requires the calling rules to draw on employees to work in either pool when the supply of employees in a particular pool and/or spareboard is insufficient to operate all of the trains.

11.02 Directional pools were implemented in the following locations.

Calgary  
Fort Steele  
Kenora  
Lethbridge  
Medicine Hat  
Minnedosa  
Moose Jaw  
Revelstoke  
Winnipeg  
Chapleau  
Schreiber

Directional pools currently in place will remain as is. The parties agree that should further locations be identified they will be implemented by mutual agreement.

11.03 In the establishment of Directional Pools, the parties agree the joint development of the standardized calling rules for that Terminal and their mutual agreement is required prior to implementation of Directional Pools at that location.

11.04 All road employees must maintain their familiarity on all subdivision at their terminal. To ensure that familiarity is maintained, the Parties will jointly develop a system that at each change of card operating employees can validate their familiarity for each pool, so they are considered familiar and qualified to be called for work in any of the pools in that Terminal. Operating employees who do not validate their familiarity at each change of card will be required to make at least one working trip in order to validate their familiarity with runs in each pool. Local Agreements to manage familiarization trips will be in writing and filed with the General Chairman, General Manager, and AVP Labour Relations for their approval and validation.

11.05 In the event of a major line outage, the Company may exercise the right to temporarily collapse and combine the directional pools at that Terminal to maintain sufficient crew availability during the outage. The Company will notify the Local Chairmen when this will occur, along with the expected duration.

11.06 At locations where the Company has established directional pools and any train identified on the current lineup is not protected by rested and available employees, who do not accept a call to work to ensure cross pool protection obligations, the following will apply:

- (1) In the event train delays are attributable to the existence of directional pools at a terminal, the General Manager, or delegate; and the Local Chairmen at that Terminal will review any delay. Any further train delays referred to herein will be elevated to the Senior Vice President Operations and the applicable General Chairman for their review and recommendation.
  - (2) In the unfortunate circumstance that train delays attributed to cross pool operations continue to take place, despite the best efforts of the Company and the Union, the parties agree that pools may be restructured at that terminal.
- 11.07 The intent between the parties is that directional pools/cross pool protection will enhance customer service, employee availability, and provide a more regular employee work routine; and the above provisions will rarely, if ever, have to be invoked.

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**ARTICLE 12 - WORK TRAIN SERVICE**

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Note: 2022 MOS and Formerly Article 9 LE West and LE East and Article 21 CTY West and CTY East.

- 12.01 The provisions of this clause shall apply to assigned and unassigned work train service and to other classes of Road Service when performing defined work.
- 12.02 Work train service under the meaning of this Article is service performed in connection with Maintenance, Construction, Betterment, Wrecking train service, Snow Plow, Flanger and Spreader Service.
- 12.03 **CREW CONSIST**
- (1) The crew consist of a work train will be a Locomotive Engineer, Conductor and two Trainpersons, unless reduced under the terms of the Collective Agreement.
  - (2) In wreck train service (road auxiliary service) a second Locomotive Engineer will be provided at locations to which relief cannot be readily supplied and where circumstances in which the hours on duty are known or expected to be extensive.

12.04 **ACTUAL MILEAGE, INITIAL AND FINAL TIME AND OVERTIME**

- (1) Actual mileage, initial and final time including switching, and overtime at straight time, will be paid at through freight rates when going to or from work, and this will not be included in time or mileage paid for at work.

East of Thunder Bay, when work trains are used in snowplow or spreader service, outside of terminals handled by yard crews, wayfreight rates will apply.

- (2) When the mileage of a work train, including running and working, exceeds 12-1/2 miles per hour, computed from the time crew leaves the outer main track switch or designated point at initial tie-up point until arrival at outer main track switch or designated point at final tie-up point, miles running and working, initial and final time including switching will be allowed.



Initial time will not be used to make up a minimum day.

- (3) Actual mileage going to and from work as specified in this clause means mileage run at the beginning of the day from the tie-up point to the first point of work and mileage run at the end of the day from the last working point to the tie-up point. Such working points are the respective locations where maintenance or betterment work, wrecking train, snowplowing or spreader service is being or is to be performed on the Company's facilities or right of way. Mileage to work will commence at the point where initial time ends and mileage from work will end at the point where final time begins.
- (4) Ballast pit will be considered as working point only for crews who work exclusively in such pit. Where a ballast pit is located within 2 miles of the switching limits or outer main track switch at tie-up points, the ballast pit will be considered as part of the tie-up point.

#### 12.05 WORK TRAIN ASSIGNMENTS

- (1) Work train service of 7 days or more duration will be advertised and made a regular assignment. Bulletins will be posted 7 days in advance of the scheduled starting date of the assigned work train, specifying, as closely as possible, the subdivision(s) on which the work is to be performed, the nature of the work, and the scheduled work and rest days of the assignment.
- (2) In the event of an assigned work train moving from one subdivision to another subdivision which was not advertised in the original bulletin, the assignment will be considered discontinued and the train, if required over 7 days, will again be bulletined. Work train assignments will not be bulletined working on subdivisions under different jurisdictions of territory on a seniority district except by prior mutual agreement.
- (3) Work train service of less than 7 days will be handled by through freight crews, except as otherwise provided under Local Agreement.
- (4) Assignments will be filled by the senior classed Locomotive Engineer, Conductor and Trainperson(s), working within the respective crafts applying, subject to qualification. In the event no applications are received the positions will be filled under the terms of the Collective Agreement.
- (5) When an assignment is discontinued, Locomotive Engineers, Conductors and Trainpersons affected shall have choice of assignment according to seniority and other applicable rules.
- (6) **Assigned** - Unless senior Locomotive Engineers, Conductors, and Trainpersons desire otherwise, assigned work trains will be manned by junior qualified employees in the respective classes of service.

**Unassigned** - Employees will be called for unassigned work trains from the road or common spareboard on a first in first out basis. If the road or common spareboard is exhausted, employees will be called from the pool on a first in first out basis.

**General** - When two or more work trains are worked at the same point, the senior classed running trade employees will have the choice of which assignment they will work.

(7) The Company will not be put to any extra expense if, as the result of the exercise of seniority, an employee is displaced by another.

12.06 Assigned work trains will be scheduled to suit service requirements and assigned days off may be adjusted accordingly, e.g. 5 days on and 2 days off when scheduled on a weekly basis; 10 days on and 4 days off when scheduled on a bi-weekly basis. For every 5 days of operation crews will be entitled to two (2) assigned days off. Days off will be consecutive but will not necessarily be allotted in every week or on the same days of the week for the life of an assignment.

Arrangements may be made between Local Company Officers and Local Chairman to amend the application of this clause to accommodate local operating requirements, such as the establishment of a 4-day assigned work train should circumstances dictate. Any such assignment should provide monthly mileage beyond the guarantee level referred to in clause 12.16 of this Article.

12.07 Work train crews will be notified on their last working day prior to scheduled rest days if the service is required on a rest day. If so required, the assigned crewmembers will be given the option to work on the assigned days off, with payment as specified in Clause 12.04 of this Article.

12.08 Work train crews assigned to work train service will not be regarded as subject to call for other work during their layover periods unless they signify in writing their desire for spare work. They will not be so used when spare employees are available. Work train crews will not be considered absent when unavailable for other work on their designated days off.

12.09 Work train crews assigned to regular assignments will not be compelled to work assignments during a temporary suspension of the assignment for less than three days, except in cases of wrecks or when no other crews are available.

12.10 Should a crew called exclusively in assigned or unassigned work train service be required to handle revenue freight cars other than those required to be moved in connection with the work service being performed, such crew shall be paid not less than 100 miles at through freight rates for such service in addition to and irrespective of compensation provided for the assigned work train service.

#### 12.11 **INTERMEDIATE POINTS**

(1) Work train crews engaged in any service covered by and paid for under the provisions of this Article may be laid up at intermediate points at the end of their day's work when necessary to do so.

(2) When laid up at an intermediate point suitable sleeping and eating accommodation will be provided for Work train crews. Work train crews in work train service when laid up at other than a terminal will be paid continuous time if sleeping accommodations are not provided. When in wreck train service suitable sleeping accommodation may be

provided on auxiliary.

- (3) Work crews will be provided transportation to their home terminal on scheduled rest days and return transportation to the tie-up point of the work train following their rest days, unless other arrangements have been mutually agreed to.
  - (4) Work train crews will be given an opportunity for meals at reasonable times. Crews will not be required to be on duty for extended periods of time prior to being given an opportunity to take a meal break. Opportunities for meal breaks will be granted upon reasonable notice, one hour being deemed sufficient, from the crew of their desire to be provided with a meal break. Requests for meal breaks can be made any time after four hours on duty, in no case will the work train crew be required to work longer than six hours without being provided a meal break. It is not intended that this clause will be used to unduly disrupt work train operations or the opportunity to take a meal break.
  - (5) Where boarding car facilities include facilities for providing meals to maintenance of way employees involved in the work associated with the work train, work train crews will be allowed to take their meals in such facilities. It is understood that this will not interfere with the service required from the work train to assist in the betterment work being performed where and when required.
- 12.12 Locomotive Engineer in work train service when laid up at any point without regular shop staff will be allowed 15 minutes pro rata after laid up by Conductor to cover necessary repairs and get engine ready.
- 12.13 Road crews shall have the right to operate work trains that are operated partly within terminal switching or yard limits and partly on the road adjoining. Where 2 or more crews are employed in work train service operating partly within terminal switching or yard limits and partly on the road adjoining, a division of such work shall be arranged between road and yard employees, if it is possible to divide the work so as to leave a yard crews within terminal switching or yard limits. It is understood that this will only apply when it can be arranged to work a yard crew to advantage with switching, making up trains or similar work. Yard employees will have the right to crew all work trains operated exclusively within the recognized confines of yard or switching limits.
- 12.14 Road crews will handle this work in the smaller terminals where there are not sufficient Yardpersons to staff this service and will be paid at road rates and under road work train conditions.
- 12.15 Locomotive Engineers, Conductors, and Trainpersons called for through freight and wayfreight service will be paid for work train service enroute when time occupied exceeds 1 hour, and time so paid for will not be included in computing overtime. Payment will be at the rate of the class of service called in.

In computing time occupied in work train service enroute under this clause when this service is performed at a slow rate of speed, time occupied less normal running time between the points where work begins and ends, will be regarded as time occupied in work train service.

- 12.16 Provided they do not lay off of their own accord, Locomotive Engineers, Conductor, and Trainpersons assigned to work train service will receive a monthly guarantee of 3100 miles. In the event of an assignment being discontinued or created during any month, crews will be paid their full proportion of the guarantee for each day held in the assignment.
- 12.17 Road Service employees being called for unassigned work train service will be advised, at the time of call, whether the trip will be in straight-away or turnaround. They will also be made aware, to the extent possible, of how many days they may be required to be tied up enroute. This will be done to allow the crewmembers to plan for the proper amount of food and clothing to bring with them.
- 12.18 In the application of this rule it is recognized that unexpected situations which cannot be foreseen at the time of call, whereby the anticipated duration of the work train service would be required to be changed, could occur. If such crew is tied up at a terminal they will take their turn out in unassigned service.

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**ARTICLE 13 - SHORT TURN / NO SCOOP**

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Note: From 2022 MOS and Formerly 2018 MOS and 2015 Adams' Award.

**13.01 NO SCOOP – STRAIGHTAWAY SERVICE**

- (1) Employees will be placed in sequence at the away from home terminal based on their on duty time at the Home Terminal and at the home terminal based on their on duty time at the away from home terminal.
- (2) It is the responsibility of the employee to ensure that their turn is placed correctly. Employee requests to review placement will not be entertained beyond one (1) hour after tie-up.
- (3) The No Scoop rule only applies when two or more crews are ordered from same terminal to an away from home terminal or from the same away from home terminal to a home terminal.
- (4) The No Scoop rule does not apply if an employee's turn is placed between the turns involved in the scoop enroute.

**Examples:**

1. **Crew Number One is called straight-away at Away From Home Terminal "R" at 0900, Crew Number Two is called straight-away at Away From Home Terminal "W" at 0930. Crew Number 2 arrives at Home Terminal "S" at 1700 and Crew Number One arrives at Home Terminal "S" at 1730. Can Crew Number One reposition their board position ahead of Crew Number Two?**

**No. The no scoop rule does not apply as the crews were operating on**

different subdivisions.

2. Crew Number One is called for 1330 at the Away From Home Terminal "R", Crew Number Two is called at 1345 at the Away From Home Terminal "R", Crew Number Three is called at 1400 at the Away From Home Terminal "R". Crew Number Three scoops both Crew Number One and Crew Number Two and arrives at the Home Terminal at 2145. Crew Number Two scoops Crew Number One and arrives at the Home Terminal at 2155. An employee returns from AV at 2201 and is placed on the board in sequence. Crew Number One arrives at the Home Terminal at 2215, Can Crew Number One reposition ahead of the other crews because he was scooped twice?

No. Normally Crew Number One would be able to reposition ahead of both Crew Number Two and Crew Number Three but because Crew Number One arrived after another employee had come in between the other crews involved on the board Crew Number One cannot reposition. Crew Number Two can reposition in front of Crew Number Three as per the agreement that is the only reposition available in this circumstance.

### 13.02 TURN SERVICE – EXCLUDING TCS

- (1) Turn Service at designated Away from Home Terminals: employees will, upon tying up, be placed in their original position at the away from home terminal.
- (2) Turn Service at the Home Terminal: employees will, upon tying up, to be placed in their original position on the board they were called from. This will not apply to employees who book in excess of ten (10) hours rest at the home terminal.
- (3) It is the responsibility of the employee to ensure that their turn is placed correctly. Employee requests to review placement will not be entertained beyond one (1) hour after tie-up.

### 13.03 SHORT TURN RULE

- (1) Unassigned service employees and/or employees assigned to a road or common spareboard who are called for yard service, assignments, ad hoc road switchers, will upon tying up be placed in their original position on the board they were called from provided ten (10) hours, or less, rest is booked upon the completion of their tour of duty.
- (2) In the application of sub-clause 13.03 (1) above, unassigned employees will be placed at the foot of their respective pool or spareboard after a second consecutive short turn.
- (3) This short turn rule has no application to a Conductor holding a regular position who has advised the Local officers or their desire to do relief work of less than 6 days in either passenger, mixed, way-freight, road switcher or work service and is called as such.
- (4) Essentially, if a Conductor bids spare running and receives relief work in accordance with that bid, they cannot reposition their turn.

- (5) The provisions of sub-clause 13.03 (1) above, will also apply to employees who are canceled after work has commenced and are paid a 100-mile basic day.
- (6) It is the responsibility of the employee to ensure that their turn is placed correctly. Employee requests to review the placement will not be entertained beyond one (1) hour after tie-up.

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**ARTICLE 14 - INTERNAL DETOURING**

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Note: Formerly Article 39 LE West and LE East and Article 78 CTY West and CTY East.

- 14.01 The purpose of this Article is to promote the effective use of employees and equipment through the elimination of pilots when derailment, line blockages and track programs create the need to detour over an optional route within the Company. It is not intended to apply to ad hoc detouring over adjacent lines for any other reasons than those outlined herein.
- 14.02 Detouring, in the application of this Article, is intended to be on a temporary basis, not to exceed a period of one month.
- 14.03 Internal detouring will not be interpreted to include portions of Company track that is leased to or purchased by external operators. This Article in not to be used to circumvent the Material Change Article.
- 14.04 The Company will provide the TCRC with as much notice as possible identifying the locations and/or corridors, internally within Canadian Pacific Railway, where it wishes to establish detour operations. Employees operating trains within those locations and/or corridors will be familiarized and qualified to operate trains to facilitate detour operations.
- 14.05 Once these locations and/or corridors are identified, Company and TCRC representatives for the territory in question will meet to establish an operating plan to include, but not be limited to:
  - (1) points between which detouring can take place,
  - (2) temporary tie-up locations,
  - (3) crew accommodations,
  - (4) deadheading arrangements, if required,
  - (5) calling procedures,
  - (6) number of familiarization trips over the unfamiliar territory required to qualify to operate over that territory, with a minimum of three (3) round trips.
- 14.06 The process of qualifying an employee to operate over unfamiliar territory will be performed by a Company Officer or Running Trades employee who is qualified as an Instructor.
- 14.07 Employees selected to participate in internal detouring are expected to:
  - (1) familiarize and qualify to operate trains on the section of track over which they will be required to operate during a detour,
  - (2) serve as instructors in the event that their home territory forms part of a reciprocal

detouring agreement.

- 14.08 Employees assigned to instruct in accordance with clause 14.06 and/or clause 14.07 above will be paid the established Instructor's allowance in accordance with their collective agreements.
- 14.09 Employees performing familiarization and qualification trips will be compensated in the same manner as employees performing the working tour of duty.
- 14.10 Employees not required to participate in detour operations over territories for which they are qualified, for a period of six months, will be required to complete a refresher trip(s) and be compensated for such time in the same manner as the employees performing the working tour of duty.
- 14.11 Once locations and/or corridors, internally within Canadian Pacific Railway, have been identified, the Company will advertise for a specific number of employees at each affected home terminal to participate in familiarization and qualification. Such bulletin will include the following information:
- (1) subdivision(s) and crew runs over which employees will participate in detour operations,
  - (2) temporary tie-up points,
  - (3) effective date that familiarization will commence.
- Note:** In the context of this Article, an "affected home terminal" is one that is adversely affected when detouring takes place.
- 14.12 Selection of employees to participate in familiarization and qualification will be by seniority. If insufficient applications are received, then the junior qualified employee(s) will be required to participate.
- 14.13 When detouring is necessary, employees will be called to service from the list of qualified employees in seniority order. A qualified employee cannot request that their name be removed from the list of qualified employees upon being called into service. They may, however, do so subsequent to their return to their home terminal. Once such request is made, the employee will be restricted from further participation in the detouring, unless they are the junior qualified person available, in which case they will be required to participate.
- 14.14 When temporarily assigned to a terminal where unassigned freight pools exist, detour pool employees will be given preference on detour trains, regular assigned employee preference to normal traffic. This does not restrict the intermingled use of both employee groups nor will it constitute a runaround.
- 14.15 Any transportation of employees associated with the application of this Article will be provided by the Company. If employees elect to use their personal automobile(s) they will be compensated at the automobile mileage allowance rate, clause 1.03.

- 14.16 Employees will be provided with accommodations at the detour work site, if required to work at a place other than their normal home terminal. They will also receive a "detour premium payment" of \$50.00 per day for every day so assigned.
- 14.17 All employees in detour service will receive compensation for such duty pursuant to the applicable collective agreement when actually operating trains and/or deadheading. They will be guaranteed compensation of not less than their maximum monthly miles, on a pro-rated basis, for all time occupied in detouring.
- 14.18 Employees participating in detour operations will receive four consecutive personal days off, scheduled by the Company, within every fourteen-day period.
- 14.19 The Company is responsible to provide all employees participating in detour operations or participating in familiarization and/or qualification training with timetables, monthly bulletins, detailed schematics of the territory and any other material necessary for the proper operations of trains, prior to the commencement of work/training on the territory.

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**ARTICLE 15 - WEEKLY PLACEMENT PROCESS**

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Note: Formerly Article 25 LE West and LE East and Article 11 CTY West and CTY East.

**15.01 FILLING OF VACANCIES**

- (1) At locations where the existing Crew Change System does not fall under the following national guidelines, those locations will need to jointly (local Company and Union officers) establish a Weekly Crew Change System within 120 days of ratification. If unable to implement within the specified time frame issues may be advanced to the appropriate General Manager and General Chairman.
- (2) These procedures are designed to eliminate mid-week displacements and consequently provide employees a more stable work place.
- (3) A weekly crew change will take place each Sunday at 2201 to be effective 0001 Monday governing:
  - a) Establishment or reduction of all regular assignments
  - b) Adjustments to the pools
  - c) Adjustments to the spare board
  - d) Movement to or from vacancies
- (4) Annual Vacation will begin and end effective with the weekly crew change. Employees will automatically be booked off and on by CMC, to coincide with the weekly crew change.
- (5) General Advertisement of Assignments will coincide with the weekly crew change and all regular positions will be bulletined and awarded on the basis of seniority.
- (6) The Company will post job abolishments, permanent vacancies, new assignments and known vacancies at an agreed upon date/time on a weekly basis.



- (7) Bids for weekly crew change will close between 1200 on the Thursday and 1200 on the Friday preceding the change unless otherwise mutually agreed.
- (8) Adjustments to the pool(s) and spare board(s) will be determined by local company and union officers at the agreed upon time each week.
- (9) The final weekly crew changes will be posted at the agreed upon time each week. Any subsequent corrections will be dealt with through the local management and local chairman or as mutually agreed.
- (10) Employees will advise the CMC of their desired changes through a weekly bid system.
- (11) Administration of the agreement will be done locally and any unresolved issues may be advanced to the General Chairman and General Manager.
- (12) Prior to implementation of any agreement, where deemed necessary, requisite training of employees will be handled by mutual agreement. The Company will be responsible for the costs of local union representatives conducting training or attending meetings needed to agree with the terms of any agreement and implement such agreements.

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**ARTICLE 16 - AUXILIARY BOARDS**

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Note: From 2018 MOS and 2007 MOS.

Refer to Article 74.07 regarding the Archived December 5, 2007 Letter Re: Monthly Mileages

- 16.01 Separate Locomotive Engineer and Trainpersons auxiliary boards will be established at all home terminal locations for the calling of qualified employees under the following conditions.
  - (1) Employees desiring additional work when off for miles or on assigned days off may voluntarily place themselves on one or, where qualified, both auxiliary boards. In the application of this article, Engineers work will be called from the Engineers auxiliary board and Trainmen work will be called from the Trainmen auxiliary board. Employees will only be called for work for which they are qualified and familiarized.
  - (2) Employees desiring to be placed on the auxiliary board will indicate their desire to do so on the Weekly Placement Bid Sheets and they will take such work when called.
  - (3) Employees on the auxiliary board will be called to service on a single trip basis once the pools and spareboards have been exhausted. The Engineer Auxiliary Board will be utilized prior to calling from the Locomotive Engineer Extra Board. Actual placement in the calling decision rules will be confirmed through local discussions.
  - (4) Weekly placement on the auxiliary board will be by bid. Upon ratification, calling rules will be established.
  - (5) An employee who fails to respond to calls will be removed from the board and must

rebid.

- (6) Miles earned on the auxiliary board will not be deemed chargeable to the employee's mileage period.
- (7) All earnings made by employees called from the Auxiliary Board will be subject to a premium of 20%.

**Note:** This clause will not result in attendance related discipline or penalty claims.

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**ARTICLE 17 - TERMINAL ASSIGNMENTS**

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Note: From 2018 MOS.

- 17.01 Where there may be an issue regarding the amount of extra assignments within a given terminal, including turns and ad hoc road switchers, local Union and Company officers will meet to discuss the creation of assignments to minimize the impact on employees. The local discussions will focus on establishing assignments to reduce or eliminate extra assignment calls and increase predictability and employee availability. Should the local discussions fail to resolve the issues, the matter can be escalated to the respective General Chairman and Director of Labour Relations.

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**ARTICLE 18 - ROAD SERVICE REST**

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Note: From 2018 MOS; 2015 Adams' Award & Agreed Upon Items; 2012 Kaplan & Agreed Upon Items; 2007 MOS; Article 27 LE West and LE East and Article 29 CTY West and CTY East and Article 23 CTY East.

- 18.01 Employees will have the right to book up to 24 hours rest at home terminals and up to 8 hours rest at away from home terminals if desired. Such rest must be booked upon tie up. Employees will not be required to leave the terminal until they have had the amount of rest booked.
- 18.02 **CTY APPLICATION** - A Trainperson on rest in excess of the rest booked by other Trainpersons on the same crew will, when the crew is ordered for service, be called and given an opportunity to waive the balance of rest booked in order to work with their crew, provided that such Trainperson has had at least 5 hours rest. If they have not had 5 hours rest, they will not be called and if at an away-from-home terminal, will be replaced by the junior available person on the crew or crews next out. When rest has expired, they will fill out the crew from which their replacement was obtained. If their crew returns to the away-from-home terminal before they are required to fill out the crew from their replacement was obtained, they will fill out their own crew again.
- 18.03 If booking 24 hours rest at the home terminal results in shortages of employees and consequent disruption of operations, or if unwarranted use of this provision causes problems, the matter will be discussed between the General Manager and General

Chairman with the intent to resolve.

- 18.04 Employees, being the judge of their own condition, may book rest after being on duty 10 hours, or 11 hours when two or more Brakepersons are employed on a crew in addition to the Conductor.
- 18.05 Employees desiring rest enroute will give their notice within the first 5 hours on duty to the Rail Traffic Controller or other designated Company employee. Notice will include the amount of rest required, 8 hours considered maximum at other than home terminal, except in extreme cases.
- 18.06 Where it becomes necessary, arrangements will be made to have a reduced or Conductor-Only crew complete their tour of duty within 10 hours on duty which may require the discontinuance of work enroute, changing meets and the prompt yarding of the train. When such arrangements are made, the RTC will so advise all other employees having authority over the operation of the train, i.e. yard personnel at objective terminal, other RTC, etc. When, notwithstanding this arrangement, the reduced crew is unable to complete their tour of duty within 10 hours, the members of the crew may book rest after 10 hours on duty.

This provision will be applied as follows:

- (1) Employees must provide notice of rest within the first 5 hours on duty. The amount of rest desired to apply after 10 hours. In such cases the Company has the existing obligation to have them into the objective or home terminal and off duty in 10 hours.
  - (2) Employees who reach their objective terminal and are off duty in less than 10 hours will not be bound by the notice of rest given previously. Employees will then have the option of booking rest.
  - (3) Employees who are more than 10 hours on duty will be bound by the amount of rest booked. Other Regulatory requirements remain in effect.
  - (4) Employees who do not provide notice of rest within the first 5 hours are subject to work up to 12 hours. These employees will have the option of booking rest at the objective terminal.
- 18.07 When an employee on a crew gives notice to book rest the Company will make arrangements to ensure the employee is off duty within 10 hours. The Company may, at its option, relieve a single employee or it may require that all members of the crew be relieved. This may result in the Company requiring that rest be taken prior to the expiration of 10 hours and/or that the crew be relieved prior to 10 hours on duty, or 11 hours where applicable.
- 18.08 Employees who book rest enroute will, in all instances, be transported to their objective or home terminal in a vehicle provided by the Company, or on their own or another train, unless the circumstances in Clause 18.09 below are applicable. For the purpose of this Clause, an intermediate point in work train service, as described in clause 12.11, will be considered as an objective terminal.
- 18.09 When, due to circumstances beyond the Company's control, such as impassable road

conditions, it becomes necessary to take rest enroute, arrangements will be made by the Company for the necessary accommodation, including eating facilities, at the location at which rest is taken or employees will be transported to the nearest location where necessary accommodation and eating facilities can be provided. Rest will commence when accommodation is reached. Upon expiry of rest, if unable to complete their tour of duty on their own train or another train tied up at that location where their train was left, employees will be deadheaded to the objective or home terminal.

- 18.10 Time off duty on rest will be deducted in computing time for the continuous trip.
- 18.11 Employees taking rest enroute must first clear trains, which could otherwise be unable to proceed. Under normal circumstances this should not require employees to work beyond the time rest is due to commence.
- 18.12 Employees who have given notice to book rest, and are working on their train beyond 10 hours at a point short of the OMTS or designated point of the objective terminal, will receive a penalty payment of \$80.00 as outlined in Clause 18.13 below. For the purposes of this Clause, a crew is considered to be working until deadheading commences. Deadheading commences once the crew is physically in the mode of transportation to be used, or in the case where deadheading is to take place on the train, when a relief crew has taken control of the train.
- 18.13 Employees who have not requested rest in accordance with Clause 18.05 may, at the discretion of the Company, be required to work up to 12 hours in order to complete their tour of duty. In these circumstances, a crew who works in excess of 10 hours prior to reaching the OMTS or designated point of the objective terminal, will be entitled to a penalty payment of \$80.00 in addition to all other earnings for their tour of duty.
- 18.14 The penalty payment referred to in Clause 18.12 and Clause 18.13 applies to unassigned straightaway, turnaround and combination service on territories where fixed mileage rates have been established. These Clauses will also apply to assigned service or other territory, if mutually agreed to, by the General Chairman and the General Manager. These Clauses will apply to the Revelstoke/Golden Agreement, Sparwood Run-through Agreement, and Roadrailer Agreements. The penalty payment does not apply to Turnaround Combination Service (TCS).
- 18.15 Crews who arrive at the OMTS or designated point prior to 10 hours, and subsequently reach 10 hours on duty within the terminal will not be required to perform switching. Arrangements will be made to expedite the yarding of their train. Where other crews are on duty and available to assist, they will be used to yard the train.
- 18.16 In application of the following, employees in assigned road service may book personal rest following their tour of duty as required. Except as otherwise provided herein, employees may not book personal rest to the extent that such rest will make them unavailable for their next scheduled tour of duty. This clause will apply only when the conditions are such that the employee is able to comply, now and in the future, with regulations with respect to hours of service and provided that they have nine (9) consecutive hours off duty from their time off duty on the preceding tour of duty to the commencement of the following tour of duty. This clause may be subject to revision in the event that current governmental regulations are

modified.

- (1) Employees in assigned service working a five day per week assignment shall not be permitted to book rest beyond assigned starting times during their regular work week.
- (2) Employees in assigned service working a six day per week assignment shall be permitted to book rest beyond their assigned starting times once during their regular work week.
- (3) Employees in assigned service working a seven day per week assignment shall be permitted to book rest beyond their assigned starting times twice during their regular work week.
- (4) Personal rest booked beyond the commencement of the following day's tour of duty, which results in the employee making themselves unavailable for duty on that day shall result in a reduction of any guarantee payable.

#### 18.17 **IN AND OFF IN 10 HOURS - PENALTY**

Note: Formerly Appendix 9- 2007 MOS.

The Company is committed to work with the Union with a view of eliminating over hours violations. In addition, to address its concerns, the following will apply in the event employees are not in and off within the 10 hours as specified in the Collective Agreement.

- (1) When employees provide proper notice of rest to be in and off in 10 hours specified in the Collective Agreement and have not arrived at the objective terminal within 10 hours, the \$80.00 penalty payment is paid based on the following
  - a) the company, in consultation with the Union, will establish a time (a relief time), from locations where crews are commonly relieved on a subdivision, based on the normal transit time by taxi, from that location to the off duty point at the objective terminal
  - b) it is recognized that the transit times may differ depending upon the seasons and will be based upon changes in operations, routes, weather conditions, congestion, etc.
  - c) the employees, who have given proper notice of rest, and who have not departed the relief point to facilitate being in and off within 10 hours, within the transit times designated above will be entitled to an \$80.00 penalty payment.
  - d) the transit times will be based on the departure time of the taxi from the relief point to arrival time at the off duty point at the objective terminal and includes a standard tie up time.

#### **Illustration 1**

- Employees called in straightaway service from terminal A to Z and properly provides notice of rest
- The employees are relieved at station T and the normal transit time from station

T to terminal Z by taxi is 1 hour and 30 minutes

- if the employees are not in the taxi by 8 hours and 30 minutes into their tour of duty and have not arrived at the objective terminal within the 10 hours, based on the transit times outlined above, they will be entitled to the \$80.00 penalty payment.

(2) Employees who give proper notice of rest to be in and off in 10 hours will be able to book additional rest over 24 hours upon returning to the home terminal. The additional penalty rest will equal three times the amount of time they are over 10 hours on duty, with a minimum of 1 hour.

### **Illustration 2**

- Employees are called in straightaway service from the home terminal to the away-from-home terminal, provide proper notice of rest and are off duty in 10 hours and 30 minutes
- On the return trip, the same employees are called in straight away service from the away-from- home terminal, provide proper notice of rest and are off duty in 11 hours.
- the total time beyond 10 hours to and from the away-from-home terminal is 90 minutes
- the employees would have the ability to book up to 28 hours and 30 minutes rest upon return to their home terminal. This is based on the following calculation – 24 hours rest plus three times the 90 minutes that was in excess of 10 hours.

(3) Employees arriving at the objective terminal on their train and are subsequently over their 10 hours on duty will be provided the additional rest in the same manner as outlined in sub-clause 18.17(2).

(4) The additional rest provided for in sub-clauses 18.17(2) and (3) will not be used to reduce the spareboard guarantee or MBRs.

(5) The \$80.00 penalty payment will be in addition to all other earnings for the tour of duty and will be handled in the same manner as premium (NR) payments are presently handled, i.e. statutory holiday, pensionable service etc.

(6) For clarity this applies to crews called in straightaway and turnaround service but does not apply to Turnaround Combination Service (TCS). This applies to crews in road service (assigned, unassigned and work train). This does not apply to crews in Yard, passenger or commuter service.

**Note:** In cases where there is a significant outage the Company may defer the additional rest until the outage has been resolved.

#### 18.18 **IN AND OFF IN 10 HOURS**

NOTE: Formerly Appendix 10-2007 MOS.

- (1) To better track this issue it was agreed that the tie up screens would be modified so that employees would not be able to tie up without providing an indication whether or not proper notice of rest had been provided.
- (2) This information will be tracked and provided on a timely basis to the CMA Committee for analysis and establishment of metrics to measure compliance.

#### 18.19 **HOME TERMINAL REST**

NOTE: Formerly Appendix 12-2007 MOS.

- (1) In order to provide pool and road or common spareboard employees with additional flexibility and potentially extend their time between certain trips, the following was agreed.
- (2) Employees who book 24 hours rest at the home terminal, will not be placed on the working board (pool or common spareboard) until their rest expires, at which time their turn will be placed at the bottom of the working board and it will move up the board in normal fashion.
- (3) Employees who book other than 24 hours rest at the home terminal will continue to be run first in first out as is done at present.
- (4) This change will not result in any additional expense to the Company, including guarantees, and maintenance of basic rates (MBR) payments. As well, it cannot impact negatively on the Company's ability to operate trains.
- (5) This agreement will be implemented on voluntary basis at each terminal for all applicable road employees upon written request from the Local Chairperson(s) of the TCRC to the proper officer of the company.

#### 18.20 **EXTENDED HOME TERMINAL MILEAGE REST**

NOTE: Formerly 2018 MOS and 2015 Adams' Award.

Employees working unassigned road service including spareboards shall, unconditionally, be entitled to book up to 48 hours personal rest to ensure two consecutive nights upon reaching each of the following mileage thresholds:

##### Upon tie up at the Home Terminal

- After having accumulated 1075 chargeable miles, for your mileage period.
- After having accumulated 2150 chargeable miles, for your mileage period.
- After having accumulated 3225 chargeable miles, for your mileage period.

Employees will be allowed to revise their rest within 60 minutes of tying up.

Implementation of this change shall be effective with mileage date following the first of the month following ratification.

All other rest provisions of the Collective Agreement continue to apply.

- (1) The status quo restriction on booking rest prior to an EDO (24 hours) shall continue. Specifically, EDO's may not be used to extend 48 hours consecutive rest.
- (2) This award of up to 48 consecutive hours rest also applies to:
  - a Belleville and to
  - b ESRs unless the applicable ESR agreement excludes it.

However, the award of up to 48 consecutive hours rest does not apply to time pools.

## 18.21 **REST**

### **Rest After Annual Vacation**

- (1) An employee may, at his/her discretion, choose to book rest after annual vacation. Booking rest must be made to the CMC no later than 15:00, prior to the end of AV. When rest after AV is booked, it will be applied until 04:00. The employee will be subject to a standard call upon expiration of rest.
- (2) Should an employee choose not to book rest after annual vacation, the employee will be placed on the board subject to call for duty with the standard calling time for the home terminal of the employee.

### **Rest After Off for Miles**

- (3) An employee may, at his/her discretion, choose to book rest after returning from being off for miles. This request must be received by the CMC no later than 15:00, the day prior to the commencement of the following miles period. When rest is booked it will be applied until 04:00 of the first day of the new mileage period. The Employee will be subject to a standard call upon expiration of rest.
- (4) Should an employee choose not to book rest when returning from being off for miles, the employee will be subject to call for duty with the standard calling time for the home terminal of the employee.

### **Rest After Instruction Classes Other than RQ**

- (5) Recognizing employees are expected to attend instruction sessions for other than RQ during their off duty hours, to ensure they are rested for work, employees will be entitled to book between one and ten hours rest at the conclusion of the instruction session.

## 18.22 **EAST APPLICATION - APPLICABLE IN SERVICE IN UNITED STATES ONLY**

- (1) Employees will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until within 2 hours of the time limit provided under



Federal or State Law, whichever governs.

- (2) If an employee is tied up in a less number of hours than provided in the preceding paragraph they shall not be regarded as having been tied up under law, and their services will be paid for under the provision of this schedule.
- (3) When employee is tied up between terminals under the law they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the crew, either 8 or 10 hours, shall be the period of rest for the entire crew.

**Example:** The train crew is tied up at the end of 10 hours by an employee who has been on duty 12 hours. They are required to take 10 hours rest. The pay of the train crew begins at the expiration of 8 hours and the engine crew at the expiration of 10 hours.

**Question:** If part of a crew has been in service sufficiently long to permit them to be tied up for the purpose of the law and the remaining members of the crew have not been in service a sufficient length of time, would all members of the crew be paid under the Collective Agreement and independent of these rules?

**Answer:** Yes. The decision given by General Managers' Committee in Chicago, April 19, 1908, at the first settlement of the question.

- (4) Continuous trip will cover the movement, straight away or turnaround, from initial point to the destination train is making when required to tie up. If any change is made in the destination after the employee is released for rest, a new trip will commence when Engineer resumes duty.
- (5) Employees tied up under the law will be paid continuous time or mileage of his schedule from the initial point to tie-up point. When they resume duty on a continuous trip they will be paid from tie-up point to terminal on the following basis:  
  
For 50 miles or less, or 4 hours or less, 50 miles pay. For more than 50 miles up to 100 miles or over 4 hours and up to 8 hours, 100 miles pay. Over 100 miles or over 8 hours, at schedule rates. This provision does not permit the running of Engineer through terminals, or around Engineers at terminal, unless such practice is permitted under the pay schedule.
- (6) Employees tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine, or caboose, will be paid therefore as per Paragraph 5 of this Clause, the same as if he had run to such terminal.
- (7) Employees tied up in obedience to the law will not be required to watch or care for engine or perform other duties during time tied up.
- (8) Yardmen required to work 12 hours will resume work when their rest period is up under the Federal law, and then be permitted to work 8 hours, or paid therefore.

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**ARTICLE 19 - REST HOUSE FACILITIES**

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Note: From 2007 MOS; Formerly Article 16 LE West and LE East, Article 33 CTY West and CTY East.

- 19.01 The Company will provide rest house facilities at the away-from-home terminals for employees covered by the terms of this Collective Agreement.
- 19.02 If a rest house facility is insufficient to meet normal requirements, the Company will take immediate action to increase the necessary accommodations to the extent required.
- 19.03 If a rest house facility is temporarily insufficient to meet requirements due to any abnormal situation such as an accumulation of crews beyond the capacity of the facility, the Company will provide, at its expense, whatever necessary additional accommodation is required in order that employees can get adequate rest and properly prepare for work.
- 19.04 The Company may elect to provide suitable sleeping accommodation in a hotel, motel or other suitable place located convenient to the point where employees regularly go on and off duty. These rest facilities will be consistent with the standards necessary to ensure the employees can obtain adequate rest and properly prepare for work. If other than temporary these rest facilities will contain cooking and eating facilities.

Temporary accommodation may be provided during renovations of existing rest house, when building a new rest house or if a rest house is agreed to be unsuitable for any reason. The Company may elect to provide suitable temporary accommodation in a hotel, motel or other suitable place located convenient to the point where employees regularly go on and off duty. When temporary accommodations are provided and do not include cooking and eating facilities, they will be located within walking distance of a suitable restaurant or transportation to a suitable restaurant will be provided. When cooking facilities are not provided in these temporary accommodations under this clause, each crew member will be given a meal allowance of \$12 for every 8 hours, or part thereof. Crews will not be expected to stay in temporary accommodations longer than six months unless otherwise mutually agreed.

Passenger Employees will be provided with suitable sleeping quarters at away-from-home terminals convenient to passenger stations.

If there is disagreement between the parties in regard to the suitability of accommodation other than in a rest house, such disagreement will be expedited through the grievance procedure up to and including the submission to arbitration for final and binding resolution.

- 19.05 At terminals where circumstances warrant, arrangements will be made between the Local Union Representative and the designated Company Officer for the provision of transportation for employees:
  - (1) Between the rest house and/or point of reporting for duty and the point of departure,
  - (2) Between the point at which the train is yarded, the shop track and/or the change off point for run through trains, and the point of reporting off duty and/or the rest house.
  - (3) To or from the point where employees take charge of the locomotive or train,

- 19.06 Where employees are required to travel between yards or stations within larger terminals such as St. Luc-Montreal, Toronto Freight Yard-Toronto Station, Winnipeg Freight Yard-Winnipeg Station, Alyth-Calgary Station, arrangements will be made between Local Union Representatives and the designated Company Officer for the provision of transportation between the points concerned along with an equitable travel allowance provided payment of such allowance does not result in duplicate payment.
- 19.07 Rest house facilities will be equipped with the following:
- (1) Sleeping, dining, kitchen, lounging, TV's (cable or satellite service), washroom facilities (including showers and toilets) and drying room facilities. Segregated male and female washroom facilities or unisex single use washroom facilities will be provided in accordance with federal regulations.
  - (2) Air conditioning
  - (3) A common room separate from bedrooms to allow for the hanging and drying of outerwear and work clothes, individual food storage lockers, fire exits and alarm system.
  - (4) Single occupancy bedrooms, with a minimum floor area of eighty (80) square feet and will include the following items:
    - a) Bed
    - b) Mirror
    - c) Bedside table
    - d) Chair
    - e) Electrical outlet
    - f) Telephone with adjustable ring volume and illuminated number pad.
    - g) Clothes hanging facilities and area to place grip
    - h) Adequate lighting and reading lamp
    - i) Black out window blinds
    - j) Solid core wooden door with lock.
- 19.08 Beds will be oversized singles (at a minimum) with box spring and spring-filled mattress with appropriate bedding. Linens will be changed after each occupancy, and bedding will be changed and cleaned at regular intervals.
- 19.09 Kitchen facilities will be equipped with refrigerator, adequate cooking stove(s) and oven facilities; microwave oven(s), utensils; dishes; soap and towels and appropriate ventilation.
- 19.10 Rest house facilities will be maintained in a clean and sanitary manner by personnel other than Engineers or Trainmen/Conductors. Employees will cooperate in keeping rest houses in a clean and orderly condition. Employees using cooking utensils and dishes will be responsible for leaving them in a clean condition.
- 19.11 When practicable, rest houses will be located in a quiet area, convenient to the point where employees usually report on and off duty.
- 19.12 In addition to the above, each rest house that is newly constructed or undergoes a major renovation will meet the following minimum standards.

- (1) Bedrooms will be built to a minimum SCT (Sound Coefficient Transmission) rating of 50 Decibels.
  - (2) All bedrooms will contain at a minimum double pane opening sash windows.
  - (3) Each room will have individual heating and cooling controls.
  - (4) In all cases where major renovations or new facilities are being built or when a third party facility is being considered, Local Union representatives shall meet with the Company to review location, standards and design. Such discussions will include a review of the proximity to railway tracks or other industrial or commercial activity and determination of transportation, floor coverings, furnishings and other amenities to be supplied.
  - (5) The Company confirmed that its intent was not to remove computer terminals at locations where currently available at resthouses and, where practicable, to provide such terminals at newly constructed and renovated resthouses.
  - (6) In newly constructed or renovated rest houses, the issue of televisions in each room could be reviewed and where mutually agreed, televisions would be provided. In such cases, these televisions would be headphone capable.
- 19.13 Rest houses undergoing major renovations and newly constructed rest houses, will be supplied with a private bathroom with a toilet, sink and mirror in each sleeping room. In cases where the Company can demonstrate they are unable to install bathrooms in rest houses undergoing major renovations for structural reasons, for issues relating to availability of utilities, or if such a change would be cost prohibitive (it would increase the cost of the proposed renovation by 50% or more), this requirement will not be applied.
- 19.14 Specific concerns that the Union may have with respect to any rest house facility, shall be advanced to the designated Company Officer by the Local Chairman or his designate. The designated Company Officer shall investigate to determine what areas, if any, may require attention and where necessary, correct the situation and advise the Local Chairman and/or his designate, in writing of the results of the investigation. Unresolved issues or any disagreements on the suitability of any accommodation may be brought to the attention of the General Chairman and the Assistant Vice President, Operations for further handling which may proceed to arbitration for final settlement should it become necessary.
- 19.15 The local rest house committees for the Union, and local managers and representatives from the facilities group of the Company have both the authority and the obligation to deal with site specific issues that ensure the rest house facilities are equipped and maintained to provide the appropriate conditions for crews to obtain rest, meals and spend time between trips.

The list below, while not exhaustive, outlines a number of issues that should be dealt with by the local representatives of our respective organizations. Any issues not able to be resolved at this level will be escalated accordingly within both of our organizations.

- (1) Building maintenance issues
- (2) Cleaning issues

- (3) Types and number of pillows to be provided
- (4) Bedding and cleaning schedules
- (5) Amenities provided in sleeping and common rooms
- (6) Transportation to and from the work location where required

[\(Note: Refer to Letter Re: Bunkhouse Review Process\)](#)

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**ARTICLE 20 - LOCKERS AND REPORTING LOCATIONS**

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Note: From 2007 MOS.

**20.01 REPORTING FOR DUTY**

- (1) Employees will be supplied with an individual locker at the home terminal located conveniently to the point where they usually go on and off duty.
- (2) At the home terminal, employees will report for duty at the time ordered for at their locker unless otherwise agreed upon between the Local Chairman and the Superintendent. At the away-from-home terminal such employees will report for duty at the times ordered for at the same place which may be at the yard office, station or train order office as designated by bulletin or such other place as may be agreed upon between the Local Chairman and the Designated Company Office.

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**ARTICLE 21 - MISCELLANEOUS**

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Note: From 2022 MOS; Formerly 2018 MOS Article 6, clause 25.03, clause 25.04 and article 28 LE West and East, clause 25.07 CTY West, clause 25.13, CTY East and clause 27.03, 27.04 and article 63 CTY West and East. (Former clause 28.01 (formerly first paragraph) LE West and East – Archived.)

**21.01 MEALS ENROUTE**

- (1) Trains will not be delayed nor train operations disrupted solely as a result of stopping trains to eat.
- (2) Crews will report for work suitably prepared for a tour of duty recognizing that the opportunity to take a meal will be governed by the practicality of train operations.
- (3) At the initial terminal, when crews are delayed for any reason, resulting in their being on duty in excess of four hours, such crews will be allowed to obtain food provided eating facilities are available and the time taken does not exceed forty minutes. In circumstances where it is expected that crews will be delayed four hours or more, a supervisory employee may, after two hours on duty, offer an opportunity to the crew to obtain food. Where transportation is required the Company will so arrange.

Crews who have obtained food or declined this opportunity in accordance with the preceding paragraph will not be allowed to delay the train in the terminal to eat after four hours, and they will be expected to take their train through to the objective terminal

without further opportunity to obtain food en route. The provisions of this Clause will not apply once the train has been made up and is en route to the objective terminal yet still within the initial terminal.

- (4) Crews who will encounter delays of forty minutes or more en route due to operating conditions including track blockages, track maintenance work, and meets, etc. will be so advised and be given an opportunity to obtain food, provided eating facilities are readily available and there is no additional delay to the train.

The purpose of this clause is to meet the legitimate needs of the employees who require an opportunity to obtain supplementary food while recognizing the need to handle traffic expeditiously.

- (5) **CTY APPLICATION** - Time occupied in taking meals en route will not be deducted in computing overtime or arbitraries unless such overtime or arbitraries have been increased by Trainpersons delaying the train by taking time to eat.

#### 21.02 **CREW CALLING**

- (1) The Company will record all incoming and outgoing telephone calls pertaining to the calling of crews and this information will be retained for a minimum of 60 days. Accredited Union Officers shall have reasonable access to these recordings upon request to a Company Officer.
- (2) In the event that specific information is requested by the Accredited Union Representative, the recording, or a transcript of the requested portion, will be retained and furnished upon request.
- (3) Employees will be afforded in thirty (30) minute increments courtesy calls at the home and away from home terminal if desired. Any abuse of courtesy calls will result in a loss of privilege for a ninety (90) day period.
- (4) When two employees are called from the spareboard for the same assignment or tour of duty, the senior employee will be given preference to the higher rated position. Employees will be responsible for contacting the Crew Management Centre in the event they are called out of turn.
- (5) **LE APPLICATION** - The Company will consult with the Union prior to making a change of consequence in the calling procedures.

#### 21.03 **BALANCE OF PAYCHEQUES**

- (1) Road Service employees who have access to, and who are being called and paid under the auspices of the centralized crew calling procedure (CMA) have the option of equalizing their earnings between pay periods. The payment of claims in one period may be delayed until the pay period immediately following the pay period in which the claim has been deferred for payment. The only exception will be the last pay period of the year.

- (2) Earnings, as described in sub-clause 21.03(1) above do not apply to annual vacation or general holiday claims.
- (3) Employees will be required to advise the Company of their intention to defer the submission of the claims prior to the completion of the pay roll cut off date of the preceding pay period.
- (4) The Company will specify the cut off day for the deferral of such claims, and also the manner in which such deferral will be noted by the employee on the appropriate CMA screen.

#### **21.04 HANDLING RADIO & DOCUMENTATION**

- (1) The Company may assign personal lightweight portable radios to operating employees for the performance of their duties.
- (2) Employees who are issued or assigned such radios are expected to be responsible for its care and custody, while such equipment is assigned to them.
- (3) Employees must ensure that such radios are in working order. Accordingly, radios, which are not operating as required, must be brought in for servicing. In such circumstances temporary replacement radios will be provided.
- (4) The Company will provide batteries and required maintenance or repairs at no cost to the employee.

#### **WORK RELATED EQUIPMENT**

- (5) Loss of or damage to assigned radios may be investigated and responsibility, if any, assessed on an individual basis.
- (6) The Company will not be subject to any additional wage claims when operating employees are deadheaded and transport their assigned radios, regardless of the mode of transportation used.
- (7) An employee will be required to return assigned radios at the request of the Company.
- (8) Employees, whether in active work service or deadheading, required to handle operating authorities or other documentation pertaining to their own trains shall not be entitled to any additional compensation by reason thereof.
- (9) The provisions of this Article are applicable to employees in Road and Yard Service.

#### **21.05 SAFETY FOOTWEAR SUBSIDY**

Active employees working as a Locomotive Engineers, Conductors, Trainmen or Yardmen are eligible to receive 75% of the total purchase price to a maximum of \$150 CAD per calendar year towards the purchase of safety footwear. No duplication of payments for safety footwear, including with any existing Company Policy or Procedure, will be permitted.

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**ARTICLE 22 - TRAINING DEVELOPMENT**

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Note: Formerly Article 5 LE West and LE East, Article 84 CTY West, Article 64 CTY East and new article from 2007 MOS (including Appendix 28).

- (1) Classroom instruction and on-the-job training where required will be performance based and will not be tied to any obligatory number of working tours of duty prior to being declared qualified.
- (2) Training programs for Rules Qualifications, New Hire training and Locomotive Engineer training will be developed in consultation with the General Chairman or their designates.
- (3) The Company will provide the Union an opportunity for input in the development of an advanced Locomotive Engineer Training Program for employees already qualified as Locomotive Engineers. The Training Department will contact the offices of the General Chairmen to make arrangements for gathering input.
- (4) Within six (6) months of the implementation of a new training program, the Company and the Union will meet to review the course material to determine if changes are appropriate, based on the first six (6) months of training that has been completed. The time period within which this review will be conducted, may be adjusted as deemed appropriate by the parties.
- (5) In the event of a disagreement with respect to the structure and/or content of a training program, the General Chairman(men) of their designate may raise such concerns with the Director Labour Relations or their designate. Failing resolution at this level, the issue(s) may be progressed to the Vice President TCRC and the Assistant Vice-President, Labour Relations.
- (6) All training programs above will be filed with the office of the TCRC VP and National Legislative Representative.
- (7) Prior to the introduction of new equipment or technology, the Company will discuss with the Union the most appropriate approach to training. For example, the Cab Committee would be used to jointly determine how training for new technology would be introduced on locomotives and the CMA Committee would be used to jointly determine how training for new technology would be introduced with the Crew Management Application. Where such mechanisms are not appropriate, or the committees cannot agree, the matter will be referred to the applicable General Chairman and AVP Operations for discussion.

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**ARTICLE 23 - FIELD PLACEMENT COORDINATOR & COACHES**

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Note: 2022 MOS and Formerly Article 36 CTY West and CTY East, 2018 MOS.

- 23.01 A local union representative will be invited to participate in the interview and selection process of new employees and assist in jointly identifying and jointly selecting Coaches.



In participating in this process, it was recognized that the criteria for the selection of Coaches as provided by the Training Department are on the next page.

- 23.02 The Company commits to provide a 2 to 3 day coaching program to Yard/ Conductors/ Yard Service Employees who will be responsible for training new hires during their Qualification period.

In making this commitment the Company indicated that such programs would be provided prior to hiring a new class at a given location and that a sufficient number of coaches would be trained per terminal depending upon the number of trainees that are scheduled to train at that location, the nature of training required at the terminal, and the specific training program at that terminal. An assessment of the number of coaches available will be done at the beginning of each new class.

### **Coach**

#### Purpose & Objective:

To demonstrate tasks related to the role of a Conductor. Observe Trainee performance and provide positive and improvement feedback both verbally and in written form.

#### Selection Criteria:

Viewed by union and management as an individual with excellent safety practices (cardinal rule and safety rule violations)

Minimum 1 year experience as a running trade employee

Well respected by peers (running trades employees and management)

Need to demonstrate superior rules knowledge (CROR and Safety)

Demonstrated attention to detail (follows procedures, accuracy in documentation, concentrate on routine work, etc.)

Demonstrated ability to manage individuals effectively in a professional and courteous manner

Demonstrated ability to communicate (written and verbal) effectively with running trades employees and management

Demonstrated ability influence and persuade (convince Trainee in both positive and negative circumstances)

Demonstrated ability to develop effective relationships (develop rapport and recognize individual concerns and feelings)

Previous coaching experience is an asset

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**ARTICLE 24 - NEW HIRE TRAINING AND EXPERIENCED TRAINMEN**

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Note: From 2007 MOS; Formerly Article 36 CTY West and CTY East.

24.01 A local union representative will be invited to participate in interview and selection process of new employees.

In participating in this process, it was recognized that the criteria and the process for selection of new employees would be provided by the Human Resources Department.

24.02 To qualify as a Trainman, a new employee must be experienced and competent. One Trainman on all trains must be experienced and competent and one Trainman on all trains must be acquainted with the road.

24.03 For the purpose of this Article, a Trainman shall be deemed to be experienced and competent when they have met one of the following requirements:

(1) Has completed a comprehensive CPR approved training program as a Conductor/Yard Foreman and Yard Service Employee (where applicable) and has been qualified by the appropriate Company Officer; or

(2) A Trainman/Yardman who has worked at another Railway as a qualified running trades employee within the past three years, has successfully completed and passed all training as deemed necessary by the Company, has exhibited proper working practices and has been qualified by an appropriate Company Officer.

24.04 Instruction and on-the-job training (OJT) will be performance based and will not be tied to any obligatory number of working tours of duty prior to being declared qualified.

24.05 New Hires required to undergo training by the Company as outlined above shall be compensated as per the conditions outlined in Article 1 provided they are available and follow the instruction schedule established for them.

24.06 In the application of Road Service Seniority Article, clauses 87.03 and 92.01, the first day in the training program will be regarded as the first pay trip and the rank of each employee in such training program shall be based on the date and time each applied for the position of Trainman/Yardman.

### **EMPLOYEES HIRED WITH PREVIOUS RAILROAD QUALIFICATIONS**

Note: Formerly November 13, 2004 Letter Re: Training Protocol.

24.07 The following protocol deals with employees hired by CPR who have previously qualified as a Running Trades employee in Canada.

24.08 It is understood the following applies in respect to training:

<b>Scenario</b>	<b>Classroom Training (Trainmen)</b>	<b>On the job training (Trainmen)</b>	<b>Other requirements</b>	<b>Step Rates</b>
Former CPR employee - valid RQ, returns to the Company within 90 days.	-none if RQ applicable to the area	-familiarization	-n/a	- Recognize previous service
Former CPR employee - returns to the Company after 90 days but within three years of working as a running trades employee.	RQ if no longer valid at RQ rates. - First Aid, SOFA, Dangerous Commodities, Fire Extinguisher, Harassment & Discrimination, Violence in the Workplace training if not previously received and local union presentation as per clause 12 at training rate.	At a minimum familiarization. To be extended depending upon amount of experience and time away from work as determined by local management in consultation with local union officers	- Medical examination & regulatory requirements	- Recognize previous service
Not a Former CPR employee - previously qualified and working as a running trades employee within three years of date of hire.	-1-2 wks training including: differences training, RQ class, First Aid, SOFA, Dangerous Commodities, Fire Extinguisher, Harassment & Discrimination, Violence in the Workplace training and local union presentation at training rate.	Depending upon level/type of prior experience, amount of time since working, familiarization to be determined by local management in consultation with local union officers	- Medical examination & regulatory requirements	- Recognize previous service

24.09 If the employee was a qualified Locomotive Engineer, in all scenarios, they would be required to re-qualify. The amount of familiarization prior to such requalification would be dependent upon the complexity of the territory and the employee's familiarization.

24.10 Further, recognizing that the training and other requirements will change over time, individual cases or circumstances which fall outside these general scenarios will be discussed between Labour Relations and the General Chairmen offices.

24.11 For the purposes of Trainmen seniority, the "first paid trip" as outlined in clause 24.06 of this Article, is understood to mean the first day for which the new employee receives compensation. This may include the first day of class, RQ training or familiarization, whichever is appropriate.

- 24.12 For the purposes of Trainmen seniority and clause 24.06, current CPR employees who apply and are accepted for a position in the running trades ranks, will be deemed to have applied for the position prior to those employees accepted into the program outside of CPR. If there are two CPR employees who are accepted into the program, the order of their application will be ranked based on earliest continuous service date.
- 24.13 Regardless of whether or not the new employee is trained as a Locomotive Engineer, their Locomotive Engineer seniority standing will stand behind the next senior trainperson on the appropriate seniority list.
- 24.14 It is understood that training needs may vary with regulations and Company requirements, as per the collective agreement, any changes to the training program and the amount of familiarization may take place after consultation with the General Chairmen. No other alterations, however, shall occur to this protocol without prior consent of the applicable General Chairmen.
- 24.15 In the event an employee is directed to train at other than their home terminal, the following will apply:
- (1) The Company will arrange and provide appropriate transportation. Employee's authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the Collective Agreement in accordance with the conditions attached thereto.
  - (2) Unless otherwise agreed, the Company will provide accommodation, which may be in hotels, motels or Company facilities. Such accommodation will be in clean, single occupancy rooms and, to the extent it is practicable to do so, will included cooking facilities.
  - (3) Employees for whom accommodation is provided will be paid an allowance of \$15.00 per day on each day of the training program for meals when the accommodation provided has cooking facilities and \$25.00 per day where cooking facilities are not available.
- 24.16 The comprehensive training program referenced above, in addition to any instruction deemed necessary by the Company, will consist of a period of Qualification and a period of Familiarization under the conditions outlined below.
- (1) **Qualification** - The period of Qualification will be comprised of instruction and On-the-Job Training (OJT) with the purpose of providing the new employee with the basic skills required to be a Conductor/Yard Foreman and Yard Service Employee, where appropriate. During this period, the objective is to assign trainees to specific coaches and minimize the number of coaches for the trainee. Time spent training during this period in the Yard and on the Road to be based upon type of work at the terminal. Once deemed qualified in the basic skills, the trainee enters into the Familiarization period of the program, where required.

- (2) **Familiarization** - The objective of this part of the training program is to familiarize the trainee on the jobs that the trainee will work when the program is completed. The new trainee is not to be placed on the board until both periods have been completed. The amount and type of familiarization required to be able to perform the functions of a Trainman to be based on the likely jobs that employee will be working upon completion of the program and are to be determined through consultation between the Company and Local Union Officers or their representatives. In the event there is disagreement at the local level, the matter will be advanced to the General Chairman and General Manager for resolution. If resolution cannot be reached at that level the matter will be advanced to the VP Field Operations and the VP/NLR TCRC for resolution prior to implementation.
- (3) The guidelines referred to above are to be jointly developed by the Company and Local Union Officers or their representatives at each location and reviewed upon the start of each new training program. In the event of a disagreement, concerns may be raised to the General Chair and the Director Labour Relations.
- (4) Where deemed necessary due to terminal complexity, newly qualified Conductors/Yard Foremen may be restricted to Yard Helper/Yard Service Helper for up to six months in consultation with Local Union Officers.
- (5) Final Qualification will be based on the demonstrated ability to safely and adequately perform the responsibilities of the position in question. In the event of a concern regarding the overall qualification process including the number of trips, such issues may be advanced to the VP of Field Operations, AVP of Labour Relations and the VP of TCRC.
- (6) As part of this program, Local Union Representatives and Local Company Managers will address new employees, for up to 4 hours duration, with respect to employees' rights and obligations. The Company will pay Union Representatives for their attendance at these presentations, which shall be jointly developed and delivered. Additionally, Union Health and Safety Representatives may also make a presentation to the Trainee Class for up to 4 hours duration. The Company will pay these representatives to address the class and these sessions will be attended by Management Representatives.
- 24.17 The training course referred to above may be established from time to time and at such locations, as the Company deems necessary.
- 24.18 New Hires are required to pass all examinations during the course of their training. In the event a trainee fails to pass one of the exams, he/she will be given the opportunity of one (1) rewrite during the entire program. In the event a trainee fails to pass a rewrite or fails a second exam, he/she will be removed from the training program and terminated from Company service.
- 24.19 A Conductor will not be required to take out a Trainman who, in their opinion, is incompetent more than one round trip, unless their incompetence is disproved.

24.20 Employees withdrawn from active service to attend training for promotion to Locomotive Engineer will be compensated as per the provisions of the Collective Agreement for each day they are withheld for such training and examination. This rate shall include on the job training and classroom instruction.

24.21 A Trainman who has completed the comprehensive training course above and has been qualified may be given additional training in the form of an additional number of student shifts or tours of duty. When taking such additional training such Trainman shall be compensated as being held off on company business with the exception that payment for expenses incurred shall not be made. Such payment, when added to compensation earned, shall not be less than the monetary equivalent of the monthly guarantee applicable to the class of service from which they are withheld at the time such additional training commenced.

### **EMPLOYEES HIRED FROM COLLEGES**

Note: Formerly 2007 MOS Appendix 19.

24.22 When hiring new employees who graduated from a recognized Conductor Training Program at a post secondary institution such as SAIT, BCIT, George Brown College, et al it is agreed that the establishment of seniority will be based on their "first paid trip" as outlined in clauses 24.06, 87.03 and 92.01 and it will be established upon actual commencement of training as provided within the Collective Agreement at the terminal in which the employee is hired to be employed.

Should there be a training class scheduled to begin training at that terminal, and the trainees have been interviewed and selected, the college new hires will begin training on the same scheduled day as the other trainees. Otherwise, the college hires will begin training at a mutually agreed upon date following the interview process.

When more than one employee commences their "first paid trip" on the same day, their placement will be based upon the date and time each applied for the position of trainman yardman within the district, on the region and across regions, without consideration to differing time zones.

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## **ARTICLE 25 - LOCOMOTIVE ENGINEER TRAINING**

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Note: Formerly clause 30.18 LE West and 30.09 LE East and article 75 CTY West and CTY East.

25.01 The term Trainperson/Yardperson is in recognition of the Interchangeable Rights Agreement.

25.02 To be eligible for training, a Trainperson/Yardperson must have at least two years of cumulative service in Road and/or Yard Service.

25.03 After being scheduled for training, Locomotive Engineer Trainees shall be required to work in Road Service at their home terminal, including Road or Common Spare boards, when and where their seniority entitles them to do so.

- 25.04 Upon completion of the initial classroom and technical portion of the Locomotive Engineer Training Program, trainees whose seniority permits them to hold work as a Conductor at their respective home terminal, will return to that position. They will perform the duties of Conductor and when those duties permit, and they are working with a qualified trainer, they will receive on the job training to become qualified as a Locomotive Engineer.
- 25.05 The Company in consultation with the Union, will identify subdivisions or subdivision runs upon which it is impractical to provide on the job training.
- 25.06 When seniority does not permit a Trainee to hold work as a spare or regularly assigned Conductor at their respective terminal, as outlined in Clause 25.03, when required they will train as an additional employee in the locomotive and will be compensated at the rate established in the same manner as outlined in clause 25.12.
- 25.07 The Company reserves the right to train Locomotive Engineers on a one-to-one basis at its discretion.
- 25.08 Unless as expressly provided in Clause 25.04, once training has commenced in the initial mechanical and rules instructions classes, trainees will not be required to work as a Trainperson or Yardperson during the training period. Time engaged during the training period shall not interrupt the candidates' continuous employee relationship.
- 25.09 A candidate may be dropped from the training program at any time during the training period if in the judgment of the Company they do not demonstrate the fitness and ability required to serve in the capacity of a Locomotive Engineer. If a candidate is dropped from the training program by the Company, they shall be advised the reason therefore in writing should they so request, and will return to service as a Trainperson or Yardperson in accordance with their seniority.
- 25.10 Trainpersons do not have a contractual right to be the only source of Trainees for the position of Locomotive Engineer. When sufficient applicants from Trainpersons/Yardpersons are received, preference shall be given such applicants.
- 25.11 Locomotive Engineer training and qualification will be performed in the following manner:
- (1) Once accepted, the Company shall establish the schedules for Trainees in accordance with the following:
    - a) Upon successful completion of the initial mechanical and rules training, the Trainee will receive two weeks of one-on-one instruction by a qualified Locomotive Engineer Instructor for locomotive operation and orientation in either Yard, Assigned or Unassigned Road Service.
    - b) On the job training will occur while the employee is performing the duties of Conductor
    - c) Final qualification must be by the appropriate Company Officer. Locomotive Engineer trainees may have up to two months one-on-one training in the application of sub-clauses 25.11 (1) (f) and (g) below.

d) Training Program Guidelines

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
Mechanical & Rules Instruction	2 Week 1-On-1 Training	Working On the Job Training with a Qualified Locomotive Engineer Instructor (max 18 Months)	Mechanical & Rules Instruction	Qualification as Locomotive Engineer including unique training where applicable	Familiarization/Qualification on other primary runs	Qualified as a Locomotive Engineer

- e) Employees who participate in OJT training in Phase 3 as outlined in this article, will, upon the commencement of phase 4, will be provided with a one-time bonus payment of \$1,000.
- f) Unique training requirements necessitated by extensive grades and extremely heavy and/or sensitive switching will result in "location/activity" specific one-on- one training prior to attempting qualification. Such time to form part of the two months noted in bullet 3 above. Local Management and Union representatives will identify unique requirements on a terminal-by-terminal basis.
- g) Time spent on familiarization and qualification on other primary runs will form part of the two-month one-on-one training referenced in sub-clause 25.11 (1) (c) above.

25.12 Candidates selected for training for Locomotive Engineer will be paid the greater of 3800 miles per month at the Conductor's rate of pay or the individuals earnings for the past year (1/52 of working service). This rate will be applied to classroom training, technical training, when operating as an additional employee and Road Service familiarization when not performed in conjunction with regular duties.

This rate will be paid bi-weekly, pro-rated on a daily basis during the classroom, technical, and practical one-on-one training when not working as an active Conductor.

**Note:** Employees who elect to receive payment based on 1/52 of the past years earnings, will receive that rate for the duration of that training period and general wage increases, if any, shall not be applied to that rate once established.

25.13 After completion of training and certified as qualified to work as a Locomotive Engineer, candidates shall be governed on the Locomotive Engineer's Seniority List in the manner prescribed in Article 56.

25.14 Locomotive Engineer Trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.

25.15 After being qualified to work as a Locomotive Engineer, Trainpersons/Yardpersons shall be required to work as a Locomotive Engineer when required on both a regular and single trip basis.



25.16 A qualified Trainperson/Yardperson who is not regularly assigned as a Locomotive Engineer, may be withheld from their regular run or assignment to work as a Locomotive Engineer for single trips, in accordance with sub-clause 113.01(6). A Trainperson/Yardperson shall be paid not less than the earnings they would have made on their regular run or assignment whether or not they are used. Payments made under the provisions of this paragraph will be used to make up any guarantee to which a Trainperson/Yardperson may be entitled.

25.17 A Trainperson/Yardperson shall retain their seniority standing as such and after being qualified to work as a Locomotive Engineer, they shall have the right to work as a Trainperson/Yardperson in accordance with their seniority when not required to work as a Locomotive Engineer.

Trainpersons/Yardpersons who are unable to hold a position in pool or assigned freight service will not be required to work on a road or Common Spare board when they can hold a regular position in passenger or Yard Service.

Such Trainpersons/Yardpersons may exercise their seniority into yard service provided they had secured a regular position in Yard Service at or subsequent to the semi-annual bulletining of assignments immediately preceding the date on which they were reduced from a Locomotive Engineer's position, and/or they can exercise their seniority to permanent vacancies in Yard Service when they occur in accordance with the interchangeable rights agreement.

25.18 A qualified Trainperson/Yardperson shall work under the provisions of the Collective Agreement governing the class of service in which they are employed.

25.19 From time to time, as it may be deemed necessary, the Company shall require a qualified Locomotive Engineer from the ranks of Trainperson/Yardperson to make refresher trips as a Locomotive Engineer in Road Service. Qualified Locomotive Engineers who do not work as a Locomotive Engineer for 12 consecutive months will be required to make a refresher trip.

25.20 Refresher trips as a Locomotive Engineer shall be made on such trains and on such Subdivisions as may be stipulated by the Designated Company Officer.

25.21 A qualified Locomotive Engineers who is working as a Yardperson in Yard Service shall not be required to make a refresher trip as a Locomotive Engineer in Road Service on their assigned rest days.

25.22 A qualified Locomotive Engineer who is required to make a refresher trip as a Locomotive Engineer in Road Service shall be paid the greater of earnings lost while making a refresher trip or the mileage paid to the train crew on the train on which the refresher trip is made.

25.23 Qualified Locomotive Engineers from the ranks of Trainperson/Yardperson who are restricted to Trainperson/Yardperson as a disciplinary measure and who are subsequently reinstated as a Locomotive Engineer shall be required to make refresher trips as a Locomotive Engineer as may be required by the Designated Company Officer. In these circumstances no payment for making refresher trips shall be allowed.

25.24 Employees with a seniority date **on or subsequent to June 5, 1992.**

- (1) Subject to the provision of this clause, employees are obligated to take training in their seniority turn and may not refuse training. Selection of candidates for training shall be the responsibility of the Company with input from local union officers. The selection process will include an aptitude test prescribed by the Company. If an applicant is not selected, they will be advised, in writing, the reason therefore. Within 90 days of notification, employees who are not selected may request to be considered for the next Locomotive Engineer's program at their home location. Such request can only be made once and will not be denied.
- (2) Employees who fail to qualify for the position of Locomotive Engineer will be returned to their previous position and will retain and continue to accrue seniority under the Trainpersons/Yardpersons Collective Agreement.
- (3) Employees may only withdraw from the training program if exceptional circumstances exist and then only when such withdrawal has been agreed upon by the General Chairman or his designate and the designated Company Officer. In such circumstances, the employee will be given another opportunity to qualify as a Locomotive Engineer. Withdrawal from the program pursuant to this clause is not considered to be a failure to qualify.
- (4) At the Company's discretion, and based on performance in their earlier class, employees who have failed in their first attempt, may be given a second and final opportunity to qualify as a Locomotive Engineer. A decision to deny a second opportunity to qualify will be given, in writing, to the employee.
- (5) Employees absent from work due to illness or injury and in receipt of WIB or WCB Benefits; on a leave of absence (including education, and working for an external shortline and retaining flow back rights to Canadian Pacific Railway); working full time for the Union; or having been promoted to an official position with the Company, who have a seniority date on or subsequent to June 5, 1992, will be required to accept Locomotive Engineer Training in their seniority turn upon their return to the active Canadian Pacific Railway workplace.

25.25 Employees with a Seniority date **on or prior to June 4, 1992**

- (1) In order to be eligible for selection for training as a Locomotive Engineer the applicant must pass the aptitude test prescribed by the Company. Selection of candidates for training shall be the responsibility of the Company. Where qualifications are relatively equal, applicants will be selected on the basis of seniority from the Interchangeable Rights Master Seniority List. If an applicant is not selected, they will be advised, in writing, the reason therefore.
- (2) A candidate may withdraw from the training program by so advising the Company and may return to service as a Trainperson/Yardperson in accordance with their seniority.

- (3) Employees absent from work due to illness or injury and in receipt of WIB or WCB Benefits; on a leave of absence (including education, and working for an external shortline and retaining flow back rights to Canadian Pacific Railway); working full time for the Union; or having been promoted to an official position with the Company, who have a seniority date on or prior to June 4, 1992, and who didn't make application for the last bulletin for Locomotive Engineer Training due to that absence, will have one opportunity to bid for that training within thirty (30) days following their return to the active Canadian Pacific Railway workplace. If selected and upon successful completion of the training, they will be placed on the seniority list for Locomotive Engineers in the same order as they appear on the Interchangeable Rights Master Seniority List with a date the same as that of the final bulletin requesting applications for Locomotive Engineer Training.

**Note 1:** In both sub-clauses 25.24(5) and 25.25(3) above, upon return to the active CPR workplace, if the employee's normal turn to be trained in seniority order has passed, the employee will be required to take the next available engineer training class at their location. This shall involve no additional expense to the Company.

**Note 2:** The criteria used to select candidates for Engineer training should be merit, fitness and ability and should be applied on a consistent basis. When an individual is turned down for training or released from the program, on request, he may receive the reasons in writing and should he so wish, will be accompanied by the appropriate Union representative to discuss such reasons. (Note: Formerly November 15, 1985 Letter Re: Selecting candidates for Locomotive Engineer's Training Program)

## 25.26 ENGINEER INSTRUCTORS

- (1) From time to time as may be necessary the Company shall designate a Locomotive Engineer to act as an Engineer-Instructor. The Company may withdraw such designation at any time. In making such designation representation by a Locomotive Engineer who does not wish to become an Engineer-Instructor or by their representative on their behalf shall be considered by the Company provided there are sufficient Engineer-Instructors available. While performing their customary service, an Engineer-Instructor will act as a field instructor, indoctrinating Engineer trainees in the functions and responsibilities of engineers under actual working conditions.

A "coaching clinic" will be mutually developed by the Company and the TCRC to assist Locomotive Engineer-instructors in developing their teaching techniques. When attending such coaching clinic, attendees will be compensated as per Article 1 Instruction Classes (Other than RQ).

- (2) The training procedures to be followed by Engineer-Instructors will be prescribed by the Company.

- (3) An Engineer Trainee will assume control of the locomotive under the supervision of an Engineer-Instructor. When an Engineer Trainee assumes control of the locomotive and/or train the Engineer-Instructor will have their responsibilities relaxed to the extent that they will not be held responsible for broken knuckles, damaged drawbars or rough handling; they will, however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.
- (4) Engineer-Instructors will be required to complete progress reports on trainees as may be directed by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying a trainee as being a qualified Engineer shall be that of a Road Manager or other officer designated by the Company.
- (5) For each tour of duty in respect of which an Engineer-Instructor has a trainee assigned to them, the Engineer-Instructor shall be paid the allowance specified in Article 1 in addition to his normal compensation for that tour of duty. For the purpose of this sub-clause an employee who has transferred shall be deemed to be a trainee until certified as a qualified Locomotive Engineer at the new location. When a trainee has been certified by the Company as a qualified Engineer, the allowance specified herein shall not be applicable, but Engineers will continue to permit them to operate the locomotive under their guidance subject to the provisions of sub-clause 25.26(3) above.
- (6) Nothing in this Clause shall be construed as preventing the Company from using a Road Manager or other officer designated by the Company to accompany a trainee and impart instruction to them. In such circumstances if the Engineer operating the train is a designated engineer-instructor they shall be entitled to the remuneration provided for in sub-clause 25.26 (5) above.
- (7) The provisions of this Clause shall apply to an Engineer-Instructor required to impart instruction to a qualified Locomotive Engineer from the ranks of Trainpersons / Yardpersons who may, from time to time, be required to make a refresher trip as a Locomotive Engineer in road service. Such Engineer-Instructor shall be paid the allowance specified in clause 1.08.

Unique training requirements necessitated by extensive grades, extremely heavy and/or sensitive switching will result in "location/activity" specific one-on-one training prior to attempting qualification. Local management and Union Representatives to identify unique requirements on a terminal-by-terminal basis.

Locomotive Engineer trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.

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**ARTICLE 26 - RULES QUALIFICATION TRAINING & EXAMINATION**

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Note: 2022 Kaplan Award; Formerly clause 5.09 LE West and East, 25.12 CTY West and 25.08 CTY East.

- 26.01 In order to permit all employees working as Locomotive Engineers, Trainpersons, Yardpersons, and other employees required to qualify in accordance with the Railway Employee Qualification Standards Regulations, the Company will provide training courses covering all required subjects for the occupational category involved. The location at which such training courses will be held will be determined by the Company. When employees are directed by the Company to attend such courses, they will do so in accordance with the following:
- 26.02 Where the training location is at other than the employee's home terminal or is not provided at the outpost terminal to which the employee is assigned, the Company will arrange and provide appropriate transportation. Employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the Collective Agreement in accordance with the conditions attached thereto.
- 26.03 With respect to employees covered by clause 26.01 above, the Company will provide accommodation which may be in hotel, motel or company facilities. Such accommodation will be in clean, single occupancy rooms and, to the extent it is practicable to do so, will include cooking facilities.
- 26.04 Employees covered by clause 26.02 above, will be paid an allowance of \$20.00 per day on each day of the training program for meals when the accommodation provided has cooking facilities and \$30.00 per day where cooking facilities are not available.
- 26.05 Employees attending a training course who fail to qualify in accordance with the Regulations for their occupational category will not work until they do become so qualified. To the extent that an Instructor/Examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the normal hours of the training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified Instructor/Examiner, the employee may arrange to qualify in whatever subjects required at their home terminal or other location at no cost to the Company.
- 26.06 Employees attending a training program in accordance with this Clause 26.01 above will be compensated on the following basis according to the position regularly held by that employee at the time the training program is taken;

Rates for RQ/Training Day

**CTY APPLICATION**

Class of Service		
	Jan. 1, 2022	Jan. 1, 2023
Yard Service		
Yard Foreman	\$324.72	\$336.09
Yard Helper	\$296.47	\$306.84
Yard Service Employee	\$334.16	\$345.86
Yard Service Helper	\$306.35	\$317.07
Car Retarder Operator	\$337.55	\$349.37
Intermodal Conductor/Foreperson		
Coquitlam	\$370.21	\$383.17
Calgary	\$348.08	\$360.26
Road Service	Jan. 1, 2022	Jan. 1, 2023
Conductor, Roadswitcher	\$315.53	\$326.57
Brakeperson, Roadswitcher	\$281.34	\$291.19
Conductor, Freight	\$287.85	\$297.93
Brakeperson, Freight	\$253.70	\$262.58
Commuter Service	Jan. 1, 2022	Jan. 1, 2023
Conductor (Vancouver)	\$404.26	\$418.41
Conductor & Assistant Conductor		Guarantee Rate
Brakeperson & Baggageperson		Guarantee Rate

**LE APPLICATION**

Class of Service	Jan 1, 2022	Jan 1, 2023
Yard	\$336.60	\$348.38
Road Switcher	\$345.35	\$357.44
Freight	\$330.62	\$342.19
Intermodal – Coquitlam	\$402.62	\$416.71
Intermodal – Calgary	\$380.50	\$393.81

Employees will be paid the daily rate specified above for each day in attendance at the training program.

Should an employee attending a training course be subject to the step rate provision contained in the Collective Agreement, the appropriate percentage of the above-noted rates will be paid.

26.07 In the event an employee is removed from the working list on a day(s) preceding a training courses or is kept off the working list by the company on a day(s) following the course due to attendance at such a course and as a direct result thereof misses a tour(s) of duty which commence on such day(s), they will be paid a minimum day at the rate of the position and class of service in which regularly employed for each tour of duty lost.

**Note:** The provisions of clause 26.07 will not apply to employees who have failed to qualify in accordance with the regulations on their first attempt. Any further qualification or training will be at the employee's own expense.

#### 26.08 **REST & LOST EARNINGS UPON COMPLETION OF RQ TRAINING**

(1) Employees may book personal rest upon completion of RQ training and will be paid lost earning in accordance with the following:

(2) Assigned Service Employees – Shall be entitled to book up to 12 hours personal rest upon completion of RQ training and shall be entitled to lost earnings on other than the last day of training.

**Note:** Where RQ training is completed at other than the employee's home location, 12 hours personal rest may be booked upon arrival at the home location.

(3) Unassigned Service Employees – Shall be entitled to book up to 24 hours personal rest upon completion of RQ training and shall hold their turn.

**Note:** Where RQ training is completed at other than the employee's home location, 24 hours personal rest may be booked upon arrival at the home location.

26.09 When the training location is at other than the employees home terminal travel time will be considered. As run and away-from-home times vary from terminal to terminal, local managers and local union representatives will meet to establish reasonable cut-off times for this purpose. If unable to agree on appropriate timing, the issue will be advanced to the respective General Manager and General Chairman(men) for resolution. (Note: Formerly March 21, 2003 Letter Re: Appropriate time to be held off in advance of RQ training.)

26.10 In the event that an employee's turn is called from the away from home terminal at or after 0001 on the day following their release from RQ, said employee will be paid a minimum day at the rate of the position and class of service in which regularly employed for the aforementioned lost tour of duty. This payment will be independent of any other earnings generated on the date in question.

26.11 Employees will establish their turn in their respective pool or spare board immediately upon being released from RQ. (Note: Formerly March 21, 2003 Letter Re: Payment following RQ Training.)

26.12 The Company will provide at least 90 days advance notice of certification expiration, however, the lack of such notice does not relieve individual responsibility to maintain current accreditation.

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**ARTICLE 27 - OTHER THAN RULES QUALIFICATION TRAINING**

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Note: 2022 Kaplan Award & MOS; Formerly 2012 Kaplan Award, clause 5.10 LE West and East, 25.13 CTY West and 25.09 CTY East.

**27.01 INSTRUCTION CLASSES (OTHER THAN RQ TRAINING)**

(1) Employees required by the Company to attend instruction classes other than Rules Qualifications training during their off duty hours shall be paid for the actual time in attendance at such classes at the hourly rate specified below. In no case shall payment made be for less than 4 hours.

**CTY WEST APPLICATION**

Class of Service		
Yard Service	Jan. 1, 2022	Jan. 1, 2023
Yard Foreman	\$40.60	\$42.02
Yard Helper	\$37.06	\$38.36
Yard Service Employee	\$41.77	\$43.23
Yard Service Helper	\$38.30	\$39.64
Car Retarder Operator	\$42.20	\$43.67
Intermodal Conductor/Foreperson		
Coquitlam	\$46.32	\$47.94
Calgary	\$43.54	\$45.07
Road Service	Jan. 1, 2022	Jan. 1, 2023
Conductor, Roadswitcher	\$39.46	\$40.85
Brakeperson, Roadswitcher	\$35.17	\$36.40
Conductor, Freight	\$36.00	\$37.26
Brakeperson, Freight	\$31.70	\$32.81
Commuter Service	Jan. 1, 2022	Jan. 1, 2023
Conductor (Vancouver)	\$50.54	\$52.31
Conductor & Assistant Conductor	\$36.00	\$37.26
Brakeperson & Baggageperson	\$31.70	\$32.81



## CTY EAST APPLICATION

Class of Service		
Yard Service	Jan. 1, 2022	Jan. 1, 2023
Yard Foreman	\$40.60	\$42.02
Yard Helper	\$37.06	\$38.36
Yard Service Employee	\$41.77	\$43.23
Yard Service Helper	\$38.30	\$39.64
Car Retarder Operator	\$42.20	\$43.67
Road Service	Jan. 1, 2022	Jan. 1, 2023
Conductor, Roadswitcher	\$39.46	\$40.85
Brakeperson, Roadswitcher	\$35.17	\$36.40
Conductor, Freight	\$38.84	\$40.20
Brakeperson, Freight	\$34.18	\$35.37
Commuter Service	Jan. 1, 2022	Jan. 1, 2023
Conductor & Assistant Conductor	\$38.84	\$40.20
Brakeperson & Baggageperson	\$34.18	\$35.37

## LE APPLICATION

Class of Service	Jan 1, 2022	Jan 1, 2023
Yard	\$42.06	\$43.53
Road Switcher	\$43.19	\$44.70
Freight	\$41.34	\$42.78
Intermodal – Coquitlam	\$50.34	\$52.10
Intermodal – Calgary	\$47.58	\$49.24

- (2) A Locomotive Engineer required to attend instruction classes other than Rules Qualifications training and who as a result thereof loses time, shall be compensated to the extent of the wages he would have earned during the period withheld from service for the purpose of attending such classes.
- (3) Should an employee attending a training course be subject to the step rate provision contained in the Collective Agreement, the appropriate percentage of the above-noted rates will be paid.
- (4) The provisions of sub-clauses 27.01(1) and (2) will not apply to employees directed to take training or examination in any subject(s) covered by the Regulations with respect to RQ Training as specified in Article 26 or any other training in accordance with the provisions of Article 27 above as a result of a disciplinary measure.

- (5) The provisions of sub-clause 27.01(1) will not apply to employees who have failed to qualify in accordance with the training on the first attempt. Any further qualification or training will be at the employee's own expense.
- (6) Spare employees working a combined Trainperson/Yardperson Spareboard or Locomotive Engineer Spareboard will be paid at the applicable freight rate with respect to training pursuant to sub-clauses 27.01(1) and (2) above. On other Spare boards employees will be paid at the rate of the class of service they are protecting.
- (7) Where employees are required to attend safety meetings, normally four hours or less in duration that are independent of and not combined with a routine tour of duty, "Other than RQ Training" rates will apply. The Company reserves the right to hold pre and mid shift safety meetings in which case the established rate of pay for the tour of duty will apply. (Note: Formerly March 21, 2003 Letter Re: Other than RQ Training/ 4-Hour Safety Meetings.)
- (8) Recognizing employees are expected to attend instruction sessions for other than RQ during their off duty hours, to ensure they are rested for work, employees will be entitled to book between one and ten hours rest at the conclusion of the instruction session.

#### 27.02 **ONLINE TRAINING**

Employees required by the Company to complete 8 hours training online during their off-duty hours shall be entitled to pay for 10 hours at the hourly rate specified in clause 27.01 upon successful completion of 8 hours of online courses per calendar year. Online training during off duty hours will not be subject to the minimum 4-hour payment as outlined in article 27.01 above.

The 8 hours of online training includes the following:

- Rail Security Training (10 minutes)
- Home Safe (10 minutes)
- Code of Business Ethics (30 minutes)
- Alcohol & Drugs in the Workplace (90 minutes)
- Alcohol & Drug Assistance through Company Officer & Co-Worker Reporting (30 minutes)
- Safer Web Browsing (30 minutes)
- Employee Rights & Responsibilities - Safe Workplace (60 minutes)
- Electronic Devices (30 minutes)
- Crew Resource Management (60 minutes)
- Workplace Awareness & Accountability Training (40 minutes)
- Ergonomics Awareness (60 minutes)
- Fatigue Management (30 minutes)

Any changes to the online training modules may take place after consultation with the General Chairmen. At no point will the online training exceed 8 hours.

Should the number of hours of training fall below 8 hours, the employee will still be guaranteed 10 hours of pay.

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**ARTICLE 28 - FAMILIARIZATION TRIPS**

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Note: Formerly Article 30 LE West and LE East and Article 38 CTY West and CTY East.

- 28.01 Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road Services, will be given an adequate amount of familiarization at the Company's expense. Employees who do not work for 12 consecutive months or more, will also be provided familiarization as outlined below.
- 28.02 Where an employee is forced from one terminal to another, or required to take familiarization because they do not work for 12 consecutive months or more, or required to take familiarization because they do not work for 12 consecutive months or more as a Locomotive Engineer, they will receive payment for familiarization tours of duty on the basis of the actual tour being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor Only crews; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.
- 28.03 When an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreperson, Locomotive Engineer, etc.
- 28.04 Local Company and TCRC representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. The Local Company Officer shall make the final determination.
- 28.05 In any case, unless previously familiarized, any employee forced or transferring between terminals will be required to make a minimum of one round trip in assigned or unassigned service for which they are regularly subject to call. Payment for this trip will be in accordance with clauses 28.02 and 28.03 above.
- 28.06 Should an employee consider themselves to be capable of safely working in the new territory without having made the requisite number of tours of duty as determined in clause 28.04 above, they may request to be qualified by a Company Officer. Qualifying trips will be paid on the basis of the actual tour of duty being performed, including all applicable rates and conditions. If employees fail to qualify, they will be required to complete the requisite tours of duty as outlined in clause 28.04 above and will be compensated in accordance with clauses 28.02 and 28.03 above.
- 28.07 **CTY APPLICATION** - Employees transferring into Yard Service where RCLS technology is in use, must have completed a complete training program in RCLS Technology before they can be considered qualified to operate Belt Packs. Such training may have been taken at another location, in which case the employee would be required to take the requisite number of tours of duty as defined in clause 28.04 above before being considered to be familiar unless they have invoked the provisions of clause 28.06 above.

28.08 Working employees familiarizing another employee will be compensated the training allowance as per Article 1.

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**ARTICLE 29 - ANNUAL VACATION**

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Note: Formerly Article 17 LE West and East, Article 67 CTY West and East, 2007 MOS, 2015 Adams' Award, 2018 MOS and 2022 MOS.

[\(Note: Refer to Letter Re: Starting Annual Vacation\)](#)

**ROAD SERVICE**

**SECTION 1**

29.01 An employee who at the beginning of the calendar year is not qualified for vacation under Clause 29.02 hereof will be allowed 1 calendar days' vacation for each 26 days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of 2 weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 29.02.

29.02 Subject to the provision of Note 1 below, an employee who, at the beginning of the calendar year, has completed 3 years' continuous service and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have their vacation scheduled on the basis of 1 calendar days' vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 3 weeks.

Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 29.03.

**Note 1:** An employee covered by Clause 29.02 will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they have rendered compensated service in 40 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause 1. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

29.03 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year has completed 10 years' continuous service and who has rendered compensated service in 100 calendar months calculated from the date of entering service, shall have their vacation scheduled on the basis of 1 calendar days' vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 4 weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 29.04.

**Note 2:** An employee covered by Clause 29.03 will be entitled to vacation on the basis outlined therein if on their eleventh or subsequent service anniversary date they have rendered compensated service in 110 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause 29.02. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

29.04 Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has completed 18 years' continuous service and who has rendered compensated service in 180 calendar months calculated from date of entering service, shall have their vacation scheduled on the basis of one calendar days' vacation for each 10-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 29.05.

**Note 3:** An employee covered by Clause 29.04 will be entitled to vacation on the basis outlined therein if on their nineteenth or subsequent service anniversary date they have rendered compensated service in 190 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause 29.03. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

29.05 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has completed 28 years' continuous service and who has rendered compensated service in 280 calendar months calculated from date of entering service, shall have their vacation scheduled on the basis of 1 calendar days' vacation for each 8-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 6 weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

**Note 4:** An employee covered by Clause 29.05 will be entitled to vacation on the basis outlined therein if on their twenty-ninth or subsequent service anniversary date they have rendered compensated service in 290 calendar months; otherwise their vacation entitlement will be calculated as set out in Clause 29.04.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

In the application of Clause 5 the Company shall have the option of scheduling an employee for 5 weeks' vacation, in weekly allotments, with the employee being paid in lieu of the sixth week at 2% of their gross wages during the preceding calendar year.

29.06 In computing service under Clauses 29.01, 29.02, 29.03, 29.04 and 29.05, time worked in any position covered by similar vacation rules will be accumulated for the purpose of

qualifying for vacation with pay.

- 29.07 An employee who, while on annual vacation becomes ill or is injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company Officer in charge and will continue their vacation if within their scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper Officer of the Company and the Local Chairman.
- 29.08 An employee who, due to sickness or injury, is unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 29.09 An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company re-schedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is re-scheduled under Clauses 29.07 and 29.08, they shall be given at least 3 weeks' advance notice of such re-scheduling and will be entitled to the following penalty payment in addition to vacation pay.

For each calendar day during their originally scheduled vacation period on which they perform service or are available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year, payable during the period of their re-scheduled vacation dates.

The re-scheduled vacation with pay to which they are entitled will be granted at a mutually agreed upon later date. This Clause does not apply where re-scheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.

- 29.10 The references to days "worked and/or available" in the calculation of days of annual vacation refers to the majority of the day.

For example if a Road employee with 14 years continuous service worked or was available for the majority of each of 312 days in the preceding year, the employee would be entitled to 24 days (3 weeks and 3 days) of AV for the following year. (This is determined by dividing 312 days by 13.)

(Note: Formerly Letter Re: Annual Vacation – Days Worked or Available.)

At the employee's discretion, the number of days of AV will be rounded up to the nearest work week. (See Matrix below). In the example above, the employee could choose to take 4 weeks AV. (**Note:** this would not increase the pay the employee received for the AV.) Such election would be required to be made on the bid for annual vacation. An employee who chose not to round up to a full week may take the less than full week period at mutually agreed upon times throughout the year. (Note: Formerly Letter Re: Annual Vacation – Days Worked or Available.)

**Note:** This language is voluntary for the purposes of allowing employees with a choice to either take their entire AV allotment at a reduced rate or have their AV entitlement reduced according to the matrix.

- 29.11 Employees earning their maximum monthly mileage will not see their annual vacation allotment negatively impacted, regardless of their availability during the month in question.
- 29.12 Days on Union leave and authorized Company business leave will be considered as days “worked and/or available” for the purposes of this calculation. (Note: Formerly December 5, 2007 Letter Re: Days Worked and Available.)

29.13 **ANNUAL VACATION MATRIX**

Annual Vacation							
6 WEEKS				Factor	8.5		
Days Available	Days AV	Weeks AV	Days Unavailable		Days Available	Days AV	Weeks AV
0	0	0	365		0	0	365
1	0.117647	1	364		1	0.095238	1
60	7.058824	2	305		74	7.047619	2
120	14.11765	3	245		148	14.09524	3
179	21.05882	4	186		221	21.04762	4
239	28.11765	5	126		295	28.09524	5
298	35.05882	6	67				
4 WEEKS				Factor	13		
Days Available	Days AV	Weeks AV	Days Unavailable		Days Avail	Days AV	Weeks AV
0	0	0	365		0	0	365
1	0.076923	1	364		1	0.058824	1
92	7.076923	2	273		120	7.058824	2
183	14.07692	3	182		239	14.05882	3
274	21.07692	4	91				
2 WEEKS				Factor	26		
Days Available	Days AV	Weeks AV	Days Unavailable				
0	0	0	365				
1	0.038462	1	364				
183	7.038462	2	182				

## **SECTION 2**

29.14 An employee who has completed more than 30 days and is retired, leaves the service of their own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due them up to the date of termination of their service calculated as provided for in Section 1. Vacation pay due for services rendered in the year service is terminated will be calculated on the basis of gross wages earned in that year.

Any Locomotive Engineer who is not qualified for any vacation days due to not meeting the qualifications for such days as prescribed in Clauses 29.01, 29.02, 29.03, 29.04 and 29.05 in respect of the year in which his service is terminated shall be paid a vacation allowance of 4%, 6%, 8%, 10%, or 12%, whichever is applicable, of his gross wages in that year.

29.15 An employee who leaves the service of their own accord, or is dismissed for cause and not reinstated in the service within 2 years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

29.16 In the event of the death of an employee, vacation pay to which they are entitled up to the time of their death, will be paid to the estate of the deceased.

29.17 An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on 2 weeks' notice vacation pay due them at any time during the ensuing year prior to being recalled to service.

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

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

## **SECTION 3**

29.20 The words "continuous service" in Section 1 mean continuous employee relationship; absences for furlough, for Union Officers granted leave to conduct organizational business or other reasons when seniority is unimpaired will not be deducted except as otherwise provided in clause 29.15.

## **SECTION 4**

29.21 (a) An employee who has become entitled to a vacation with pay shall be granted such vacation within the 12-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation. Trainpersons/Yardpersons who are qualified Locomotive Engineers, but not working full-time as such, at the time vacations are allotted, will have their Annual Vacation scheduled on the basis of their seniority in the class of service in which they performed a preponderance of work (determined by positions held on weekly crew changes) in the preceding year. To clarify, employees who are set-up 27-weeks or more as a Locomotive Engineer will bid their Annual Vacation as Locomotive Engineers, anything less than 27-



weeks they will bid in accordance with CTY rules.

**(b) Smiths Falls Locomotive Engineer Annual Vacation**

Smiths Falls Terminal is recognized as being the only terminal in Canada where two seniority districts meet in the terminal for Locomotive Engineers. Annual vacation allotment for permanent Locomotive Engineers in Smiths Falls will be separated into the two seniority districts and employees will be awarded vacation in the district where that employee holds permanent ownerships at the time the bulletin closes as defined by the respective seniority roster in accordance with 29.21.

Trainpersons/Yardpersons who are qualified Locomotive Engineers, but not working full-time as such, at the time vacations are allotted, will have their Annual Vacation scheduled on the basis of their seniority in the class of service and, when applicable, the Locomotive Engineer Seniority District, in which they performed a preponderance of work (either the Winchester or Belleville Subdivisions as determined by positions held on weekly crew changes) in the preceding year. The current handling of separate flatline calculation per district will continue to apply.

- 29.22 Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before December 15<sup>th</sup> of the previous year, such preference shall not be granted where applications have been filed after December 15<sup>th</sup> of the previous year and unless otherwise mutually agreed those who do not apply prior to December 15<sup>th</sup> of the previous year shall be required to take their vacation at a time prescribed by the Company.

Employees must take their vacation at the time allotted except that an employee may start their vacation on the day following their last tour of duty prior to the allotted date their vacation is due to commence.

**Note 1:** Employees entitled to 1 week vacation must take such vacation in a continuous period. An employee entitled to 2 or more weeks' vacation may, provided proper application is made prior to December 16<sup>th</sup>, and there is no additional expense to the Company, take such vacation in weekly portions. (Note: From 2007 MOS)

**Note 2:** Excepting those employees only entitled to one week of annual vacation, employees may schedule no more than their maximum weeks of annual vacation, minus one week, during the summer prime time vacation period. (Note: From 2007 MOS p. 12 7(c))

**WEST APPLICATION** - Where periods are split, only the portion indicated as the first choice will be considered as preference in order of seniority and remaining portion(s) of vacation will be allotted in order of seniority after all other employees have been allotted their first choice of vacation.

- 29.23 Upon the receipt of the annual vacation allotment and the list indicating preponderance of service for the Running Trade Employee, per terminal, mutual agreement between the local Union representatives and the Company will determine the following:
- a) The flat-line number of employees who will be allowed to go at any one time, per terminal.

- b) Further accommodations during the peak annual vacation periods will be provided dependent upon traffic fluctuations.

(Note: Formerly May 23, 1999 Letter Re: Flat Lining of Annual Vacation.)

29.24 For clarification, prior to the awarding of AV, local union and management representatives will meet to:

- a) Establish a base line determined by dividing the number of weeks of AV at the terminal by the distribution period (52 weeks). In all cases, the baseline is to be rounded up to the nearest whole number.
- b) Review previous local experience and traffic projections to determine whether or not the base line can be increased and by how much for periods of premium vacation demand.
- c) Where appropriate, if traffic volumes decline more than anticipated during period of premium vacation or if employees are laid off, the Company would offer additional AV slots and award according to local practice.
- d) The week containing December 31<sup>st</sup> (Week Z) will contain the full flat line allotment. This week will also be the final week bid in the respective year.
- e) The week containing December 25<sup>th</sup> will be included in the annual vacation peak periods.
- f) The bidding process for annual vacation will commence on December 1 and conclude on December 15<sup>th</sup> of each year. The first full week of the year will be the first week available to be bid.

29.25 Where authorized by the respective General Chairman, local arrangements may be made to distribute annual vacation amongst employees. Such arrangements, however, will not impact the amount of AV slots provided per week as determined above.

29.26 In order to provide more opportunities to a greater number of employees during the summer and recognizing the restriction on employees from taking their full allotment of annual vacation weeks during that time, during the summer prime time vacation period:

- a) One additional annual vacation slot over the flat line will be provided to the following terminals: Cranbrook, Sparwood, Wynyard, Wilkie, Minnedosa, Mactier, Sudbury, Windsor, Hamilton and Regina. The 12 weeks will be divided equally between Trainmen and Engineers.
- b) Two additional annual vacation slots over the flat line will be provided to the following terminals: St. Luc, Smiths Falls, London, Chapleau, Schreiber, Thunder Bay, Kenora, Brandon, Medicine Hat, Lethbridge, Red Deer, Edmonton, Revelstoke, Sutherland and Kamloops. One slot will be provided to Trainmen and one slot to Engineers.

- c) Three additional annual vacation slots over the flat line will be provided to the following terminals: Vancouver, Calgary, Winnipeg, Moose Jaw and Toronto. One slot will be provided to each vacation list.

The summer prime time vacation period is defined as a 12 week period which includes the last week of June and the first week of September.

Note: Formerly December 5, 2007 Letter Re: Annual Vacation – Peak Vacation.

29.27 Calculation of the Annual Vacation Flatline is further clarified as follows:

- a) Local Chairmen vacation weeks shall be excluded from the flatline calculation.
- b) Pre-retirement vacation weeks shall be excluded from the flatline calculation.
- c) Prime Time vacation weeks that include the last week of June up to and including the first week of September shall not be used to reduce the flatline and will be over and above the established flatline.
- d) Employees on off status, for any reason, shall be considered as follows:
  - (i) *Known Return to Work Date*: Will be included in the flatline calculation and allowed to bid their vacation as such.
  - (ii) *Unknown Return to Work Date*: Will be excluded from the flatline calculation.

## **SECTION 5**

29.28 Employees desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

29.29 Trainpersons must take vacation with pay that may be due them prior to their retirement from the service.

## **CTY APPLICATION**

29.30 Service as Yardmaster counts as service for Trainpersons to whom this Article is applicable. As such Trainpersons will be paid for their vacation on the basis of applicable percentage applied to gross wages during preceding calendar year.

29.31 When Trainpersons are displaced at the station at which employed necessitating their exercising their seniority at another station, they may be permitted to take the vacation to which entitled on the basis of time worked during the preceding year prior to exercising their seniority at another station.

29.32 A Trainperson off duty on account of illness or injury, if they so desire, may count as vacation with pay, the portion of the time absent equivalent to the vacation period for which they have qualified, providing the time off duty on account of illness or injury is in excess of twice the vacation period.

- 29.33 A Trainperson off account mileage regulations, are not permitted to stipulate the period off duty as part of their vacation with pay.

## **YARD SERVICE**

### **SECTION 1**

- 29.34 For the purpose of bulletining and awarding annual vacation for yardpersons, a separate list will be maintained. Otherwise, annual vacation for yardpersons will be governed as per the rules for annual vacation for Road Service employees.

## **REST AFTER ANNUAL VACATION**

- 29.35 An employee may, at his/her discretion, choose to book rest after annual vacation. Booking rest must be made to the CMC no later than 1500, prior to the end of AV. When rest after AV is booked, it will be applied until 0400. The employee will be subject to a standard call upon expiration of rest.

Should an employee chose not to book rest after annual vacation, the employee will be placed on the board subject to call for duty with the standard calling time for the home terminal of the employee.

## **PROCESS TO FILL AV VACANCIES**

- 29.36 On December 15<sup>th</sup> of each year, the Company will provide the Union with the previous twelve (12) months of manpower off duty reports for each terminal.
- 29.37 Employees shall be permitted to change their vacation period into a week or weeks, which are not fully allocated. Such changes shall be made on a seniority basis, according to the craft list the employee falls within that particular year. The process for changing annual vacation slots shall be as follows:
- 29.38 On the first Tuesday of every month the CMC will issue a bulletin listing all the AV weeks (slots) available that have not been fully allocated to the flat line number. The Company shall also provide the previous four-week rolling average availability for the applicable terminal.
- 29.39 Employees wishing to change their annual vacation periods shall have ten (10) days to fax/email in an Annual Vacation Change Request Form to the AV Admin Clerk. Employees will be notified of the results, by bulletin on the Friday of the following week and the Union will be given a copy of the bulletin.
- 29.40 CMC Management shall act reasonably in approving any given annual vacation change request.
- 29.41 The Company agrees to provide a complete list of employees who are on vacation in each week for the entire year. The Company will provide an updated list monthly with the bulletin advertising AV vacancies.

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**ARTICLE 30 - GENERAL HOLIDAYS**

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Note: From 2022 MOS; Formerly 2018 MOS, Article 18 LE West and East and Article 68 CTY West and East.

30.01 An employee who qualifies in accordance with clause 2 hereof shall be granted a holiday with pay on each of the following General Holidays:

All Provinces

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Quebec

St. Jean Baptiste Day (in substitution for Remembrance Day)

If in any Province or part thereof a holiday is more generally recognized than any one of the holidays specified above, either party to this Agreement may request substitution thereof, and if agreed, substitution will be made. If the parties fail to agree on which holiday is more generally recognized, the dispute will be submitted to the Canadian Railway Office of Arbitration and Dispute Resolution for final decision. When any of the above holidays falls on Saturday or Sunday, the day observed by the Federal Government in respect of its' employees as the holiday shall be recognized.

For employees operating between terminals in Ontario and Quebec, the holidays specified for the Province of Ontario apply to employees working on assignments or runs the home terminal of which is the Province of Ontario and those specified for the Province of Quebec apply to employees working on assignments or runs the home terminal of which is in the Province of Quebec.

No employee shall, as consequence of transferring from one Province to the other, be entitled, if qualified, to less or more than the total of 11 General Holidays in any year.

Examples:

- (1) An employee with home terminal in the Province of Quebec on St. Jean Bapiste Day who qualifies and receives payment for that General Holiday and who subsequently transfers with home terminal in Ontario would not be entitled to pay for Remembrance Day in the Province of Ontario.
- (2) An employee with home terminal in the Province of Ontario on St. Jean Bapiste Day who would not be entitled to pay for such General Holiday and who subsequently transfers with home terminal in Quebec on Remembrance Day shall, provided he or she qualifies under the provisions of clause 2 hereof, be entitled to holiday with pay on that General Holiday.

### 30.02 ROAD SERVICE

In order to qualify for pay on any one of the holidays specified in Clause 30.01 hereof, an employee must have been in the service of the Company and available for duty for at least 30 days and, in addition:

- (1) commence a tour of duty on the General Holiday;

Or

- (2) Unless cancelled, must be available for duty on such holiday if it occurs on one of their work days, excluding vacation days (this Clause does not apply in respect of an employee who is laid off, suffering from a bona fide injury, who is hospitalized on the day of the holiday, or who is on weekly indemnity benefits on the day of the holiday or subsequently qualifies therefore because of illness on such holiday);

And

- (3) must be entitled to wages for at least 12 tours of duty during the 30 calendar days immediately preceding the General Holiday. An assigned working day on which a regularly assigned employee is cancelled shall be considered as a day on which such employee is entitled to wages in computing the 12 tours of duty in respect of which an employee must be entitled to wages under the provisions of this clause.

**Note:** Provided that an employee is available for work on the General Holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly indemnity benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this clause.

30.03 A qualified employee whose vacation period coincides with any of the General Holidays specified in Clause 30.01 hereof shall receive an extra day's vacation and be paid the amount specified in Clause 30.05.

30.04 An employee who does not qualify under Clause 2 with respect to pay for a General Holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the Collective Agreement.

30.05 **CTY APPLICATION-** An employee qualified under clause 30.02 and who is not required to work on a General Holiday shall be paid an amount equal to their earnings, exclusive of overtime, for the last tour of duty they worked prior to the General Holiday, provided that in the case of an employee paid at passenger rates, if such amount is less than the equivalent of 150 miles at the rate applicable to passenger service, the equivalent of 150 miles shall be paid.

**LE APPLICATION-** An employee qualified under clause 30.02 hereof and who is not required to work on a General Holiday shall be paid an amount equal to their earnings, exclusive of overtime and Engineer-Instructor allowance, for the last shift or tour of duty worked prior to the General Holiday provided that such amount shall not be less than the equivalent of a minimum day in the class of service performed on that shift or tour of duty.

30.06 An employee qualified under Clause 30.02 hereof and who is required to work on a General Holiday shall, at the option of the Company,

(1) be paid, in addition to the pay provided in Clause 30.05 at a rate equal to one and one-half times their regular rate of wages for the tour of duty worked by them on that holiday. When more than one tour of duty is worked by an employee on a General Holiday, the provisions of this sub-clause 30.06(1) shall apply to the first tour of duty only;

Or

(2) be paid for work performed by them on the holiday in accordance with the provisions of the Collective Agreement, and in addition shall be given a holiday with pay at the rate specified in Clause 30.05 on the first calendar day on which the employee is not entitled to wages following that holiday.

Notwithstanding the provisions of sub-clause 30.06(2) above, a Locomotive Engineer who works a shift in yard or transfer service on a General Holiday shall be paid in accordance with the provisions of sub-clause 30.06 (1).

30.07 Tours of duty commencing between 2400 and 2359, both inclusive, on the General Holidays specified in Clause 30.01 shall be considered as work on that holiday.

30.08 For the purpose of this Article, "deadheading" for which compensation is paid shall be deemed to be a tour of duty worked.

30.09 **LE APPLICATION** - The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a General Holiday provision in any other Agreement.

### 30.10 YARD SERVICE

In order to qualify for pay on any one of the holidays specified Clause 30.01 hereof, an employee must have been in the service of the Company and available for duty for at least 30 days and, in addition:

(1) commence a shift on the General Holiday;

Or

(2) Unless cancelled, must be available for duty on such holiday if it occurs on one of their work days, excluding vacation days (this sub-clause 30.10 (2) does not apply in respect of an employee who is laid off, suffering a bona fide injury who is hospitalized on the day of the holiday, or who is on weekly indemnity benefits on the day of the holiday or subsequently qualifies therefore because of illness on such holiday);

And

(3) must be entitled to wages for at least 12 shifts during the 30 calendar days immediately preceding the General Holiday An assigned working day on which a regularly assigned employee is cancelled shall be considered as a day on which such employee is entitled to wages in computing the 12 shifts in respect of which an employee must be entitled to wages under the provisions of this sub-clause 30.10 (3).

**Note:** Provided that an employee is available for work on the General Holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly indemnity benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this sub-clause 30.10 (3).

30.11 A qualified employee whose vacation period coincides with any of the General Holidays specified in Clause 1 hereof shall receive an extra day's vacation and be paid the amount specified for their classification in sub-clause 30.13(1).

30.12 An employee who does not qualify under clause 30.10 with respect to pay for a General Holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the Collective Agreement.

30.13 (1) An employee qualified under Clause 30.10 hereof and who work on a General Holiday shall be paid in accordance with the following:

- a) an assigned employee shall be paid 8 hours pay at the straight time rate of the position they would have filled had their assignment worked on the holiday;
- b) a spare employee shall be paid 8 hours pay at the Yard Helper's straight time rate.

(2) An employee qualified under Clause 30.10 hereof and who is required to work on a General Holiday shall be paid, in addition to the pay provided in sub-clause 30.13(1) hereof, at a rate equal to one and one-half times their regular rate of wages for the shift



worked by them on that holiday. When more than one shift is worked by an employee on a General Holiday, the provisions of Clause shall apply to the first shift only.

30.14 Shifts commencing between 2400 and 2359, both inclusive, on the General Holidays specified in Clause 30.01 shall be considered as work on that holiday.

30.15 **ROAD SWITCHER**

A road switcher assignment that spends the entire shift working within the yard on a General Holiday, will be paid at yard rates and conditions including overtime for the General Holiday.

**LETTER RE: CANCELLATION OF YARD ASSIGNMENTS ON GENERAL HOLIDAYS**

CP Rail

MONTREAL, April 18, 1988

Mr. J.R. Austin  
General Chairperson  
United Transportation Union  
695 Markham Road  
Scarborough, Ontario  
M1H 2A5

Mr. W.M. Jessop  
General Chairperson  
United Transportation Union  
403-630 -- 8th Avenue S.W.  
Suite 6 Calgary, Alberta  
T2P 1G6

Gentlemen:

This has reference to recent negotiations and in particular to your Demand #8 concerning cancellation of assignments on General Holidays.

During discussions, you indicated that the Company, on some General Holidays, would cancel regular yard assignments and, in its place, order extra yards to work on that day. We indicated to you that it was not the Company's policy to substitute an extra yard to work in the place of a regular yard assignment on a General Holiday. However, there are instances where additional traffic arises on a General Holiday that must be handled by an extra yard starting at a time outside of the time of the yard assignment that was cancelled. You were assured, however, that in instances where it was known that traffic in a yard could be handled by a regular assignment on a General Holiday within the starting time constraints of that assignment, then the Company's policy is to allow the regular assignment to work.

Yours truly,

(Sgd.) L.A. Clarke  
Manager, Labour Relations

## LETTER RE: GENERAL HOLIDAY & SPARE BOARD EMPLOYEES

(Note: Article references now refer to Article 30.)

March 21, 2003

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 306 – 8989 Macleod Tr.  
Calgary AB T2H0M2

Mr. D.A Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
S Suite 32 – 695 Markham Road  
Scarborough ON M1H2A5

RE: General Holiday & Spare board employees

Dear Sirs:

This has reference to our recent discussions concerning General Holiday payment for spare board employees who would not normally qualify for payment under articles 68 UTU West and 40(a) UTU East.

At issue are those circumstances when an employee, who avails him/herself for duty, fails to qualify for a General Holiday payment because of slow rotation of a spare board. In order to address this situation it is agreed that each day that an employee stands available for work on the spare board, regardless of being used or not, will count toward qualification requirements, provided that the employee qualifies for the spare board guarantee during the period in question.

The following example serves to illustrate this agreement:

- Employee must have at least 12 days of spare board guarantee entitlement within thirty days in advance of the General Holiday.
- Working tours of duty will be counted in conjunction with spare board entitlement days to attain the 12 tours of duty that are required to qualify for a General Holiday.
- Claw back of guarantee payments noted above triggered through penalty action will result in the claw back of any General Holiday payments made pursuant to this understanding.

If the foregoing accurately reflects our discussion, please indicate your concurrence by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

L.O. Schillaci  
General Chairperson (UTU-West)

D.A. Warren  
General Chairperson (UTU-East)

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**ARTICLE 31 - EARNED DAYS OFF/ NON-CHARGABLE MILES**

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Note: From 2018 MOS, 2007 MOS Appendix 14 and 2004 Letter Re: Banking of Certain Payments.

**EARNED DAYS OFF (“EDOS”)****31.01 EARNING DAYS**

- (1) Employees will earn 1 (one) day’s credit (unpaid) per each 4 week consecutive period without a voluntary absence from work, to a maximum of 12 days at any given time. The weekly period will coincide with the weekly crew change. For clarification, the 4 week consecutive period will be rolling.
- (2) Voluntary absences include a personal leave of absence (excluding EDOs), missed call, sick day and any absence without authorization. Absences of elected local representatives for Union business will not be considered a voluntary absence in the calculation of consecutive calendar days.

**31.02 TAKING EDOS**

- (1) Once credits are earned, the employee may utilize one or more of these short term leave days within certain windows within their particular mileage period. Employees who have a credit of one or more earned days off may draw upon any of their banked payments to coincide with their EDO. Additionally, should the employee obtain an authorized leave of absence through the local manager or through local practice, they may draw upon any of their banked payments to coincide with such leave.
- (2) Each employee will be assigned one window within their mileage period, each consisting of three consecutive calendar days. These windows will be assigned as the individual employees’ earned days off window. The purpose of these windows is to establish a method by which the employee may have an opportunity to plan an earned day(s) off with certainty. Windows will be staggered throughout the month so that there are not an unreasonable number of employees with the ability to be off the working list at one particular time. This window commences at 0800 on the 15<sup>th</sup> day of an employee’s mileage period and ends at 0800 on the 18<sup>th</sup> day of the employee’s mileage period. One EDO credit will be deducted from the employee’s bank for each 24 hour period or portion thereof that an EDO is taken. An EDO must commence at 0800 on either the 15<sup>th</sup>, 16<sup>th</sup> or 17<sup>th</sup> day of the mileage period.
- (3) Employees utilizing earned day(s) off within one of their particular windows will notify the crew management center at least 72 hours prior to scheduling one or more of their earned days off within their assigned window. Should the situation change and the employee did not, or was not able to provide such advance notice to CMC, the scheduling of an earned day off within the window must be scheduled through the local manager and obtain his approval for such. An employee may schedule earned day(s) off outside one of their windows with the approval of the local manager.

### **31.03 ADMINISTRATION**

- (1) Earned days off will not constitute a penalty in the application of any guarantee or MBR, but will prorate the number of days of the particular guarantee or MBR.
- (2) It was recognized that prior to implementing EDOs the mileage dates would be readjusted to ensure an equal distribution of dates throughout the month over a 28 day period. This would be done locally on a terminal by terminal basis jointly with the local Chairmen.
- (3) For the purposes of General Holidays, employees taking an EDO will be considered as available.
- (4) Employees will have the opportunity to rebid their EDO/Mileage dates on the basis of seniority sixty (60) days after the issuance of the Consolidated Collective Agreement to employees and every three (3) years thereafter.

### **31.04 GUARANTEED BRIDGE**

All T&E Employees must call the CMC prior to 2100 local time in order to request a bridge. The bridge will take effect from 0001 local time up to 0759, and then the employee will be booked off on the EDO at 0800, as usual. Bridges commencing prior to 0001 will be handled on a case-by-case occurrence.

## **BANKING OF NON-CHARGEABLE MILES**

### **31.05 BANKING MILES**

- (1) An employee will be able to indicate on the first weekly bid of the month of their desire to bank all non-chargeable miles. Such an election may be changed each month.
- (2) During that period, non-chargeable miles will not be paid and will be held by the Company. Interest will not be paid on these monies.
- (3) For clarification, all regular deductions will apply at the time these monies are paid.

### **31.06 DRAWING FROM THE BANK**

- (1) Should sufficient funds exist, an employee will be paid the equivalent of their daily Annual Vacation rate for each EDO taken.
- (2) Upon layoff, an employee may elect to withdraw all monies from the bank.
- (3) As of the first pay period in February of the year following the year the miles were banked, all monies in the bank earned in the previous year will be paid out.

## **GENERAL**

- 31.07 Recognizing that this is a new provision, the parties retain the right to modify the terms upon mutual agreement to ensure that it meets the objective of providing time off for employee who regularly attend work while, at the same time, ensuring that operations are maintained and that it is administered in an efficient and cost effective manner.

## **BANKING OF CERTAIN PAYMENTS**

Note: Formerly November 13, 2004 Letter Re: Banking of Certain Payments.

- 31.08 Employees earning mileage or monetary payments that are not charged against their monthly miles, such as conductor only claims, penalty claims, general holiday payments, etc. will have the option of having these payments placed and held in a bank until such time they are withdrawn.
- 31.09 Employees will be required to advise the Company of their intention to bank such payments prior to the completion of the pay roll cutoff date that the payment has been earned in.
- 31.10 To have these payments withdrawn from the bank employees will advise the Company prior to the end of the pay roll cut off day of the pay period they wish to have the money paid into.

## **EARNED DAYS OFF QUESTIONS & ANSWERS FOR CLARIFICATION**

- Q1 Do EDOs apply to all employees in road & yard service?  
A1 Yes.
- Q2 Once I book an EDO in my window, can the company take it away from me?  
A2 No. Under special circumstances a manager may request an employee to move the EDO. This may only be done with the employee's agreement.
- Q3 If I properly notify the CMC of my intent 72 hours in advance of taking an EDO during my window, can the Company deny giving me an EDO?  
A3 No.
- Q4 If I arrange for a Leave of Absence (LOA) before my EDO in order to bridge the gap between the end of my rest and the start of my EDO, will this LOA count as a voluntary absence and reduce my ability to earn an EDO?  
A4 No. Further it will not be considered a penalty against a guarantee.
- Q5 Will EDOs be given priority over LOAs?  
A5 Yes. EDOs will be given priority and will not be denied if the CMC is notified at least 72 hours prior to the date of the EDO.
- Q6 How will my turn be handled when I book back on from an EDO?  
A6 It will be handled in the same manner as returning from LOAs are handled at your terminal.

- Q7 Will the establishments of EDOs reduce the amount of available LOA slots?  
A7 If successful, it is anticipated that EDOs will reduce absenteeism and increase the ability of the Company to provide LOA slots. This matter will be assessed during the review.

EDOs will supersede LOAs on any given day. To illustrate this, in a terminal that previously had 10 LOA slots per calendar day for authorized leave, if there are 3 employees that use EDOs that day, there will be 7 LOA slots available for employees to obtain LOAs that day i.e. 10 employees in total can still be on authorized leave that day.

Similarly, if no employees, are taking EDOs on a given day then the full slots available for authorized leave on that day remain available as before. Using our example above, 10 LOAs can be approved for that day.

- Q8 If I want to take a leave of absence during my window, must I take an EDO?  
A8 No. Employees, may, at their discretion, elect to use their EDO on a given day or simply request an LOA. The decision rests with the employee alone.

- Q9 What is the difference between EDOs and LOAs?  
A9 EDOs are earned and cannot be denied.

LOAs are allotted based on operational requirements on an ad hoc basis, and may be denied.

- Q10 Can the Company eliminate EDOs as part of the review process?  
A10 No. It is in the interest of the Company and the Union to make EDOs work. The intent of EDOs is to provide employees with guaranteed time off to address Work/Life balance while, at the same time, meet the needs of the operations.

- Q11 How do I notify the CMC of my intent to take an EDO?  
A11 Initially, you can phone the CMC or send an e-mail or a fax. The objective over the long term is to implement an automated system.

- Q12 How do I identify how many EDOs that I have?  
A12 Initially, crews can phone the CMC. Once changes are made to the CMA system, this information will be made available to be viewed by employees.

- Q13 If I have notified the CMC of my intent to take an EDO and then no longer require it, can you cancel your EDO?  
A13 Yes. You must notify the CMC as far in advance as possible but no later than the start time of the EDO. Failure to provide such notification, will count as taking an EDO however, you may book on anytime afterward following the EDO book off.

- Q14 Are EDOs considered pensionable service subject to pension arrears calculations?  
A14 No. It is treated as an LOA and is deemed a non-pensionable absence.

- Q15 If I have been granted a LOA can my leave be cancelled because another employee takes an EDO on the same date?  
A15 No.

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**ARTICLE 32 - BEREAVEMENT LEAVE**

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Note: 2022 MOS; Formerly Article 19 LE West and LE East and Article 66 CTY West and CTY East.

**32.01 DAYS OF LEAVE**

- (1) Upon the death of an employee's spouse, child, step child or parent, an employee who has not less than 3 months cumulative compensated service shall be entitled to 10 days' bereavement leave of which 5 days will be without loss of pay exclusive of overtime within such 5 days.
- (2) Upon the death of an employee's father-in-law, mother-in-law, brother, sister, step-brother, step-sister, step-parent, grandparent, spousal grandparent, grandchild and step-grandchild, an employee who has not less than 3 months cumulative compensated service shall be entitled to 10 days' bereavement leave of which 3 days will be without loss of pay exclusive of overtime within such 3 days.

32.02 The leave of absence of up to 10 days may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs. Where there are extenuating circumstances, such as to schedule the leave in order to attend the funeral, the commencement of bereavement leave may be delayed upon authorization of the employee's supervisor. The leave of absence may be taken in one or two periods. The employer may require that any period of leave be of not less than one day's duration.

32.03 In the application of this Article, an employee's spouse is defined as the person who is legally married to the employee and who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualified as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

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**ARTICLE 33 - LEAVE OF ABSENCE**

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Note: Formerly Article 20 LE West and LE East, Article 64 CTY West, 2007 MOS and 2018 MOS.

- 33.01 Employees at the discretion of the Company will be granted leave of absence, not to exceed 3 months; permission to be obtained in writing. Such leave may be extended by application in writing to the proper Officer of the Company in ample time to receive permission or return to duty at the expiration of leave of absence, or proof furnished as to bona fide sickness preventing such return.
- 33.02 Leave of absence under this Article shall not be granted for the purpose of engaging in work outside the Company's service, except in cases involving sickness or other exceptional circumstances when approved by the General Manager and the General Chairman.
- 33.03 An employee on authorized leave of absence shall be continued on the seniority list.

## COMPASSIONATE LEAVE

- 33.04 Compassionate leave may be provided to employees to provide time off to manage urgent personal affairs, such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when an employee has unused annual vacation entitlement. Compassionate leave will not replace existing benefits, programs or government programs.
- 33.05 Compassionate leave may be provided under the following conditions:
- (1) A maximum period of leave of three (3) months duration.
  - (2) Payment in the form of a repayable loan will be made as follows. For yard employees, payment will be the equivalent of five basic days at the employee's applicable rate for each week of personal leave. For assigned and unassigned road service employees, the weekly earnings will be based on their Annual Vacation rate.
  - (3) Re-payment of loan at a minimum 10% of gross earnings per pay period. Full payment must be made over a period of no longer than two (2) years.
  - (4) A guarantee that such loan will be repaid in the event of the employee's death, dismissal, resignation or separation/retirement. (An employee must sign an appropriate document outlining these terms).
  - (5) A ceiling on the number employees on personal leave at any one time. (This will be determined by the Company).
  - (6) Benefits will remain in effect during the leave period.
  - (7) The leave will not be considered as pensionable service or CCS.
  - (8) Applications for such personal leave to be made through the Vice President of the TCRC.
  - (9) Such personal leave to be subject to approval by the AVP, Industrial Relations.
- 33.06 Recognizing that this is a new provision, the parties maintain the flexibility to modify the terms of this article by mutual agreement to ensure it fulfills the mandate."



### 33.07 **FAMILY CARE ISSUES**

Note: Formerly Appendix 11- 2007 MOS and 2018 MOS.

In order to deal with acute family care issues such as but not limited to childcare, child custody, spousal care, elder care, hospitalization or institutionalization of family members or dependents, employees may need leave (e.g. one week off a month or a certain day off a week), or would only be able to work certain shifts (e.g. afternoons) for a period of time to address these family issues the following was agreed:

- (1) Employees may apply for a personal leave of absence schedule in order to accommodate their work requirements and their family care issues. Such schedule will not exceed 6 months, and may include regular individual day leaves of absence, longer leave of absence not to exceed 14 consecutive days.
- (2) Employees may apply to alter their existing annual vacation schedule.
- (3) Alternatively, an accommodated position within their work location may be sought through the local RTW Committee without interference or affect on any other employees' seniority.
- (4) The employee is responsible to provide evidence of the necessity of establishing a modified schedule, changing vacation or position/schedule.
- (5) Although the company will attempt to accommodate requests as much as possible, arrangements will be subject to operating requirements and availability of crews.
- (6) Employees will have the ability to hold turns for personal medical appointments subject to clause 33.08.

### 33.08 **MEDICAL HOLD TURN**

Note: From 2018 MOS.

Within 30 days of ratification, the parties will identify and agree upon three trial locations across Canada, one of which will include a major metropolitan area. Any issues arising during the trial period will be addressed locally and escalated to the General Manager and General Chairmen, if necessary.

Following the one-year trial period the Medical Hold provision will be implemented at all terminals with the following parameters:

- (1) Unless the appointment is of emergent necessity, the employee will be required to provide a minimum of 14 days' notice and proof of the appointment to the Superintendent and CMC. Application is limited to when such appointments cannot reasonably be scheduled during off-duty time.
- (2) Employees cannot use this Medical Hold provision between the hours of 1700 hours Friday until 1800 hours on Sunday.
- (3) During Medical Hold period employees will have their turn held.

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**ARTICLE 34 - MISCELLANEOUS LEAVE**

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Note: Formerly clause 5.05, 5.08, LE West and East, clause 25.09, article 30, clause 49.01 – 49.04 CTY West, and clause 25.03, 25.05, 49.01 – 49.04 CTY East.

**34.01 ATTENDING COURT****CTY WEST & LE APPLICATION**

- (1) Employee who is on regular assignment or set up in pool service and is called as witness in court or other public investigation by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company, will be compensated to the extent of wages which they would have earned except for their absence as a result of such call.
- (2) Employee who is on Spareboard and is called as witness in court or other public investigation by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company:

**CTY WEST APPLICATION** – if time lost will be allowed a minimum day at through freight rates per day of 24 hours or portion thereof.

**LE APPLICATION** - will be allowed 8 hours per day of 24 hours at minimum freight rates, if time lost.

- (3) If Employee is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away from home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If an Employee is subpoenaed for a case in court or other public investigation other than by the Company, and is, therefore, not called by the Company, no payment of wages or expenses is required unless in the opinion of the Officers of the Company there are, according to the merits of the individual case, some special circumstances to justify it.

**CTY EAST APPLICATION**

- (7) Employees in yard service, called as witnesses in Court by the Company or before a Coroner's Inquest, will be allowed time, 8 hours minimum rate for each 24 hours or portion thereof. Actual reasonable expenses incurred will be allowed. Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.

## 34.02 **COMPANY'S BUSINESS**

- (1) **CTY WEST & LE APPLICATION** - Except as provided in Article 39, Employees held off duty on Company's business or by order of the Company's Officers will be paid at schedule rates for time lost in accordance with sub-clauses 34.01 (1) and (2) above, and actual reasonable expenses while away from home.
- (2) **CTY EAST APPLICATION** - Trainpersons held off on Company's business, or on Company's order, will be paid schedule mileage rates for mileage lost and actual reasonable expenses incurred. Trainpersons called as witnesses in Court by the Company or before a Coroner's Inquest, will be allowed time, minimum day's pay passenger rate, for each 24 hours or portion thereof. Trainpersons assigned to regular runs so held will receive not less than the regular rate for the time lost. Actual reasonable expenses incurred will be allowed. Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.

## 34.03 **JURY DUTY**

An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall be paid for actual time lost less the amount allowed them for jury duty for each day on which actual time lost is paid by the Company, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under Federal, Provincial or Municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.
- (5) Notwithstanding the provisions contained in the last sentence of sub-clause 34.03 (4) above, an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.
- (6) For the purpose of qualifying for General Holiday Pay, a day served on jury duty in respect of which the Company pays compensation shall be deemed to be a tour of duty. In the event a day served on jury duty was the last day preceding the General Holiday and for which an employee received compensation by the Company, the General Holiday pay shall be an amount equal to the compensation paid for jury duty on that day.

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**ARTICLE 35 - BOOKING UNFIT**

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Note: Formerly Article 32 LE West and 2012 Kaplan Award.

- 35.01 An employee being physically unfit for duty will report same to the crew management centre, so that the employee may not be called. The employee will not be disciplined for “booking unfit.”
- 35.02 **LE WEST APPLICATION** - When the Engineer reports for duty they will go out on their assigned run or in their turn.

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**ARTICLE 36 - RETURN TO WORK POLICY**

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Note: Formerly Article 41 LE West and LE East and Article 85 CTY West and Article 84 CTY East.

- 36.01 The Company and the TCRC recognize their legal and moral responsibility to accommodate disabled employees. This responsibility will be accomplished through both parties' continued participation in the CPR/Multi-Union Return to Work Program, of which the labour organizations representing running trades employees at CPR were founding members.
- 36.02 In addition to ensuring that both parties remain in compliance with applicable legislation, participation in the Return to Work Program enhances the opportunity to accommodate disabled employees.
- 36.03 Acknowledging that a number of policy and personnel changes have taken place over the last few years, this will confirm the need for a renewed commitment to the Return to Work Program. This renewal will include, but not be limited to, an audit of TCRC local committee members to be completed prior to the end of January 2005, the appointment of local committee members as required, and Return to Work Program training prior to the end of June 2005.
- 36.04 **MEDICAL RESTRICTIONS**

Note: Formerly November 15, 1985 Letter Re: Medical Restrictions.

- (1) This has reference to the handling of requests from Running Trades employees for changes in any restrictions which may have been imposed in respect of the position or class of service in which they may work.
- (2) Such restrictions may, of course, be temporary or permanent dependent on the medical condition of each employee.
- (3) Although the Company will not initiate further medical reviews of such employees, the Chief of Medical Services is prepared to re-assess the restriction whenever medical evidence can be produced indicating a significant change in the employee's condition. Such review would require a report from the employee's physician to the Chief of Medical Services, describing in detail the changes in the employee's medical condition along with sound evidence that the condition which was the cause for the restriction will

not recur. The employee's physician should also indicate their understanding of the requirements of the employee's work and how it impacts on the employee's medical problem. When indicated, the employee may be invited to submit additional reports from specialists, or the Company may seek the opinion of an outside consultant in order to arrive at an informed conclusion.

- (4) It must be recognized, however, that, inasmuch as the safety of himself, their fellow employees and the public is dependent on the constant attention and physical fitness of a Running Trades employee, every precaution must be taken to ensure that, whenever reasonable concern exists that he might be subject to sudden incapacity, that he be employed only in positions and under conditions where such an occurrence would not have serious implications.
- (5) Requests for changes in the nature of a Running Trades employee's restriction will be reviewed by the Chief of Medical Services in the light of these criteria. In all instances, requests for review of medical restrictions should be initiated through the employee's Supervisor and the employee will be advised by their Supervisor of the results of the reassessment.

## **LETTER RE: ABSENCE FROM DUTY DUE TO ILLNESS OR NON-COMPENSABLE INJURY**

CP Rail

Internal Correspondence

Date: Montreal, November 15, 1985

From: J.T. Sparrow

To: Messrs. G.A. Swanson  
E.S. Cavanaugh  
L.A. Hill

This has reference to the procedures to be followed when Running Trades employees are returning to work following absence from duty due to illness or non-compensable injury.

We have been advised by the Chief Medical Officer that the following procedure should be applied.

Inasmuch as the safety of the employee himself, their fellow employees and the public is dependent on the constant alertness and physical fitness of the employee in these classes of service, approval from the Chief Medical Officer is required where the employee's illness or injury, if recurrent, might subject them to sudden incapacity. These illnesses would include, as examples, circulatory, cardiac or psychiatric problems, diabetes, any loss of consciousness and serious back problems. Any employee suffering such illness or accident must be advised at the earliest opportunity that the approval of the Chief Medical Officer for their return to work will require the submission of a medical report from their physician to the Chief Medical Officer. In order to ensure that the employee's current medical condition and status may be properly evaluated and avoid, to the extent possible, any delay to their return to work, he should be advised that the medical report should be forwarded approximately one week prior to the anticipated date of return to duty and be based on a medical assessment given at that time. The report should identify the employee by name, date of birth, position and location and contain details of their medical condition including a precise diagnosis, the response to treatment and the medication required. In respect of cardiac cases, details of the employee's cardiac status and an evaluation of their exercise tolerance should also be supplied. This does not require a formal cardiac stress test.

Our experience has indicated that the majority of the delays in returning an employee to service are the result of failure of the employee's physician to appreciate the necessity of these reports, the importance of their expeditious handling and the specific information required in them. It is recommended therefore that, in addition to verbally advising the employee that the submission of such a report is necessary, that he be sent the attached draft letter and be required to show it to their doctor. For convenience and to ensure prompt delivery, the employee may be provided with an envelope addressed to the Chief Medical Officer, c/o the employee's Supervisor, for the report which the employee could then return for forwarding via O.C.S. mail if he so desires. It should be stressed that the above procedure applies only in the circumstances described and that the large majority of cases will not require the approval of the Chief Medical Officer for the employee's return to service. Such employees may be returned to work on receipt, by their Supervisor, of the "Certificate of Fitness" from the employee's personal physician.

In order to preclude Running Trades employees being held off duty unnecessarily following their recovery from illness or accident, please ensure that the above procedures are followed in returning such employees to duty.

Inasmuch as any employee described in paragraph two of this letter must be considered medically unfit for service until approval to resume duty is received from the Chief Medical Officer, it is recommended, in order to protect the employee's eligibility for W.I.B., that the following words be included in Answers 3, 2 and 2 in the Employer's statement on National Life claim forms E, H and J respectively: "This employee will not be permitted to resume duty until authorization is received from our Chief Medical Officer". As well, Form F, Notice of Termination, should not be completed and forwarded to National Life until such employees have actually been authorized to resume duty and have done so.

Please ensure that all Operating Officers involved in the handling of running trades employees who have been absent from service due to illness or non-compensable injury are aware of these procedures. A copy of this letter is being given to the General Chairperson.

(Sgd.) R.J. Pelland  
(for) Manager, Labour Relations

c.c.: Messrs. B. Marcolini  
J.H. McLeod

D R A F T

Dear Mr. :

In view of the nature of your illness (or injury), which has caused your absence from work since, it will be necessary to obtain authorization from our Chief Medical Officer to permit you to resume duty.

In this regard, you should have your personal physician submit a full report on your condition. The report should identify you by name, date of birth, position and location. It should contain a precise diagnosis, your response to treatment and details of any medication you are required to take. (Inasmuch as you have a cardiac problem, the report should also contain details of your cardiac status and an evaluation of your exercise tolerance. A formal cardiac stress test is not required.)\*

This report, which should be completed based on a medical examination given within one week of the date of your anticipated return to service, should be forwarded to the Chief Medical Officer, Canadian Pacific Railway, 401 - 9th Avenue S.W., Suite 345, Calgary, Alberta, T2P 4Z4. For your convenience, an envelope addressed to Dr. May in care of this Office is enclosed. If your doctor desires, he may place the report in the envelope and you can return it to me for forwarding to the Chief Medical Officer via O.C.S. mail. The cost of this report is your responsibility.

Inasmuch as the timely submission of this report is a necessary requisite for securing authorization for your return to work, I am sure you and your doctor can appreciate the importance of complying with this procedure. It is recommended that you show this letter to your doctor in order that he is fully aware of what is required.

We hope that circumstances will permit your early return to service.

Yours truly,

Supervisor

This refers to \_\_\_\_\_ (employee's name),  
\_\_\_\_\_  
(occupation), (date of birth).

It is our understanding that \_\_\_\_\_ is under treatment for.

\*To be included only in appropriate cases.



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**ARTICLE 37 - HEALTH, WELFARE & BENEFITS**

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Note: From 2022 MOS & Kaplan Award; Formerly 2018 MOS, 2015 Adams' Award & Agreed Upon Items, 2012 Kaplan Award & Agreed Upon Items, 2007 MOS, Article 31 LE West and LE East and Article 69 CTY West and CTY East.

**37.01 WEEKLY INDEMNITY AND LIFE INSURANCE**

Benefits shall be available in accordance with the terms of the Disability and Life Insurance Plan Agreement dated November 29, 1988, establishing the Benefit Plan for Train and Engine Service Employees, as amended:

**Note:** The Agreement of November 29, 1988, referred to above, is not reproduced here.

**(1) Group Life Insurance**

- a) Group Life Insurance coverage will be increased for employees who have compensated service with the Company according to the following schedule, providing they are qualified under the provisions of the Benefit Plan:

a	Effective January 1, 2022	\$56,000
b	Effective January 1, 2023	\$57,000

- b) The benefit in the case of work related accidental death will be \$150,000.00 death payment. The increases in (a) above will apply to other provisions of the AD&D Benefit Plan.
- c) The double indemnity provision for accidental death will include payment for paraplegia, hemiplegia and/or quadriplegia. Current provision of the AD&D Benefit Plan will remain unchanged.
- d) Effective January 1, 2000, an optional employee paid life insurance program will be instituted, permitting an employee to purchase additional life insurance up to a maximum of \$250,000.00 in units of \$10,000.00. The spouse may also purchase life insurance in units of \$10,000.00 to a maximum of \$150,000.00. Benefits to include a waiver of premium benefit during any period of disability. Individuals covered must provide evidence of insurability as determined by the carrier. Benefits will terminate at the earlier of retirement or the attainment of age 65.

## (2) Weekly Indemnity (Sickness) Benefits

Weekly Indemnity (Sickness) payment for claims, which originate on or after the following effective dates will be as follows:

WEEKLY BASE PAY	SICKNESS BENEFIT
Employees earning less than \$120.01 weekly:	\$80 or 75% of weekly base pay, whichever is less.
Employees earning more than \$120.01 weekly:	
Effective January 1, 2022	70% of weekly base pay up to a maximum weekly benefit of \$825.00
Effective January 1, 2023	70% of weekly base pay up to a maximum weekly benefit of \$850.00

A claimant in receipt of Employment Insurance Sickness Benefits will have such benefits supplemented to equal their Weekly Indemnity (Sickness) Benefit entitlement.

**Note:** Supplemental payments pursuant to the above are subject to the approval of the Canada Employment and Immigration Commission.

Effective February 1st, 2005, in the case of day surgery, coverage will commence from the first day of disability.

Effective February 1st, 2005, Weekly Indemnity Benefits will be terminated as of the date lay-off starts, provided that when subject to lay-off, the employee has been advised, in writing, of lay-off prior to the beginning of illness or injury. The benefits claim will be reinstated when recalled if, at that time, the disability continues to exist.

Effective January 1, 2013, extend the continuation of coverage for extended health care, dental and basic life insurance up to 41 weeks provided the employee is receiving short-term disability benefits.

(Note: Refer to Letter Re: Weekly Indemnity Benefits, and Appendix 12 of the 2022 MOS.)

## (3) Continuation of Coverage for 41 Weeks

Effective January 1, 2013, extend the continuation of coverage for extended health care, dental and basic life insurance up to 41 weeks provided the employee is receiving short-term disability benefits.

### 37.02 LIFE INSURANCE UPON RETIREMENT

(1) An employee who retires from the service of the Company subsequent to January 1,

1991, will, provided they are fifty five years of age or over and have not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000.00 life insurance policy, fully paid up by the Company.

- (2) An employee who retires from the service of the Company subsequent to January 1st, 2005 will, provided they are fifty-five years of age or over and have not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 life insurance policy, fully paid up by the Company.
- (3) An employee who is in receipt of a Disability Pension or who becomes eligible to receive a Disability Pension will be entitled to a \$7,000.00 life insurance policy, fully paid up by the Company.

### 37.03 DENTAL PLAN

The Dental Plan Agreement, dated December 10, 1985, as amended will be further amended as follows in respect of employees covered by this Collective Agreement:

**Note:** The Dental Plan Agreement dated December 10, 1985 referred to above is not reproduced here.

- (1) Effective with treatment which commenced on or after January 1, 2022 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2022.
- (2) Effective with treatment which commenced on or after January 1, 2023 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2023.
- (3) For the Province of Alberta, the Fee Guide stated above shall be the Alberta Representative Guide and will be made available to the TCRC Membership as published yearly by the Company.
- (4) Effective January 1, 2006 scaling will be limited to eight units for each plan and eligible dependent member per calendar year.
- (5) Effective January 1, 2000, the frequency of exams will be extended from once every six months to once every nine months for adults over the age of 18.
- (6) Effective January 1, 2000, coverage will be provided to cover pit and fissure sealant for children under the age of 18.
- (7) Effective January 1, 2018, increase the annual maximum from \$1,825 to \$1950.
- (8) Effective January 1, 2019, increase the annual maximum from \$1,950 to \$2,000.
- (9) Effective January 1, 2020 increase the annual maximum from \$2,000 to \$2050.

(10) Effective January 1, 2021 increase the annual maximum from \$2,050 to \$2100.

(11) Effective January 1, 2023 increase the annual maximum from \$2,100 to \$2,150.

Note: Effective January 1, 2008, reduce the employee paid deductible to \$0 and establish a co-pay provision where the employee will pay 10% of the premium.

(12) New employees shall become eligible for dental benefits on the first day of service.

(13) An eligible employee whose coverage is terminated due to layoff may, at the employee's option, continue coverage for a period of 12 months following the end of the month in which the lay-off commences upon remitting monthly to the Employer an amount equal to the estimated cost of the Dental plan as determined by the Service organization. To exercise this option, the employee must notify the Company of their desire to continue benefits upon layoff and make arrangements for payment.

#### 37.04 EXTENDED HEALTH AND VISION CARE PLAN

(1) The Extended Health and Vision Care Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement dated December 10, 1985, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

**Note:** The Extended Health and Vision Care Plan dated December 10, 1985, referred to above, is not reproduced here.

(2) Annual Maximum

a) Paramedical coverage will include the service of practitioners licensed as speech therapists, osteopaths, podiatrists, Naturopath, acupuncturist, chiropodist and the Victorian Order of Nurses (VON). The combined annual maximum of all the above listed disciplines is \$1,500.00 and no one discipline will exceed \$500 annually.

b) The annual maximum for services of chiropractors is \$500.00.

c) The annual maximum for services of a Licensed Massage Therapist is \$500.00, and requires referral by a physician.

d) Effective January 1, 2015, the maximum amount for chargeable expenses for vision care will be increased from \$275.00 to \$325.00 in any 12 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.

e) Add to the existing Out of Canada medical insurance, an Emergency Travel Assistance benefit to provide 1-800-268-6195 number that will guarantee payment under the plan for emergency treatment outside of Canada.

(3) Effective February 1, 2005 amend the plan to base reimbursement entitlement of medication on the cost of the appropriate generic drug where less expensive than the

brand name drug. A generic drug is defined as a drug, which is identical or equivalent to a brand name drug in dosage, strength, route of administration, quality, performance characteristics and intended use to a corresponding patent brand name drug.

**Note:** Brand name drugs are covered if no generic drugs are available.

- (4) Effective February 1, 2005 charges for blood testing monitor equipment, standard, syringes, needles and diagnostic aids, and other supplies required for the treatment of diabetes are covered including supplies for insulin injection pumps. (Charges for cotton swabs, rubbing alcohol, automatic jet injectors, insulin injection pumps and similar equipment are not covered.)
- (5) Employees shall become eligible for extended health & vision care benefits on the first day of service.
- (6) Effective October 15, 2022.
  - a) Provide a direct billing benefits card.
  - b) Provide for preventative vaccines including: hepatitis, tetanus, diphtheria, malaria, meningitis, and typhoid.
  - c) Provide for Infertility drug coverage at 50% to a maximum of \$3,000 per lifetime and Erectile Dysfunction drug coverage at 50% to a maximum \$1,000 per calendar year as prescribed.
  - d) Psychologist Benefit: Addition of Clinical Counsellor to Psychologist Coverage of 100% up to \$1,000 calendar year maximum.

Note: Refer to Letter Re: Improvements to the Benefit Plan.

Note: Effective January 1, 2008, reduce the employee paid deductible to \$0 and establish a co-pay provision where the employee will pay 10% of the premium.

#### **37.05 CTY APPLICATION - EMPLOYEE INJURY**

An employee prevented from completing a day's work due to a bona fide injury sustained when on duty will be paid for the actual time relieved from duty but not less than a basic day's pay. In such cases, the Company may require the employee to furnish a medical certificate attesting to the bona fide injury. In the event that the injured employee receives compensation benefits from an outside source, such as Workers' Compensation, for the day of the injury they shall only be paid the difference between such compensation and a basic day's pay.

#### **37.06 COORDINATION OF 2 EMPLOYEE BENEFITS**

Modify the plan language to permit the co-ordination of benefits where two CP employees are part of the benefits plan.

#### **37.07 BASIC EXTENDED HEALTH CARE PLAN UPON RETIREMENT**

- (1) A retired employee will receive from CPR an annual contribution to his/her HSA for the

rest of his/her life. This contribution will also continue for the remainder of the employee's spouse's life.

- (2) The amount of money is determined by a formula, based on an employee's length of service with the company. Under the formula, an employee will accrue \$33 for each year of active service. For example, if an employee had 26 years of service when he retired, he would receive \$858 each year in his HSA (\$33 per year x 26 years of service = \$858 per year). When the employee died, his surviving spouse would be eligible for the full-amount of the HSA for the rest of her life.
- (3) When an employee incurs an eligible health expense that is not covered by provincial health care (such as vision care, dental treatment, hearing aids, etc.), the employee pays for the service and then uses the money in his/her HSA to reimburse himself/herself tax-free for the expense. The list of 'eligible' expenses is defined by tax law, and is much broader than the expenses covered by the current CPR basic and top-up plans. There is no deductible associated with this approach.
- (4) The HSA may also be used to pay for premiums for private health or dental coverage (or for the Quebec pharmacare premiums for those pensioners living in Quebec).
- (5) In order to simplify personal administration required from the retiree, CPR has secured an optional "preferred provider" health care Insurer who will offer a choice of different plans at better rates than pensioners are capable of getting on their own.
- (6) Any balance remaining in the HSA at the end of the year is carried over to the next year and added to the Company's annual contribution. However, the carry forward amount must be used in the following year; otherwise the law requires it be forfeited (i.e., each HSA amount has a 'lifespan' of 2 years).
- (7) The money contributed by CPR to the HSA is not taxable; the only exception is for those pensioners living in Quebec. However, the Quebec pharmacare premium that pensioners are currently paying could be paid through the HSA.

### 37.08 PENSION

All the provisions of the Canadian Pacific railway pension plan (the plan) are not reproduced here. The provisions of the plan do not form part of the collective agreement and changes to the plan are Subject to the approval of the pension committee and the board of directors.

The following information is provided for ease of reference to the reader:

- Effective January 1, 2023, the pension contribution formula for employees hired before June 1, 2013 together with those employees who become part of this legacy group as a result of any sweep up represented by the TCRC (on behalf of Train and Engine Employees) is 6.94% of earnings up to and including the years' maximum pensionable Earnings (YMPE) as established from time to time by the Canada Revenue Agency, and 7.23% of earnings in excess of the YMPE.
- Effective January 1, 2008 the pension formula for establishing a pension for employees represented by the TCRC is 1.8% of the eligible employee's highest plan

earnings up to and including the YMPE and 2% of the highest plan earnings in excess of the YMPE.

Past service: (service prior to June 1, 2013) cap of \$2,250.00 per year of service: provided that if the member's pension for service prior to the effective date of the change, based on his highest plan earnings and average YMPE at that date is greater than the revised pension limit in effect at his date of retirement, termination or death, then the member's benefit will not be reduced to the revised pension limit in effect at his date of retirement, termination or death.

Future service: cap of \$2,250.00 per year of service on and after June 1, 2013.

Effective January 1, 2023, new employees will be subject to pensionable service capped at \$1,715 per year of service.

Benefit Formula: 1.7%/2.0%.

Contribution Rates set at 4.3% up to YMPE and 6.3% above YMPE.

Commutated value for employees determined to be terminally ill with a life expectancy of one year or less based on the medical decision of the chief medical officer. Refer to Letter Section for [Letter Re: Terminally Ill Employees](#).

June 1, 2013 will be the date when the pension cap in this plan for non-union members is lowered to \$2200.00 or less.

**Note:** It is further understood that non-union members of the DB Plan have been given notice that their ability to receive unreduced commuted value when qualifying for early retirement (55 years old and 85 points) is being discontinued.

Notwithstanding any provision of the Pension Plan, or of the Collective Agreements, the Union and the Company are directed to ensure that their representatives on the Pension Committee vote in accordance with the provisions of this Article. The Company is further directed to ensure that its Board of Directors not make decisions that are inconsistent with this article.

Notwithstanding any other provisions of the Collective Agreements, it is agreed and understood that this Article can be renegotiated by the parties without limitation.

- TCRC represented members of the plan must have the consent of the company in order to retire prior to age 65. Any member who is otherwise entitled to retire under the pension rules and who is denied consent by the company (such denial must be confirmed by the Vice-President, Human Resources/Industrial Relations) will receive an amount equal to their five year highest average yearly earnings, with a minimum of \$70,000.00, payable at the beginning of each twelve month period that consent is withheld.
- All pre-retirement annual vacation must be taken prior to an employee commencing retirement. A change by the Company to the effective date of retirement due to the

exhausting of outstanding vacation does not constitute a denial of consent.

- When an employee satisfies the age and service requirements for an unreduced, early retirement, the consent provisions of the Plan shall not apply if such employee is terminated.
- Where a member of the Plan has worked in different departments and/or labour organizations within Canadian Pacific Railway, the member's pensionable service and entitlements will be determined by the use of the "checkerboard solution".
- Employees retiring on or after January 1, 2005 will have the option to choose an 80% or 100% survivor benefit on an actuarial reduced basis.
- For more information about the Canadian Pacific Railway Pension Plan, please contact the Pension Plan Help services at 1-888-511-7557 or in Calgary at (403) 319-3035.

### **37.09 LONG TERM DISABILITY PLAN**

An employee paid Long Term Disability Plan (LTD), implemented by the TCRC Locomotive Engineers (LE), Conductors-Trainmen-Yardmen-Switchtenders - Road Service Employee-Road Service Helper-Yard Service Employee-Yard Service Helper-Utility Yard Employee (CTY), will be administered by the Company. Administration will include payroll deduction of premiums, which will be forwarded to the Insurance Carrier. Premiums and all other costs associated with this plan will be borne by the individual TCRC LE/CTY members.

### **37.10 MEDICAL CERTIFICATES**

The cost of all medical examinations, tests or reports, required by the Company's OHS department and/or the Company's insurance carrier shall be paid by the Company, when such examinations, tests, or reports are not paid for under a provincial health plan.

### **37.11 BENEFITS UNION/MANAGEMENT COMMITTEE**

Note: Formerly December 5, 2007 Letter – Benefits Union/Management Committee.

- (1) This refers to various discussions surrounding the issues of benefits provided by the Company and the application of same to members, especially given the introduction of employee co-pay in 2008.
- (2) It was agreed that the Union would be part of the process so that they could conduct a detailed review, understand the co-pay calculations and ensure these calculations are correct. Such calculations will only include employees of this bargaining unit. Employees who are not eligible for benefits will not be required to make co-pay payments during that period. As well, it was agreed that a joint Union Management committee would be established consisting of full time union representatives or designates from each General Committee and designated Company managers. This committee would meet annually, or more often as required. This committee will review the application and administration of employee benefits to ensure that they are being properly applied, that appropriate claims are not being declined, and the level of service to the employees is



maintained at an acceptable level. Issues not resolved by the committee may be escalated to the Vice-President TCRC and Assistant Vice-President Industrial Relations for resolution.

- (3) The committee will also discuss and oversee the issue of communication of benefit entitlements to your respective members. As a part of this effort, the Company proposes that the benefit books be maintained in their updated format on the respective Company and TCRC Websites, and will also provide printed benefit plan booklets for plan members and TCRC officers. Additionally, the committee will undertake to update the benefit plan agreements between the Union and the Company.
- (4) Furthermore, should the Union request a comprehensive and detailed review of benefit claims this will be done jointly with representatives of the plan service provider, the Company, and the Union. If it is found that claims are being denied incorrectly, immediate corrective action will be initiated to ensure the plan service provider takes the necessary steps to correct this. Specific tracking of claim payments may be initiated upon request of the Union if it is determined that certain types of claims are continuously denied. Should it be found that claims are not being submitted correctly by plan members, educational material will be distributed to the plan members to educate and inform them of the correct claim submission requirements.

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**ARTICLE 38 - PERIODIC COMPANY REQUIRED MEDICAL**

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Note: Formerly Appendix 33 and 34, Article 5.07 LE West and LE East, clause 25.08 and 49.03 CTY West, clause 25.04 CTY East, and 2007 MOS.

38.01 An employee required to take a periodic medical examination during their off-duty hours shall be allowed payment of 3 hours' pay at the basic rate of their regular position.

38.02 Payment will be provided in the following circumstances:

Note: Formerly Appendix 34 MOS- 2007.

- (1) Employees currently working in a running trades position and have been instructed by the Chief Medical Officer (CMO) or his designate to attend a medical assessment with or without a submission of a medical report during their off-duty hours.
- (2) Payment would apply in circumstances for both general medical assessments and for the monitoring of specific conditions as required by the CMO or his designate under the regulations. For information, guidelines regarding general medical assessments are as follows: every five years until the age of forty and every three years thereafter until retirement or until no longer employed in a Safety Critical Position. Medical assessments for the monitoring of specific conditions are established on a case-by-case basis as deemed necessary by the CMO or his designate in applying the Railway Medical Guidelines. It should be noted that these medical assessments for the monitoring of specific conditions may be more frequent than general medical assessments.

(3) Payment would also apply for separate hearing and vision examinations required by the CMO or his designate, subject to the exceptions outlined below.

38.03 Employees would NOT be eligible for payment under this article in the following circumstances:

- (1) Where the medical assessment is not required by the CMO or his designate under the Regulations.
- (2) Employees who are off work due to an “on-duty” or “off-duty” injury and have not yet been cleared to return to work without restrictions.
- (3) The assessment and report is for the general assessment of vision and hearing where such tests have been part of the general periodic medical assessment. Additionally, payment for vision or hearing tests would not be applicable where such tests have been offered to employees at their worksite by the Company and employees have not taken the opportunity to avail themselves of such assessments.

38.04 **PAYMENT FOR PERIODIC MEDICAL EXAMINATIONS - LOST WAGES**

Note: Formerly Appendix 33- 2007 MOS.

The Company attempts to schedule medical examinations at locations and times that would permit employees to attend during their off- duty time; when off for miles, between trips, or on scheduled days off. In certain cases, however, it appears there is still an issue when the Company Medical Officer makes arrangements for the employee to attend a medical examination.

If unusual circumstances prevail whereby employees cannot adjust their work schedule to attend such medical examinations in their off-duty time, and would lose wages as a result, they should inform the Company in order that appropriate action can be taken to permit their attendance. This should be done as far as in advanced of the necessity for the medical examination.

In the above circumstance, if the employee is required to miss work to attend, the Company will pay lost wages. Employees who are required by the Chief Medical Officer to submit to a medical examination at other than their home terminal, expenses will be provided subject to prior approval of local managers.

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**ARTICLE 39 - INVESTIGATION & DISCIPLINE**

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Note: 2022 MOS and Formerly Article 23 LE West and LE East, Article 70 CTY West and CTY East, Article 55 CTY West, 2007 MOS and 2018 MOS.

39.01 When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date, time, place and subject matter.

- (1) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the accredited representative of the Union.

**CTY WEST APPLICATION - Note:** Yardperson who is on night duty shall not be required to attend an investigation into a matter duly reported until they have had an opportunity of having at least 8 hours rest after going off duty, unless the extreme urgency of the case demands otherwise.

- (2) The notification shall include advice to the employee of their right to have an accredited representative of the Union attend the investigation. Under normal circumstances, the Company allows a reasonable delay or postponement of an investigation if an employee requests that a particular representative be present who, at that given time, may not be available. Requests for such postponement should be made in advance of the scheduled time for the investigation. This does not allow the employee the unfettered right to unduly delay the investigation awaiting the representative since the expeditious handling of investigations is of paramount importance. (Note: Formerly July 25, 1989 Letter Re: Investigation & Discipline.)
- (3) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a Company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a Company employee, it will be at the Union's expense.
- (4) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility. Upon request, the Company shall confirm to the employee whether or not technical evidence, such as Q-Tron tapes, will be used at an investigation in order that they might arrange for a qualified accredited representative. The employee and their representative will be allowed time to study this evidence as well as any other evidence to be introduced at the commencement of the investigation. Should any new facts come to light during the course of the investigation, this will be investigated and, if necessary, further memoranda would be placed into evidence during the course of the investigation. (Note: Formerly July 25, 1989 Letter Re: Investigation & Discipline.)
- (5) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chairman(men).

- (6) Investigations should be conducted at the employee's main home terminal to the extent possible. However, should a Superintendent whose office is at a distant terminal feel it is necessary for an investigation to be conducted in their office, the employee would be advised to appear at that point. When this is required, the Company will provide appropriate transportation for the employee and their representative where necessary. Furthermore, if an employee is required to stay overnight, the Company will furnish accommodation in the rest house, or the equivalent thereof. Should the employee desire another employee to appear as a witness on their behalf it would be their responsibility. Should the Union consider that investigations are being held at other than the employee's main home terminal for insufficient reasons, the matter may be referred to the General Manager by the General Chairman. Failing a resolve the Vice-President of the Union or their delegate may refer the matter to the office of the Vice-President, Industrial Relations. (Note: Formerly July 25, 1989 Letter Re: Investigation & Discipline.)
- (7) The employee will sign their statement and be given a copy of it, with the single exception in the case of investigations arising out of an allegation of harassment. In such circumstances and depending on the seriousness of the allegations and the nature of the situation, copies of the investigation may be limited to being retained by the Company and accredited local representative(s), if they have been asked to be present by the employee, or if required to allow the Union to represent an employee involved in this matter.
- (8) In the case of an investigation arising out of an allegation of harassment, depending on the seriousness of the allegations and the nature of the situation, notification may not include all copies of available evidence, however in such circumstances all evidence will be made available within the company office to the employee together with the local Union representative, or any other accredited Union Representative (if either is involved in this matter) to jointly review and prepare for the investigation. In any event, all evidence will be presented at the investigation and the employee will be given sufficient time to review such information. Such evidence will remain with the Company and accredited local representative or other accredited representative as the case may be.
- 39.02 Sub-clause 39.01(4) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the accredited representative of the Union of the evidence to be presented and the reason for the delay in presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation, such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.
- 39.03 If the employee is involved with responsibility in a disciplinary offence, they shall be accorded the right on request for themselves or an accredited representative of the Union, or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness. In the case of an investigation arising out of an allegation of harassment, and depending on the seriousness of the allegations and the nature of the situation (an appropriate situation), only the accredited representative(s) of the Union may be present during the investigation of the accuser, and possibly any other witness. In such a case, the employee

will be reminded of their right to have an accredited Union Representative attend such an investigation. Thereafter, the employee will be given an opportunity to review all evidence and statements, and retains the right to rebut any and all evidence. In appropriate situations, the Company may require that all copies of the statements and other related evidence will remain with the Company and accredited representative(s).

#### 39.04 **EXAMINE WITNESSES DURING AN INVESTIGATION**

Note: Formerly November 16, 1992 Letter Re: Examine witnesses during an investigation.

- (1) In respect of a witness from whom a statement will be taken, the employee under investigation will be notified of the time and place in order that that employee or accredited representative may be in attendance if they so desire. Should they attend, they will be permitted to ask questions of the witness and/or offer rebuttal at the conclusion of the witness' statement. It should be noted that all questioning must be directed to the witness through the investigating Officer in order to ensure the orderly conduct of the statement. Only questions or cross-examination on subjects directly pertaining to the evidence or matter under investigation will be allowed. When, in the opinion of the investigating Officer, a question is wholly irrelevant, it may be declined. The question will be recorded in the statement, together with the action of the investigating Officer in declining to direct the question to the witness. If rebuttal is offered or questions asked by the employee under investigation or accredited representative, such rebuttal and questions asked together with the answers given by the witness will be recorded in the statement. Should the employee elect not to question the witness, this will also be recorded in the witness' statement.
- (2) On the other hand, should the employee under investigation not attend the witness' statement, the fact that they had been notified that a statement would be taken will be recorded in their own statement at the time the witness' evidence is being introduced. In such cases, the employee or representative will be allowed only the opportunity to offer rebuttal to such evidence.
- (3) When a Company Officer gives evidence in the form of a memorandum, the Officer, if requested by the employee under investigation or accredited representative, will be present at the statement of employee. The employee or accredited representative will be permitted to ask questions of the Company Officer through the presiding Officer or to offer rebuttal. The rebuttal offered or questions asked and the Officer's answers will be recorded in the statement in the same manner as noted above.
- (4) There may be instances where the employee or the Union may request that certain witnesses be called on behalf of the employee under investigation. Such request will not be denied unless it can be demonstrated that these people could not have witnessed the incident under investigation nor could they provide any pertinent evidence in this regard.

39.05 Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or

statements. The employee shall be advised in writing of the decision within 20 days of the date the investigation is completed, i.e. the date the last statement in connection with the investigation is taken except as otherwise mutually agreed. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.

39.06 An employee is not to be held off unnecessarily in connection with an investigation. An employee may be held out of service for an investigation for the following reasons:

- The nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual, or,
- To expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility.

In such cases, an employee held out of service more than 10 calendar days, or as mutually extended, due solely to the Company, will be paid lost wages for each day held out of service in excess of 10 calendar days, or such other agreed upon period. It is understood that employees held out of service in relation to alleged criminal charges and alleged Rule G offences, are not eligible for lost wages pursuant to this sub-clause unless later found blameless.

If an employee is unavailable such as but not limited due to illness or unable to be contacted by the Company for an investigation, the 10 calendar day period shall be extended by a period equal to the period the employee was unavailable.

Layover time will be used as far as practicable.

An employee who is found blameless will be reimbursed for time lost in accordance with sub-clauses 34.01(1), (2), and (4).

39.07 When an employee is dismissed or resigns they shall be paid through electronic deposit to coincide with the immediately next regularly scheduled pay day. In no case will the deposit be made later than 14 days from the date the employee resigns or is dismissed. As soon as possible, the employee shall be given a record of employment in accordance with the current Federal Regulations.

#### 39.08 **REST AFTER INVESTIGATION**

Employees will have the ability to book 8 hours rest following Company initiated investigation. Rest will commence from the time stated at the conclusion of the investigation.

#### 39.09 **CANCELLATION OF INVESTIGATIONS**

When a scheduled investigation is cancelled employees will be paid for actual lost earnings, if any. Notice of cancellation will be provided to anyone required to attend the investigation.

### 39.10 CUSTOMER RELATIONS

Note: Formerly May 23, 1999 Letter Re: Customer Relations.

- (1) Any problems encountered dealing with Customer Service will be dealt with on a local basis between the Local Company Officers, Local Union Representatives and whenever possible, the customer with a view to resolving the issue.
- (2) If unable to resolve the issue on a local basis, the issue may be advanced to the respective General Chairman(men) and Service Area Manager providing full details and circumstances of the problem.
- (3) Every effort will be made by both parties to find a mutually agreeable resolution to the problem as quickly as possible.
- (4) If the parties are unable to come to a resolution, through this joint consultation process, more traditional methods of dealing with the problems may be used.

### 39.11 INFORMAL HANDLING

- (1) The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner.
- (2) In the place of the formal investigation as provided for in the Collective Agreement an informal interview will be held to review the incident involved at which interview the employee may have an accredited representative of the union present.
- (3) A record of the incident will be placed on the employee's file and a copy of same given to the employee.
- (4) This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offences take place within a one year period.
- (5) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offences do not take place within one year.

### 39.12 ADMISSION OF RESPONSIBILITY

- (1) Where an individual admits responsibility for an incident where the penalty to be assessed is 10 demerit marks or less, and the individual chooses to waive the right to a formal investigation provided for in the Collective Agreement, discipline may be assessed without the need for such investigation.
- (2) In these circumstances an informal interview will be held to review the incident involved. If so desired, the employee may have an accredited representative of the Union present. Discipline will be issued within 20 calendar days of the interview.
- (3) No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that the employee wishes to forego the formal

investigation and admit responsibility.

- (4) By accepting the procedure provided for in this clause, the employee waives the right to grieve the discipline assessed under the provisions of the Collective Agreement
- (5) The Company will supply an employee who has agreed to utilize the admission of responsibility provisions of the Collective Agreement(s) with an additional copy of the admission form with written instructions that such additional form may be provided to the Local Chairman for their information should the employee desire.
- (6) Any employee whose discipline record reaches 30 demerits or more, shall receive a written notification of their discipline status in regard to the Brown System of Discipline. A copy of this notification will be provided to the Local Chairman for their information.

### 39.13 DEFERRED DISCIPLINE

- (1) This Clause is intended to address an individual who has been found responsible for an incident in circumstances that by themselves are not dismissible, but which, due to the existence of demerit marks on the individual's record, would result in dismissal.
- (2) Where it is felt that the service record of the individual warrants their retention in employment, the employee may be assessed "deferred discipline".
- (3) Deferred discipline is a procedure whereby the discipline assessed will be annotated on the employee's file, but not added to their demerit mark total provided, for a period of one year following the issuance of the deferred discipline, the employee is discipline-free. Following one year of discipline-free service, the employee's discipline record will revert to its standing prior to the assessment of the deferred discipline.
- (4) If additional discipline is issued to the employee during the one-year period, then the discipline that had been deferred will be added to the employee's discipline record.
- (5) Where it is determined that the situation warrants the assessment of deferred discipline, the employee will be so advised and will have three (3) days in which to advise the Company that they wish to accept the deferred discipline. By so accepting, the employee will be waiving the right to grieve the discipline as provided for in the Collective Agreement.

It is understood that for the purposes of rendering a decision, the date upon which the individual is advised that their discipline may be deferred will be regarded as the date upon which the Company has rendered its decision. If the individual indicates that they do not wish to accept the deferred discipline, or they have not replied within the three (3) day delay, the discipline assessed will be immediately added to their discipline record.

- (6) Within 30 days of the assessment of discipline, i.e., the date the Form 104 is issued to the employee which results in the use of deferred discipline under the provisions of the collective agreement(s), the Union may request that a review of the case be done by the General Chairman of the Union and the General Manager.
- (7) The General Chairman and the General Manager will meet as soon as possible to review the culminating incident, but in any case within 30 days of the request.



- (8) The parties will review the entire case file on the matter to determine the merits of the case.
- (9) There shall be no ability to progress a grievance or to proceed to arbitration with respect to deferred discipline.

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**ARTICLE 40 - GRIEVANCE PROCEDURE**

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Note: Formerly Article 22 LE West and LE East, Article 71 CTY West and CTY East, and 2007 MOS.

**WAGE CLAIMS AND/OR ALLEGED VIOLATIONS OF THE COLLECTIVE AGREEMENT**

40.01 A wage claim not allowed will be promptly returned and the employee advised the reason therefore. If not returned to the employee within 30 calendar days the claim will be paid.

When a portion of a claim is not allowed the employee will be promptly notified and the reason given, the undisputed portion to be paid on the current payroll.

40.02 A grievance concerning the meaning or alleged violation of any one or more of the provisions of this Collective Agreement shall be processed in the following manner:

**Step 1 - Presentation of Grievance to the Designated Supervisor**

Within 60 calendar days from the date of the cause of grievance the employee may present the grievance in writing to the designated Company Officer who will give a decision in writing as soon as possible but in any case within 60 calendar days of date of the appeal, or this Step may be bypassed by forwarding the grievance to the Local Chairman who may initiate the grievance at Step 2.

**Step 2 - Appeal to the Designated Company Officer**

If a grievance has been handled at Step 1, within 60 calendar days from the date decision was rendered under Step 1 the Local Chairman may appeal the decision in writing to the designated Company Officer.

If Step 1 has been bypassed then, within 60 calendar days of the date of the cause of grievance, the Local Chairman may present the grievance in writing to the designated Company Officer who will give a decision in writing as soon as possible but in any case within 60 calendar days of date of the appeal.

The appeal shall include a written statement of the grievance along with an identification of the specific provision or provisions of the Collective Agreement which are alleged to have been misinterpreted or violated.

**Step 3 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 2, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be

rendered in writing within 60 calendar days of the date of appeal. The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of their decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding settlement without stoppage of work.

## **APPEAL AGAINST DISCIPLINE IMPOSED**

40.03 An appeal against discipline imposed shall be processed in the following manner:

### **Step 1 - Appeal to the Designated Company Officer**

Within 60 calendar days from the date the employee is notified of discipline assessed the employee and/or Local Chairman may appeal the discipline in writing to the designated Company Officer.

The appeal shall include a written statement of the employee's and/or the Union's contention as to why the discipline should be reduced or removed. A decision will be rendered in writing within 60 calendar days of the date of the appeal.

### **Step 2 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 1, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 60 calendar days of the date of the appeal.

The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of their decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding settlement without stoppage of work, except that an appeal against the dismissal of an employee which does not involve a claim for payment for time lost, may be submitted to the Canadian Railway Office of Arbitration and Dispute Resolution at any time within 2 years from the date of dismissal.

40.04 Any grievance not progressed by the Union within the prescribed time limits shall be considered invalid and shall not be subject to further appeal. Where a decision on a grievance concerning the meaning or alleged violation of any one or more of the provisions of the Collective Agreement and in which a wage claim is involved, is not rendered by the appropriate officer of the Company within the prescribed time limits, the claim shall be allowed as presented but this shall not be considered as a precedent or waiver of the contention of the Company as to similar claims. Where a decision on an appeal against discipline imposed is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step of the grievance procedure.

40.05 The time limits specified in this Article may be extended by mutual agreement.

### **40.06 ABEYANCE CODE**

Note: Formerly Appendix 30, 2007 MOS- Letter-Process for Establishing Abeyance Code.

The purpose of an abeyance code is to track multiple claims relating to a specific dispute at a location, while a grievance related to pay was being resolved. In order to ensure clarity

regarding the process for establishing a code, the following was confirmed:

- (1) A grievance is filed regarding a claim for payment.
- (2) If it is expected that this circumstance will occur on a regular basis during the grievance procedure, the local Chairman may make a request to the local manager that an abeyance code be established.
- (3) The local manager will review the matter with Labour Relations to ensure that the requested code falls within the purpose of the codes as outlined above.
- (4) When in accordance with the purpose, Labour Relations will arrange that the CMC establish an abeyance code and issue a bulletin detailing when the code should be used and what supporting information, if any, is required.
- (5) Where deemed inappropriate (e.g. the dispute is defined too broadly or there is little opportunity for reoccurrence) an abeyance code will not be established. In such cases, the appropriate General Chairman(men) will become involved, and after discussions if there remains a dispute regarding the opportunity for reoccurrence the abeyance code will be established in order to determine if the matter under dispute actually results in repetitive claims.

## **LETTER RE: MANAGEMENT OF GRIEVANCES & THE SCHEDULING OF CASES AT CROA**

This Agreement is designed to improve the management and processing of disputes through the grievance procedure up to and including arbitration.

There is agreement that all grievances must be advanced and must be responded to in each case, at all levels, this includes proposed Joint Statements of Issue (JSI). Reference Archived July 25, 1989 Letter of 1989 re: Handling of wage claims and grievances.

In the event a JSI is not agreed upon, at least thirty days prior to the scheduled hearing the TCRC and CP will provide detailed Ex Parte Statements of Issue to CROA and to each other, which outlines their respective positions about the dispute. The parties will only be able to raise and pursue the issue raised in the JSI or their Ex Parte Statements of Issue as the case may be. Failure of a party to agree upon a JSI or filed its own detailed Ex Parte Statement of Issue will prohibit that party from raising and relying upon any issues or positions at Arbitration. In other words, the party failing to agree to a JSI or failing to file its own Ex Parte will be limited to replying only to those issues raised by the other party.

There is agreement the Union will schedule those cases with CROA that need to be adjudicated subsequent to the meetings and the efforts to settle. If there is a case that is simply not going to settle, while discussion may be helpful it will not delay the scheduling of a case at CROA.

It is the intention of the Parties to only schedule disputes with CROA that need to be scheduled and need to be heard by the CROA Arbitrators. The Parties agree and will continue to hold other files in abeyance with time limits protected in order to advance outstanding disputes to CROA for scheduling on a case-by-case basis consistent with CROA scheduling Rules and Guidelines. In other words, the parties will follow a system of requesting that particular files be scheduled on a month-to-month basis.

The parties agree that all time limits as set out in the grievance procedure will be held in abeyance while the cases await a request to be scheduled at CROA. This will apply only for the final step in the grievance procedure submission to CROA. All other time limits shall remain in force unless mutually agreed otherwise on a case by case basis between the parties.

This will not in any way diminish or affect responsibility or liability in any case. This is an agreement between the Parties to enter into sincere discussions in an honest and forthright effort to settle outstanding disputes and to then schedule only those disputes that truly remain outstanding and have received maximum settlement efforts by the parties.

The Parties agree to discuss any process or practical points needed to further address with CROA any further issues to make this agreement operate smoothly for all concerned.

Dated May 30, 2018

For CP Rail

For Teamsters Canada Rail Conference

Myron Becker

Douglas Finnon

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**ARTICLE 41 - FINAL SETTLEMENT OF DISPUTES WITHOUT WORK STOPPAGE**

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Note: 2022 MOS and Formerly Article 36 LE West and LE East and Article 80 CTY West and CTY East.

The parties have taken significant steps to address the existing backlog of grievances and are committed to these ongoing efforts.

In order to improve the parties ability to respond to changing conditions at CROA&DR and provide greater adaptability in the arbitration process, the parties have agreed to remove the Letter Re: Grievance Reduction Initiative and revise Article 41 as follows. It is understood the following will apply to existing arbitration commitments (i.e. January 2022 CROA, February 2022 Ad Hoc Arbitration, etc.). The parties agree to review the initial handling of cases in December 2022 and, if warranted and subject to the approval of the arbitrator, adjust the number of grievances heard per day to ensure the hearing days are maximized.

41.01 All differences between the parties to this Collective Agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to arbitration as outlined below for final settlement without stoppage of work.

41.02 It is understood and agreed that the filing and hearing of all cases with Canadian Railway Office of Arbitration and Dispute Resolution (CROA&DR) will continue to be subject to the Rules and Procedures as established.

41.03 It is agreed that the parties will allocate three (3) days per month, except in the month of August, to the settlement of disputes, unless otherwise mutually agreed as outlined below:

- Day 1: Mediation (FMCS)
- Day 2: CROA&DR or Ad Hoc Arbitration/Informal Expedited Arbitration
- Day 3: CROA&DR or Ad Hoc Arbitration/Informal Expedited Arbitration

**41.04 Scheduling of Cases**

It is the intention of the parties to have as many disputes heard per day. The suggested minimum number of cases to be heard per day is as follows:

Hearing Type	# Grievances per day
CROA&DR	As determined and scheduled by CROA&DR
Ad Hoc Arbitration	5
Informal Expedited Arbitration	12
Mediation (FMCS)	40

Where the parties agreed to days of blended Ad Hoc Arbitration and Informal Expedited Arbitration, the following will be the maximum number of cases heard per day:

# Ad Hoc Arbitration	# Informal Expedited Arbitration
4	3
3	5
2	7
1	10

Arbitration that arises from a Material Change will follow the provisions of the material change articles of the Collective Agreement and will be above and beyond the monthly allotments.

#### **41.05 General – Ad Hoc Arbitration, Information Expedited Arbitration & Mediation**

- (1) The Union shall submit a single consolidated list of grievances and proposed JSIs to the other party no later than the first day of the month, 3 months prior to the hearing date. The receiving party shall have ten (10) days to review and indicate concurrence for the progression of the files through this process. The parties recognize that there may be occasion for the Company to submit an issue(s) in dispute along with proposed JSI no later than four months prior to the hearing date.
- (2) Where the parties are unable to mutually agree on a grievance file, the grievance shall not proceed through this process, but shall remain on the backlog of grievances filed for resolution at CROA&DR or any other agreed upon process by the parties.
- (3) Where the parties mutually agree, Mediation (FMCS) may be replaced with Ad Hoc Arbitration/Informal Expedited Arbitration subject to sixty (60) days notice.
- (4) For Ad Hoc and Informal Expedited Arbitration, a Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision(s) of the Collective Agreement allegedly violated, shall be jointly submitted to the Arbitrator no later than the first day of the month, 2 months prior to the hearing date. Where the parties are unable to agree on a JSI two months prior, they agree to have the arbitrator try to mediate this process between that time and 30 days prior to the hearing date.

If unsuccessful after that, the grievance shall not proceed through this process, but shall remain on the backlog of grievances filed for resolution at CROA&DR or any other agreed upon process by the parties. The next agreed upon file will be scheduled in its place, subject to mutual agreement on a JSI. No replacements will be made within thirty (30) days of the date of the hearing.

- (5) Representations and arguments at arbitration shall be restricted and limited for each case, to not more than two spokespersons for the Union and two for the Company.
- (6) Witnesses will not be called or permitted to provide testimony during informal expedited or mediation, but affidavits and witness statements may be submitted as evidence.
- (7) It is understood that the inclusion of witnesses at Ad Hoc Arbitration will not extend the time periods outlined in sub-clause 41.07(3); however, the parties recognize that witnesses may require the case be scheduled over two or more slots. For scheduling purposes, either party shall advise the other of their intent to have a witness(es) no later than 8 weeks in advance of the hearing date.
- (8) The Video Conference Arbitration Handling Guidelines dated May 16, 2020 will continue to apply until live hearings can be held, or unless the parties otherwise mutually agree; where

any conflict exists between the Guidelines and the items contained within this Article, this Article will prevail.

#### **41.06 Arbitrators**

- (1) For the term of the contract, the panel of arbitrators shall consist of
  - a. Tom Hodges
  - b. Graham Clarke
  - c. Kevin Burkett
  - d. Chief CROA Arbitrator.
  - e. Mutually agreed upon Arbitrators
- (2) Arbitrators will be utilized on a rotating basis subject to arbitrator availability. The arbitrators will be scheduled a minimum nine months in advance.
- (3) It is understood that if the parties reach consensus on scheduling, they are not restricted from scheduling Ad Hoc Arbitration hearings via Zoom by mutual agreement or in Eastern or Western Canada.
- (4) Each party shall respectively bear any expenses each has incurred in the preparation and presentation of the case to the Arbitrator, but any general or common expenses, including remuneration and expenses of the Arbitrator, shall be divided equally.

#### **41.07 Ad Hoc Arbitration**

- (1) Each General Chairman will submit a grievance for final settlement within this process. The fifth grievance slot will be given to the oldest dismissal grievance.
- (2) Written briefs will be exchanged by the parties and provided to the Arbitrator four (4) business days in advance of the hearing date. Written rebuttals will be exchanged with each other and to the Arbitrator two (2) business days in advance of the hearing date. The submission will be subject to the normal rules of admissibility and discretion of the Arbitrator.
- (3) At the hearing, each party shall be given a total of thirty (30) minutes to present its position and arguments and then an additional fifteen (15) minutes each for rebuttal. It is understood that the parties and Arbitrator are obligated to abide by these strict timelines. The normal burden of proof shall prevail.
- (4) Each decision rendered under this process, shall be final and binding upon the Company, the Union and any implicated employee(s). The Arbitrator shall remain seized for each case presented.

#### **41.08 Informal Expedited Arbitration Process**

- (1) To the extent possible, all grievances, except dismissals or policy type grievances, shall be considered for the Informal Expedited Arbitration Process.
- (2) A maximum one-page summary of the parties' position/presentation and a Book of Documents containing all records or other evidence to be relied upon at the hearing must

be exchanged by the parties and submitted to the arbitrator four (4) business days in advance of the hearing date. The submission will be subject to the normal rules of admissibility and discretion of the Arbitrator.

- (3) At the hearing, the positions of the parties shall be presented orally. Each party shall be given a total of ten (10) minutes to present its position and arguments and then an additional five (5) minutes each for rebuttal.
- (4) The normal burden of proof shall prevail. Awards shall not be precedential or referable for the purposes of any future case(s). Expedited awards shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties. Written reasons for the award shall be identified as being non precedential and provided only to the parties to the grievance and they shall be numbered in sequential order, for administrative ease of identification only.
- (5) The decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable Collective Agreement. The Arbitrator shall, upon request of either party, or if he/she deems fit, issue an immediate award, to be followed up with a more detailed confirmation in writing.
- (6) Where, at any time during the filing or presentation of a case under this process, it appears to the Arbitrator, after consultation with the parties, that the case is not appropriate for proper hearing and disposition under this process, and should be heard through the normal arbitration procedures, he or she may refer the matter back to the parties to be progressed to CROA&DR or Ad Hoc Arbitration.
- (7) Legal counsel will not be permitted to make submissions, attend on behalf of or with either party.
- (8) Each decision rendered under this process, shall be final and binding upon the Company, the Union and any implicated employee(s). The Arbitrator shall remain seized for each case presented.

#### **41.09 Mediation (FMCS)**

- (1) To the extent possible, all grievances, except dismissals, and policy type grievances, shall be considered for Mediation (FMCS).
- (2) It is understood that the role of the mediators is to assist the parties in discussing the files progressed through this process and in reaching mutually agreed upon resolutions where possible.

#### **41.10 Abeyance Code Disputes**

A minimum of three (3) of the existing abeyance code disputes per year will be scheduled for



final settlement with CROA&DR or Ad Hoc Arbitration. New abeyance code disputes, on a first in, first out basis, will be scheduled to be heard at arbitration within one year of being established if all other abeyance codes have been dealt with in this format. Dismissals older than 1 year will take precedent over new abeyance code disputes.

Any dispute held within the abeyance codes that another Arbitrator has jurisdiction will be adjudicated by that Arbitrator above and beyond the agreed upon monthly allocations.

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**ARTICLE 42 - UNION LEAVE**

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Note: From 2022 Kaplan Award and Formerly 2015 Adams' Award.

**DIVISION OFFICERS**

- 42.01 The Division Executive Board Officers are responsible to attend the regular Division Union meetings, and will be allowed to book off for Union Business to attend these meetings and to fulfill their obligations as provided herein;
- 42.02 The Union will supply the AVP Labour Relations with the Division regular meeting schedule, indicating the day of the week and the time of regular Division meetings and a list of Division Officers for each Division.
- 42.03 These meetings are scheduled every month end known in advance. The following lists the Division Executive Board Officers.
- (1) Division President
  - (2) Vice President (book off through authorization of Division President)
  - (3) Secretary Treasurer or alternate(s) (book off through authorization of Division President)
  - (4) Each Local Chairman
  - (5) Vice Local Chairmen (book off through authorization of the relevant Local Chairman and notification to the Company at which time leave must be accepted by the Company)
  - (6) Legislative Representative
- 42.04 In addition, except when called for duty or on duty, the Union's Local Chairmen, and Division Legislative Representative will be able to book off for Union leave upon notifying the Company. Vice Local Chairman will book off through authorization of the relevant Local Chairman and notification to the Company at which time leave must be accepted by the Company. When these Union officers book on again, they will be permitted to book up to 10 hours rest (10 hours plus a 2-hour call). The maximum number of Local Chairman/Vice Local Chairman per local committee off at any one time will be two. In the event circumstances necessitate the requirement for additional Vice Local Chairmen to be off on Union business such leave will not be unreasonably withheld by the Company.
- 42.05 Division Officers not mentioned above will be able to book off for Union leave to fulfill their obligations upon authorization of the Division President, with no less than seven (7) days' notice, but in extenuating circumstances such as Special Union Meetings upon no less than

48 hours' notice to the Company. It is understood that such leave will not be unreasonably withheld.

### **REGIONAL OFFICERS**

42.06 The elected Executive Officers of Provincial Legislative Boards (PLB) or General Committees of Adjustment (GCA), If not full time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance, with sufficient detail as to the filling of vacancy requirements. Absences due to extenuating circumstances will be communicated to the Company as soon as possible. The Union will supply the Company with a list of these Regional Executive Officers.

### **NATIONAL OFFICERS**

42.07 The elected National Officers, If not full time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance of such leave. The Union will supply the Company with a list of these National Executive Officers.

### **IN ADDITION TO COLLECTIVE AGREEMENT**

42.08 The foregoing leaves are in addition to any leaves that may additionally be provided for in the relevant Collective Agreements.

### **PENSIONABLE SERVICE**

42.09 It is agreed and understood that all absences for Union leave are considered as pensionable service with earnings reconstructed consistent with the CP Pension Plan Rules.

### **HEALTH CARE BENEFITS**

42.10 Health Care Benefits will continue uninterrupted to these officers through their period of leaves, and should it become necessary to reconcile the cost for the periods of absence, it will be done annually. This is understood to be when the officer is absent from the Company payroll for one complete calendar month, the cost of benefits for that month will be at the same monthly rate as the full time Union officers.

### **ANNUAL VACATION**

42.11 All Local Chairmen can elect to schedule their annual vacation by way of separate list and allotment over the flat line number. The maximum number on Vacation within this separate list is two for any one week. All officers utilizing this separate list will schedule their annual vacation onto the list; with the understanding they may change their scheduled vacation upon notice prior to the deadline for the relevant weekly crew change protocol.

### **HOLDING TURNS**

42.12 Division President, Secretary Treasurer, Local Chairmen and Legislative Representative whose attendance is required at Division Meetings may hold their turns in order to ensure attendance at these meetings, or for Local Chairmen (or designate Vice LC) to fulfill their

additional responsibilities. When these Union officers activate their turns again they will be permitted to book up to 10 hours rest (10 hours plus a 2-hour call).

## **ADMINISTRATION**

- 42.13 This Agreement has no Impact on the right of full time Union officers to be on Union leave for the duration of their term.
- 42.14 The Parties agree that communication with the Crew Management Centre (CMC) as to the anticipated length of any leave greatly enhances their ability to plan for and manage crewing relief, and every reasonable effort should be made by Union Officers to provide CMC with known dates or times of anticipated leaves and return from Union leave.
- 42.15 Any concerns or Issues with respect to the Interpretation or application of this Agreement shall be raised with the respective General Chairman and the Director of Labour Relations, and if such matters remain unresolved, it be elevated to the TCRC National President (or designate), and to the AVP Labour Relations, or designate.
- 42.16 Employees on Union Leave for more than 100 days in a calendar year will be placed on full time Union Leave. Employees on full-time union leave status will not be permitted to return to active service before providing a minimum of 35 calendar days' notice. In the application of this paragraph, the following will apply:
- a) Employees falling under Article 42.06 and 42.07 are excluded from this clause (regional and national officers).
  - b) Union representatives attending investigations, as well as company-initiated meetings, will not have this time calculated in the determination of Union Leave.

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## **ARTICLE 43 - UNION SECURITY**

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Note: Formerly Article 21 LE West and LE East, Article 74 CTY West and CTY East and 2012 Kaplan Award.

### **43.01 UNION SECURITY**

- (1) Employees holding permanent, Company supervisory positions on or before July 14, 1995, who also hold seniority rights in any craft represented by the Union will continue to accumulate bargaining unit(s) seniority to July 14, 1996, after which time their seniority will no longer accrue.
- (2) Any employee appointed to a Company supervisory position on or subsequent to July 14, 1995, who also holds seniority rights in any craft represented by the Union will become frozen immediately.
- (3) For the purposes of this Article, the following positions are deemed not to be supervisory

positions:

- Positions of Referral Agent with the Employee and Family Assistance Program.
  - Any other such position that may be mutually agreed upon, from time to time, by the parties to this collective agreement.
- (4) After an individual appointed to a Company supervisory position under the provisions of sub-clauses 43.01 (1) or (2) above is no longer accruing seniority pursuant to the provisions of this Article, their name will be immediately removed from the seniority list(s), and placed in a separate column on such list and shown as "Seniority Frozen on." followed by the date on which the individuals seniority has been frozen.
- (5) An individual whose seniority has been thus frozen pursuant to this Article, who chooses to return to their former position in the bargaining unit, will, on the day they return to the bargaining unit, have their name placed back on the seniority list(s) in the position, relative to the amount of seniority they accumulated up to the point of having their seniority frozen. They will be notified, in writing, of what their new seniority number is and where they stand on the seniority list(s) relative to other individuals on such list(s), the date of their return to the bargaining unit as well as the date of their entry into service and the date their seniority was frozen, copies of which will be provided to the Union and posted in bulletin books over the entire seniority district(s). They will immediately begin to accrue seniority from the date of their return to the bargaining unit and continue to do so in accordance with existing seniority rules.

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**ARTICLE 44 - UNION DUES**

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Note: Union Dues Agreement and Article 81 CTY West and East.

- 44.01 Deduction of Dues - The Company shall deduct on the payroll for the pay period which contains the 1st day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of each Division and Local Committee of Adjustment of the T.C.R.C., subject to the conditions and exceptions set forth hereunder.
- 44.02 The amount to be deducted will be equivalent to the uniform regular dues payment of each Division and Local Committee of Adjustment of the T.C.R.C. and will not include initiation fees or special assessments. The amount to be deducted will not be changed during the term of the Collective Agreement excepting to conform with a change in the amount of regular dues of any Division and Local Committee of Adjustment of the T.C.R.C. in accordance with its constitutional provisions. The provisions of this Agreement will be applicable to the Union on receipt by the Company of notice in writing from such organization of each Division and Local Committee of Adjustment of the T.C.R.C., the names of employees under the jurisdiction of each Division and Local Committee of Adjustment of the T.C.R.C. and the amount of regular monthly dues of each Division. The General Chairman shall give such notice to the Manager, Labour Relations.

- 44.03 Membership in the Teamster Canada Rail Conference will be available to any employee eligible under the constitution of said organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Division and Local Committee of Adjustment of the T.C.R.C. concerned. Membership will not be denied for reasons of race, national origin, colour or religion.
- 44.04 Deductions for a newly hired employee or an employee transferring from the jurisdiction of one Division on to another shall commence on the payroll for the first pay period that contains the 1st day of the month following notification. In respect of a newly hired employee, it shall be the responsibility of the Division Superintendent to submit the required notice and commence deductions. In respect of an employee transferring from the jurisdiction of one Division to another it shall be the responsibility of the Teamsters Canada Rail Conference to notify the Division Superintendent of the name of each employee who transfers together with the Division under whose jurisdiction they then fall.
- 44.05 If the wages of an employee payable on the payroll for the period that includes the 1st day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The company will not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 44.06 Not more than one payment of dues shall be made by any employee in any month. Employees filling positions coming within the scope of more than one collective agreement in a month, shall pay union dues to the union holding the agreement under which the employee was regularly assigned as at 0001 on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another Union in accordance with the foregoing, application to the Company for refund of dues deducted under this Agreement shall be made by such employee.
- 44.07 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
- 44.08 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals and the Division and Local Committee of Adjustment of the T.C.R.C. under whose jurisdiction they fall will be remitted by the Company to the Officer or Officers of the Organization, as may be mutually agreed by the Company and the organization, not later than 40 calendar days following the pay period in which the deductions are made.
- 44.09 The Company will 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 Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the organization, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this

Agreement will terminate at the time it remits the amounts payable to the designated Officer or Officers of the organization.

- 44.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Agreement, both parties will co-operate fully in the defense of such action. Each party will bear its own cost of such defense except that if at the request of the organization counsel fees are incurred these will be borne by the organization. Save as aforesaid the organization will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.

This Clause shall remain in effect until revised, superseded or terminated subject to six months' notice by either of the parties to this Collective Agreement on the other.

April 27, 2000 (LE) & August 31, 2000 (CTY) – Letter Re: Union Dues – Archived

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**ARTICLE 45 - PRINTING & TRANSLATION OF COLLECTIVE AGREEMENT**

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Note: Formerly Article 37 LE West and LE East, Article 82 CTY West and CTY East and the Adams Award

- 45.01 The Company will provide the TCRC with electronic and paper copies of a draft agreement(s) in both official languages within 45 days of signing the Memorandum of Agreement. The TCRC will proof read and respond with changes within 30 days of receipt. Once the response is received, the parties will meet within 30 days to finalize the changes. Within 15 days of finalizing the changes, the agreement will be sent for printing. The printing of the agreement(s) will be the responsibility of the Company and it will absorb the cost of such printing.

If there is a discrepancy concerning the difference in meaning between the French and English texts contained in the language, the English text will prevail.

- 45.02 The Company, where necessary, will undertake to translate this Collective Agreement into French.

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**ARTICLE 46 - DURATION OF AGREEMENT**

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Note: 2022 MOS and formerly 2018 MOS Article 40 LE West and LE East and Article 83 CTY West & East.

- 46.01 The Collective Agreement will expire on December 31, 2023. After that date, the Collective Agreement will continue to apply until one of the parties exercises its right to strike or lockout, as applicable, and this agreement shall remain in force during the period of negotiations. In accordance with the *Canada Labour Code*, S. 49(1), this Agreement will be subject to four months written notice preceding the date of expiration of the term, from either party to the Agreement, of its desire to revise, amend or terminate it.

# LOCOMOTIVE ENGINEER PROVISIONS

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## ARTICLE 47 - ROAD SERVICE (WEST APPLICATION)

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Note: Formerly Articles 2 and 3 LE West.

Refer to Letter Section for [Letter Re: Initial Time when transported to Away-From-Home-Terminal](#)

47.01 Articles formerly 2.01 LE West (1) & (2) Archived

47.02 Engineer will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS) as provided in Articles 6 and 7 and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided in Article 6. In the event a Locomotive Engineer books rest on a straightaway trip en route to an away from home terminal and such Locomotive Engineer is replaced by a relief Locomotive Engineer, the Company may change the call to turnaround service in order to comply with Article 14 and/or regulatory requirements. Additionally, where no notice to book rest en route has been provided, the Company may change the call to turnaround service in order to comply with Article 18. When a call is changed in the application of this clause the Locomotive Engineer will be considered released from duty at the location at which rest was taken, or is turned, and will be paid as a straightaway trip to that location. The Company will provide or arrange transportation for the Locomotive Engineer back to the home terminal either when replaced, rest expires, or is turned and they will be paid in accordance with Article 6.

Except as provided in Articles 6 and 7, Locomotive Engineer will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Engineers in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Engineers may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Locomotive Engineer shall run in and out of such away terminal on a continuous time basis.

Except as provided in Articles 6 and 7, an Engineer in unassigned service called for a straightaway trip and released from duty at the objective terminal of that trip will not be run-around by an unassigned engineer called for turnaround service or TCS over the same route.

47.03 Road Engineer in short run passenger and freight service making less than 100 miles will be paid for 100 miles, but will be liable for further service to the extent of 8 consecutive hours at the rate of one hour for each 12-1/2 miles, 12-1/2 miles to count as one hour's service.

47.04 In short turnaround service between terminals and turnaround points, miles and junction switching combined, or hours, whichever is the greater, will be paid on each leg of the run; all time from arrival at turnaround point to departure and all time at final terminals, from the time of making the first stop, until 15 minutes after the engine is placed on shop track will be paid on the minute basis. A minimum of 100 miles will be allowed.

All time at terminals before commencement of trip will be paid, in addition to the guaranteed mileage.

An Engineer will not be used out of initial point after completing a day of 100 miles or after having been on duty eight hours computed from the time of departure from the outer main track switch or designated point on the initial trip, except as a new day.

Regular Engineer on short run, the starting point of which is away from main terminal, who wishes to lay off, will be relieved at main terminal, and paid actual mileage or hours, from starting point to time of relief at such main terminal. Spare Engineer used to relieve such assigned Engineer will be considered as having started a new day when required to report for duty. When regular Engineer returns to work after being relieved as above, they will take their run at the point where relieved and will be paid actual mileage, or hours, to initial point of the run. This is not to apply where Engineer is released at main terminal.

**Note:** Portions of clause 47.04 relating to passenger service have been archived.

47.05 Road Engineer required to perform a combination of more than one class of road service during the same trip will be paid at the rate and according to the rules governing each class of service for the time or miles engaged in each, but will be paid for the entire trip not less than a minimum day, at the highest rate applying for any class of service performed during the trip.

47.06 On territories on which the Company has not implemented Conductor-Only train operations and in yard or passenger service on territories on which Conductor-Only train operations have been implemented, where a different number of diesel units are used during a trip or a day's work, the rate applicable to the highest number of units used by an engineer at any one time shall be paid for the entire day or trip.

LE WEST - Assigned Pusher Service – Formerly Articles 2.07 To 2.15 Archived (Formerly G To O)

## **ROAD SWITCHING**

47.07 Road Engineer will be paid for switching at terminals, junctions and turnaround points at the rate for engine and class of service, except on specified runs and as otherwise provided for, time to count from time ordered for until commencement of trip.

47.08 Switching to be paid for at junctions and turnaround points from time of arrival of locomotive at until departure of locomotive from the outer main track switch or designated point.

At stations where the actual junction point is within 2 miles of the outer switches, payment for junction switching will be allowed.



47.09 Wayfreights will not be paid time or switching at turnaround points except when turning in accordance with short run regulations.

Formerly Articles 2.19 And 2.20 Archived (formerly s and t)

### **DESIGNATED TURNAROUND POINTS**

47.10 Except as provided in Clause 47.09, when switching is performed at designated turnaround points, the provisions of Clause 47.08 of this Article will apply. The establishment or discontinuance of a designated turnaround point shall be based on the amount of turnaround service and switching resulting there from by through freight trains at such points, and will be subject to negotiation between the General Manager and the General Chairman. In the event that agreement cannot be reached on the discontinuance or establishment of a designated turnaround point, either party may, by so advising the other in writing, refer the dispute to the Canadian Railway Office of Arbitration and Dispute Resolution for determination.

47.11 If picking up or setting out a diesel unit(s) or Robot Car is the only service performed, this will not be regarded as switching in the application of Clauses 47.07, 47.08 and 47.09. The terms unit(s) and Robot Car mean a unit(s) or Robot Car that were operated or are to be operated by the Engineer on the run on which this service is performed.

47.12 A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) en route locations during a single tour of duty. When required to perform switching en route, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three en route locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations unless the fourth and fifth location is covered by Clauses 47.07, 47.08 and 47.10. The Company is prohibited from requesting a Conductor Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an en route location in the application of this paragraph. All time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

There is no prohibition as to the nature or amount of switching which may be performed by a train on which no Brakeperson is employed at these en route locations except that at en route locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, a train on which no Brakeperson is employed will not be required to perform work other than to pick-up and/or set-off a car or block of cars.

**Note:** When the application of this provision results in a Road switcher or Way freight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits (as specified in Article 67 of the Conductor's Provisions) pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

## **MOUNTAIN PUSHER PAYMENT**

- 47.13 Engineers operating trains on the Mountain Subdivision which during their tour of duty are assisted by manned pusher locomotives regardless of their location on the train will be paid 45 minutes at the rate applicable for the trip in addition to all other earnings.
- 47.14 Engineers operating trains requiring to have pusher engines cut into their train at Rogers, will be paid an arbitrary of 30 minutes as payment for time at Rogers and a further 30 minutes for time at Stoney Creek for the cutting out of pusher engines. In the event pusher engines are cut out of the train at Glacier or Albert Canyon, rather than at Stoney Creek, the arbitrary will be paid for time at either point, whichever applies. Engine crews of the pusher engines will perform the necessary work of coupling and uncoupling of trains to cut pusher engines in and out at the above locations.

## **PREPARATORY, INITIAL & FINAL TIME**

Note: Formerly Article 3 LE West.

### **47.15 FREIGHT, WAY FREIGHT, MIXED, UNASSIGNED PUSHER AND UNASSIGNED SNOW SERVICE**

Refer to Letter Section for [Letter Re: Initial Time when transported to Away-From-Home-Terminal](#).

- (1) Engineer will be paid initial terminal time, including switching, on a minute basis at pro rata rate from time ordered for until departure of locomotive from outer main track switch or designated point at the initial terminal.

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time.

The set-off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units, or the marshalling of a train due to the discovery of a marshalling violation, robotizing and conventionalizing should not be considered switching in the application of this paragraph. The handling of an SBU with respect to their own train shall not be considered switching in the application of this paragraph.

- (2) Road miles will be the distance from the outer main track switch or designated point at the initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops, and will end when payment for final terminal time begins.
- (3) Shop Track - Engineer will be paid final terminal time, including switching, on minute basis at pro rata rates from time the locomotive reaches the outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from the time engine reached that point; time shall continue until 15 minutes after engine is placed on designated shop track or is turned over to hostler, inspector or another Engineer. Final terminal time shall be included in making up short day.

Where yard engines are on duty, Engineers, after arrival at final terminal, may be required to set cars off their train at one yard location within the terminal en route to the destination yard and will yard their train in the designated track in that yard. In the event a double is required to yard the train, the appropriate cut of cars, not just the overflow, will be doubled over provided this will not increase the number of moves necessary to make a double. When a train is yarded on mainline tracks and is clear at head end and tail end in order to allow access and switching requirements it will be considered yarded. Such Engineers will be considered released from duty in accordance with applicable rules after yarding their train except that they may be required to perform switching in connection with their own train to place cars containing perishables or stock for servicing or unloading or to set off rush or bad order cars as directed for future movement. Should they be required to perform other work when yard engines are on duty they will be paid a minimum of 100 miles at yard rates for such service. When no yard engine is on duty, road Engineers will do necessary yard switching subject to release from duty in accordance with applicable rules.

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the final terminal, except doubling to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered switching in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime.

**Note:** The term "other work" as used in sub-clause 47.15 (3) second paragraph, does not include putting cabooses away by Engineers at Thunder Bay, which service shall be paid for as final terminal time. The extension of this arrangement to other locations may be made by mutual agreement between the parties signatory to this Collective Agreement. Cars containing perishables or stock, rush cars or bad order cars, may be set off within a terminal en route to the destination yard regardless of whether other cars will be or have been set off in that terminal without invoking the penalty provisions of this clause.

Run-Through Engineer who operates freight engine running through terminal where Engineer regularly changes off will be paid for all time required to be on duty at change-off point on the minute basis, with a minimum payment of 15 minutes.

## **DESIGNATED POINTS**

47.16 The understanding regarding designated points where initial terminal time stops and road time begins, and vice-versa, is that the outer main track switch will govern unless other more suitable points are mutually agreed upon between the Company and the General Chairman.

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## **ARTICLE 48 - ROAD SERVICE (EAST APPLICATION)**

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Note: Formerly Article 3 LE East.

### **48.01 APPLICATION OF FREIGHT RATES**

Freight rates and conditions will apply in through and irregular freight, pusher, roustabout, belt line, light running, circus trains and all other unclassified service.

### **48.02 INITIAL TERMINAL**

Refer to Letter Section for [Letter Re: Initial Time when transported to Away-From-Home-Terminal](#).

Engineer will be paid initial terminal time, including switching on minute basis at pro rata rate from time ordered for until departure of locomotive from other main track switch or designated point at the initial terminal.

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation, robotizing and conventionalizing should not be considered switching in the application of this paragraph. The handling of an SBU with respect to their own train shall not be considered switching in the application of this paragraph.

### **48.03 ROAD MILES AND ROAD TIME**

(1) Road miles will be the distance from the outer main track switch or designated point at initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops and will end when payment for final terminal time begins.

(2) 100 miles or less, 8 hours or less (straightaway or turnaround) shall constitute a minimum day's work. Miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine used.

Engineer making less than 100 miles will be liable for further service to the extent of 8 consecutive hours, at the rate of one hour for each 12-1/2 miles (12-1/2 miles to count as one hour's service) except in cases of Engineer coming in from snow plow service at points where he can be relieved, and as otherwise provided in Clause 48.04.

- (3) On runs of 100 miles or less overtime will begin 8 hours after road time started. On runs over 100 miles overtime will begin when the road time exceeds the road miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate according to class of engine used.
- 48.04 Engineer will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS) as provided in Articles 6 and 7 and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided in Articles 6 and 7. In the event a Locomotive Engineer books rest on a straightaway trip en route to an away-from-home terminal and is replaced by a relief Locomotive Engineer, the Company may, at its option, change the call to turnaround service. When a call is changed in these circumstances, the Locomotive Engineer will be considered released from duty at the location at which they took rest and paid as a straightaway trip to that location. The Company will provide or arrange for transportation for the Locomotive Engineer back to the home terminal either when replaced or after rest expires and they will be paid in accordance with Articles 6 and 7.
- 48.05 Except as provided in Articles 6 and 7, Locomotive Engineer will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Engineers in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Engineers may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Locomotive Engineer shall run in and out of such away terminal on a continuous time basis.
- 48.06 Except as provided in Articles 6 and 7, an Engineer in unassigned service called for a straightaway trip and released from duty at the objective terminal of that trip will not be runaround by an unassigned Engineer called for turnaround service or TCS over the same route.
- 48.07 Engineer in unassigned service may be called to make more than one short trip or turnaround out of the same terminal and paid actual miles, with a minimum of 100 miles for a day provided (1) that the road miles of all trips do not exceed 120 miles, (2) that the road miles from the terminal to the turning point do not exceed 30 miles, and (3) that Engineer shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 hours, computed from the time they left main track switch or designated point on their initial trip, except as a new day subject to the first-in first-out rule or practice.

48.08 A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) enroute locations during a single tour of duty. When required to perform switching enroute, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three enroute locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations. The Company is prohibited from requesting a Conductor-Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an en route location in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

There is no prohibition as to the nature or amount of switching which may be performed by a train on which no Brakeperson is employed at these enroute locations except that at en route locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, a train on which no Brakeperson is employed will not be required to perform work other than to pick-up and/or set-off a car or a block of cars.

**Note:** When the application of this provision results in a Roadswitcher or Wayfreight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

#### 48.09 FINAL TERMINAL

- (1) Engineer will be paid final terminal time, including switching, on the minute basis from the time the locomotive reaches the outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from the time locomotive reaches that point; time shall continue until locomotive is placed on designated shop track or is turned over to a Hostler, Inspector or another Engineer.
- (2) When the Engineer is on overtime on arrival at final terminal, final terminal time will be paid at 3/16 of the daily rate.
- (3) When Engineer is not on overtime on arrival at final terminal, the time when overtime rate commences will be calculated as follows; the day will begin when payment for initial terminal time stops, and the period of time that must elapse before the overtime rate commences will be determined by dividing the mileage between outer main track switch or designated point at initial terminal and outer main track switch or designated point at final terminal by 12-1/2 with a minimum of 8 hours. Final terminal time up to the time that overtime rates commence shall be paid for at pro rata rate and thereafter at 3/16 of the daily rate. Final terminal time shall be included in making up a short day.

- (4) A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the final terminal, except doubling to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered switching in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime.

Where yard engines are on duty, Engineers, after arrival at final terminal, may be required to set cars off their train at one yard location within the terminal en route to the destination yard and will yard their train in the designated track in that yard. In the event a double is required to yard the train, the appropriate cut of cars, not just the overflow, will be doubled over provided this will not increase the number of moves necessary to make a double.

When a train is yarded on mainline tracks and is clear at head end and tail end in order to allow access and switching requirements it will be considered yarded. Such Engineers will be considered released from duty in accordance with applicable rules after yarding their train except that they may be required to perform switching in connection with their own train to place cars containing perishables or stock for servicing or unloading or to set off rush or bad order cars as directed for future movement. Should they be required to perform other work when yard engines are on duty they will be paid a minimum of 100 miles at yard rates for such service.

**Note:** The term "other work" as used in sub-clause 48.09 (4), third paragraph above does not include putting cabooses away by Engineers at Thunder Bay which service shall be paid for as final terminal time. The extension of this arrangement to other locations may be made by mutual agreement between the parties signatory to this Collective Agreement.

Where no yard engine is on duty, road Engineers will do necessary yard switching subject to release from duty in accordance with applicable rules.

#### 48.10 **RUN THROUGH ENGINE**

Engineer who is relieved at a change-off point where the engine runs through will be paid on the minute basis at pro rata rates for all time held on duty after arrival at change-off point with a minimum of 15 minutes. This time shall be included in making up a short day.

#### 48.11 **FINAL INSPECTION**

Engineer will be allowed 15 minutes after arrival on shop track for inspection, at pro rata rates, and this time shall be included in making up a short day.

## 48.12 DESIGNATED POINTS

The understanding regarding designated points where initial terminal time stops and road time begins, and vice versa, is that the outer main track switch will govern unless other more suitable points are mutually agreed upon between the Company and the General Chairman. The following are the designated points agreed upon:

<b>Montreal North</b> Jacques Cartier Junction	Mile 8.9 Park Avenue Subdivision
<b>Montreal South</b> Adirondack Junction	Mile 40.1 Adirondack Subdivision
<b>Montreal West</b> Grovehill	Mile 3.2 Winchester Subdivision (Westward crossover switch)
<b>Quebec</b>	Mile 152.9 Quebec Subdivision
<b>Toronto East</b>	Mile 195.2 Belleville Subdivision Mile 178.9 Havelock Subdivision
<b>Toronto West</b> Obico (West Wye Switch)	Mile 10.0 Galt Subdivision
<b>Toronto North</b> Weston Road	Mile 0.2 Mactier Subdivision
<b>Toronto South</b> Canpa	Mile 2.6 Canpa Subdivision
<b>Thunder Bay East</b> Current River	Mile 126.5 Nipigon Subdivision
<b>Windsor</b> Lakeshore Tower	Mile 109.77 Windsor Subdivision

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## ARTICLE 49 - YARD SERVICE

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Note: From 2018 MOS, 2007 MOS and Article 4 LE West and East.

49.01 Engineer operating engine in what has been designated as yard transfer service will work and be paid under yard rates and conditions.

49.02 All yard employees will have the right to book rest after 10 hours service.

### 49.03 FIVE DAY WORK WEEK

(1) A workweek consisting of five consecutive days of eight hours each is established with two days off in each seven except as hereinafter provided. The work weeks will be established in accordance with the Company's operational requirements.

(2) The term "work week" for regularly assigned yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.



(3) All regular or regular relief assignments for yard service Engineers shall be for 5 consecutive days per work week of not less than 8 consecutive hours per day, except as otherwise provided in this Article.

49.04 (1) When service is required by the Company on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra assignments when not protected in the foregoing manner.

(2) A regular assignment in yard service will have a fixed starting time; the starting times of regular assignments will not be changed without at least 48 hours' advance notice. Regular relief assignments may on different days have different starting times, providing such starting times are those of the Engineer relieved, and may have different points for going on and off duty which shall be the same as those of the Engineer relieved.

(3) Where deemed practicable, implementation of ten hour yard assignments on a 4 + 3 schedule, will be by local agreement and approved by the District General Manager and General Chairman(men). When implemented, arrangements may be made for flexible start times and the rates of pay for such assignment will be increased by \$ 0.50 per hour.

#### 49.05 **NON-CONSECUTIVE DAYS OFF**

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

49.06 **BASIC DAY** - Eight hours or less shall constitute a day's work.

#### 49.07 **OVERTIME**

(1) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through 2 shifts to change off, or where exercising seniority rights from one assignment to another, or when extra Engineer is required by this agreement to be used, all time worked in excess of 8 hours' continuous service in a 24-hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate, according to class of engine.

**Note:** When Engineer is required to remain on duty in excess of 8 hours in continuous service they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24-hour period they will not be paid under the overtime rule but will start a new day.

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

1. Where days off are being accumulated under Clause 49.05 of this Article;
2. When changing off where it is the practice to work alternately days and nights for certain periods;
3. When working through two shifts to change off;
4. Where exercising seniority rights from one assignment to another.
5. Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service Locomotive Engineer for other service performed or started during the course of their regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in sub-clause 49.07(2).

- (3) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in sub-clause (2) of this Clause 49.07 be utilized in computing the five straight time eight-hour shifts referred to in such sub-clause (2) of this Clause 49.07, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

49.08 Where regular assignments are working in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0800.

49.09 The starting time of yard assignments other than those specified in the preceding clause including extras, shall be in accordance with the requirements of the service.

49.10 The time for fixing the beginning of assignments or meal hour periods to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

49.11 **GUARANTEE**

- (1) Regularly assigned Locomotive Engineers in yard service on regular assignments will be paid not less than five days in any one work week exclusive of overtime and arbitrary and special payments. In any one work week in which one or more General Holidays occur, the work week guarantee shall be reduced by the number of General Holidays accruing in the work week. Extra yard service may be used to make up the guarantee.
- (2) Locomotive Engineers in regularly assigned yard service laying off of their own accord or where the regular assignment is on only for a part of the work week will receive their full proportion of the work week guarantee.

- (3) Locomotive Engineers regularly assigned to five-day per week assignments will be required, in order to qualify for the guarantee specified in sub-clause (1) of this Clause 49.11 on days when their regular assignment is not worked (excluding General Holidays) to man a yard vacancy or extra yard engine commencing during the hours of their cancelled shift, ahead of spare Locomotive Engineers.

When more than one regular assignment is not worked on any one working day (excluding General Holidays), the regularly assigned Locomotive Engineers affected thereby shall be called in the reverse order of seniority in order to comply with the provisions of this sub-clause 49.11(3).

- (4) Locomotive Engineers who fail to respond to calls under the provisions of sub-clause 49.11 (3) above will be considered as laying off of their own accord and the provisions of sub-clause (2) of this Clause 49.11 will apply to them.
- (5) Except as provided in sub-clause (6) of this Clause 49.11 regularly assigned Locomotive Engineers will be permitted to work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare Locomotive Engineers available subject to the following conditions:
1. Assigned yard Locomotive Engineers desiring such work will make application in writing to work a sixth shift in the work week.
  2. A Locomotive Engineer so available will be called either in the order of seniority or first-in first-out as arranged by agreement between the Local Chairman of the Union and the designated Company Officer when such call will not interfere with him filling his regular assignment.
  3. A Locomotive Engineer who has indicated that he is available for such work will accept all calls until he cancels his application in writing.
  4. Locomotive Engineers who fail to respond to calls will not again be called until they have indicated in writing that they are again available.
- (6) Notwithstanding the provisions of sub-clause (5) of this Clause 49.11 above a regularly assigned yard Locomotive Engineer who has missed a shift during his work week and who is not entitled to the guarantee specified in sub-clause (1) of this Clause 49.11 will be called ahead of Locomotive Engineers who have made application for extra work under the provisions of sub-clause (5) of this clause 49.11 above provided such call will not interfere with him filling his regular assignment.
- (7) Regularly assigned Engineer who may be cancelled after reporting for duty at the regular starting time of the assignment will be paid a minimum day at minimum yard rate for same, but will be liable for further yard service to the extent of 8 consecutive hours. Except in unavoidable circumstances, regularly assigned Engineer who is to be cancelled before reporting for duty will receive at least 8 hours' advance notice. When an assignment is to be cancelled for a General Holiday or for a reduction in the number of assignments the regularly assigned Engineer will receive at least 16 hours' advance notice.

- 49.12 Engineers shall have a designated point for commencing and terminating each shift, which shall be the same point unless otherwise mutually agreed. The practice of Engineers changing off at shop tracks and other points as now in effect will continue unless more convenient points are mutually agreed upon between the Company and the representatives of the Engineers. The points for going on and off duty will be governed by local conditions. In certain localities instructions will provide that Engineers will report at the hump, others at the yard office, and others at the roundhouse or ready tracks. It is not considered that the place to report will be confined to any definite number of feet but rather a definite and recognized location.
- 49.13 Yard engines will be manned by junior Engineers unless senior Engineers apply.
- 49.14 Where regularly assigned to perform service within switching limits, yard Engineer shall not be used in road service when road Engineer is available except in case of emergency, or as provided in Clause 49.15. When yard Engineer is used in road service in excess of the miles outlined in Paragraph one of Clause 49.15 under emergency conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour for the class of service performed, in addition to the regular yard pay and without any deduction there from for the time consumed in said service.

The necessity of changing or re-establishing recognized switching limits, in order to render switching service required because of extension of industrial activities and territorial extension of facilities must be recognized. The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiation between the proper officer of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

This Clause is not intended to prevent the Company from using yard Engineers to switch industrial tracks within reasonable distance of existing terminal switching limits at yard rates and conditions, such time to be included in the regular yard pay.

- 49.15 In order to provide timely transportation service, yard crews may be used within a distance of 15 miles outside the established switching limits, to a maximum of 20 miles where the first siding extends to within 20 miles.

Yard crews used outside of established switching limits in such circumstances during their tour of duty shall be compensated on a continuous time basis at yard rates and conditions.

The application of this Clause shall in no way have the effect of abolishing road switcher assignments.

Yard crews may be used in excess of the miles outlined in Paragraph one only in accordance with the provisions of Clause 49.14, second paragraph.

- 49.16 Yard Engineer will be allowed 20 minutes for lunch between 4 and 5 hours after starting work without deduction in pay. Yard Engineer will not be required to work longer than 5 hours without being allowed 20 minutes for lunch, and with no deduction in pay or time therefore.

49.17 Yard employees will be entitled to a second lunch break between the ninth and tenth hour on duty. There will be no deduction in pay or time therefore.

**49.18 LUNCH ROOMS**

There is no intention to reduce existing facilities and amenities where they currently exceed these standards.

(1) Yard employee lunch rooms will be provided at all locations where yard crews are regularly assigned. Such facilities may be CPR owned, or be customer facilities, or other suitable facilities arranged with another third party. In all cases, these lunch rooms will be equipped with a refrigerator, a microwave oven, soap, towels and potable water. Lunch rooms will be kept in a clean and sanitary condition.

(2) Job briefings will not be conducted in the lunch room at times when other crews are taking their lunch break. At locations where multiple yard and or road crews report for duty at the same time a crew is on lunch a separate area will be designated for job briefings and other job related activities.

49.19 Senior Engineers shall have the preference of day work and the preference of assignment.

**WEST APPLICATION**

49.20 Yard day will commence at time ordered for and will end when engine is placed on shop track or turned over to hostler or inspector, or when Engineer is released at regular changing off point. Time ordered for will be the time required to leave shop track or to commence work as a unit with the yard crew at regular changing off point.

49.21 Engineer will appear on duty 10 minutes before time ordered for and will sign appearance book. This time will be an arbitrary allowance and paid for at pro rata rate per hour.

Engineer will receive allowance of 10 minutes as inspection time at end of day. Inspection time will begin when yard day ends. This time will be an arbitrary allowance and paid for at pro rata rate per hour and is not to be included in making up a short day.

49.22 Engineer in yard service will give at least two hours' notice of his desire to book rest.

49.23 Engineer will be used for all work outside of roundhouse and shop switching, within shop limits, which extend to shop track switch.

49.24 In case of illness to himself or family, substantiated by proper medical certificate, if necessary, an Engineer in road service, upon request approved by the designated Company Officer and the Local Chairman, shall be permitted to exercise seniority in yard service between changes of timetable. Such request shall be for a stated period of time but may be extended subject to approval.

## **EAST APPLICATION**

49.25 Engineer will appear on duty 10 minutes before time required to leave shop track or commence work as a unit with the yard crew and will sign appearance book. This 10 minutes will be an arbitrary allowance and paid for at pro rata rate per hour.

Engineer will receive allowance of 10 minutes as inspection time at end of day. Inspection time will begin when the engine is placed on the shop track or when the Engineer is released at the regular change off point. This 10 minutes time will be an arbitrary allowance and paid for at pro rata rate per hour.

49.26 Senior Engineers shall have the preference of assignment in yard and also to day and night service.

49.27 Engineer in yard service will give at least 2 hours' notice of his desire to book rest. In no case, if rest is booked, shall it be for a period of less than 5 hours.

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## **ARTICLE 50 - SPECIAL SERVICE**

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Note: Formerly clause 5.04 LE West and East.

50.01 Engineer who is in regularly assigned service or set up in pool service and is held for special service will be compensated to the extent of wages which they would have earned except for their absence as a result of such call.

50.02 Engineer who is on spare board while held for special service, if time lost, 8 hours to be allowed per day of 24 hours at minimum passenger rates.

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## **ARTICLE 51 - WAY FREIGHT SERVICE**

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Note: Formerly Article 7 LE West and East.

### **WEST APPLICATION**

51.01 Engineer on regularly assigned way freight or switch train may run around Engineers at terminals to catch assigned run.

51.02 Archived (formerly (b))

51.03 Freight or mixed train Engineer making more than 5 stops to take on or set out a car or cars, or who makes more than 10 switches en route or a combination of 7 movements of such service, will be paid way freight rates for the trip.

**Note:** Points enumerated in former clause 2.15 (archived), where time is paid arbitrarily, will not be considered points where this Clause will be applicable.

**Example:** An Engineer leaves A with a car or cars in his train for B and holds orders to take on a car at C, D and E. The car or cars to be set off at B are at the head end of the train and have only to be placed in the siding, no switching being necessary. The stop at B would count as 1 movement in the combination. At C 2 cars are to be taken on and they are the fifth and seventh on the siding, consequently 2 switches to make. In this case, the switches would count, but not the stop. At D the same movement is made giving 2 more switches. At E 1 car is taken on, for which one switch is made. We would now have 6 movements, viz: 1 stop at B, 2 switches at C, 2 at D, and 1 at E, which would not entitle the Engineer to way freight rates, but if he had a car to set out at F (no switching necessary) we would then have a total of 7 movements in the combination, and the Engineer would be entitled to way freight rates. If no combination of movements is made and movements are confined to switches, it will require 11 switches to entitle the Engineer to way freight rates.

## **EAST APPLICATION**

51.04 Archived (Formerly a).

51.05 Through freight or mixed train engineer making more than 5 stops to take on or set out a car or cars, or who makes more than 10 switches en route or a combination of 7 movements of such service, will be paid wayfreight rates for the trip.

**Example of Combination:** Picking up or setting off cars at 2 stations and making 5 switches en route (in turnaround service the switching at turnaround points shall be considered as switching en route).

51.06 For wayfreight rates see Article 1.

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## **ARTICLE 52 - ROAD SWITCHER SERVICE**

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Note: Formerly 2018 MOS and Article 8 LE West and East.

52.01 Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, it may be referred to the General Chairman by the General Manager.

52.02 Engineers assigned to such Road Switcher Service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from shop track to shop track with time and one-half after 8 hours, exclusive of inspection time.

52.03 Engineers assigned in Road Switcher Service, who do not lay off of their own accord, will be paid not less than 2600 miles per month at Road Switcher Rates, inclusive of all earnings. In the event of an assignment being discontinued or created during any month, Engineers will be paid their proportion of the monthly guarantee on the calendar day basis for each day held in the assignment.

**Note:** The term "Road Switcher" as used above does not apply to passenger, work or mixed train assignments. Clause 62.05 will not apply to Road Switcher assignments.

52.04 Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement for a Road Switcher assignment to have different bulletined starting times on different days of the week.

52.05 An Engineer who is regularly assigned in road switcher service and who performs a complete tour of duty exclusively within the yard or switching limits will be paid at yard rates of pay.

52.06 Wherever practicable, road switcher assignments operate with multiple unit consists, the units shall be marshalled back to back.

#### 52.07 ROAD SWITCHER LUNCH

a) Yard lunch provisions will apply to Road Switchers that spend the entire shift working within the yard as defined by the OMTS.

b) Road Switchers that work outside of the OMTS but within yard switching limits will be provided the opportunity to take 20 minutes for lunch between 4 and 5 ½ hours after starting work without deduction in pay and upon advising the RTC at least 1 hour in advance. Employees will not be required to work longer than 5 ½ hours without being allowed 20 minutes for lunch, with no reduction in pay or time therefore.

c) Road Switchers that work outside of the Terminal limits will be governed by the road provisions for Meals Enroute.

Question 1: In the application of sub-clause 52.07 (a) how will it be determined that a Road Switcher assignment spends the entire shift within the yard for these provisions to apply?

Answer: Road Switchers that work within the yard as defined by the OMTS, or in the same manner as a conventional yard job for their entire shift will be governed by this provision.

Question 2: Which sub-clause above, 52.07 (a) or (b) applies to Road Switcher assignments that operate outside of the outer main track switch but within yard switching limits?

Answer: Sub-clause 52.07 (b) applies, however it is understood that employees will take their lunch either on the locomotive or at the customer facility, if available.

Question 3: In the event the locomotive is not equipped with a functioning refrigerator, what options are available to the employees?



Answer: When the employee reports for duty and determines that the refrigerator is not functioning, they must notify their supervisor as soon as possible so that alternate arrangements can be made to accommodate lunch.

Question 4: In the event a Road Switcher performs work within both a yard and outside of the OMTS but within Terminal limits, how will it be determined which lunch provision applies for that shift?

Answer: Employees will be advised when they report for duty which lunch provision will govern their work day. In the application of this provision, in the event the crew is within close proximity to a designated lunch facility and no additional operational delay will be incur, the employee will have the option of using the designated lunch facility.

52.08 **EAST APPLICATION** - Engineers in Road Switcher Service will be allowed 20 minutes for lunch between 4 and 5 ½ hours after starting work without deduction in pay on advising the RTC at least 1 hour in advance. Engineers will not be required to work longer than 5 ½ hours without being allowed 20 minutes for lunch, with no reduction in pay or time therefore.

52.09 Ad hoc road switchers will receive all payments that are applicable to a freight crew that is called in turn service, including but not limited to, off main payments (OM), TT&J and PU claims.

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**ARTICLE 53 - CALLED AND CANCELLED**

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Note: Formerly Article 10 LE West and East.

53.01 An Engineer called for duty and afterwards cancelled or set back before reporting for duty will be paid 25 miles at the minimum freight rate. When an Engineer is called for duty and then cancelled or set back after reporting for duty, he will be paid at the rate of 12 1/2 miles per hour at the minimum freight rate for time held with a minimum payment of 50 miles. If cancelled after taking the locomotive from the shop track or change-off point or in case of a run-through train after having started his train or commenced to switch, an Engineer will be paid a basic day at the rate and under the conditions applicable to the class of service called for but will be liable for further service to the extent of a minimum day.

53.02 Engineers in assigned road service whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less than 5 hours' notice of cancellation in advance of advertised departure time is given, Engineers will be paid 100 miles at the minimum rate applicable to the class of service to which assigned for each day lost.

53.03 Engineers at the home terminal cancelled prior to commencing work will be entitled to book between five and eight hours rest. If it is found that this privilege is being abused the matter will be discussed between the respective General Chairman and General Manager with a review to resolve. Failing a resolve at this level the matter will be subject to discussion between the Vice-President of the Union and the Assistant Vice-President, Industrial Relations.

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**ARTICLE 54 - DOUBLING**

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Note: Formerly Article 13 LE West and East.

**WEST APPLICATION**

54.01 Actual mileage will be paid for doubling if in excess of 5 miles one way.

54.02 Not less than 10 miles will be allowed for each double.

**EAST APPLICATION**

54.03 Mileage made doubling or assisting other trains will be added to the mileage of the trip.

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**ARTICLE 55 - PILOTING**

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Note: Formerly Article 14 LE West and East.

55.01 An Engineer in charge of an engine ordered over any subdivision with which they are not familiar will be furnished with a competent pilot. An Engineer will be used as pilot when available.

55.02 When used as a pilot an Engineer shall be paid for initial terminal time, road miles or road time, final terminal delay and final inspection time at the rate of pay applicable to the class of power used and class of service in which the piloting service is performed.

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**ARTICLE 56 - SENIORITY**

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Note: From 2018 MOS; formerly Article 21 LE West and East.

56.01 (1) Employees will establish a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the applicable Trainmen's Seniority List. The current provisions of this article apply to seniority districts unless otherwise stipulated. A Locomotive Engineer's Regional and National seniority lists will be established in accordance with sub-clause 56.01 (5).

**Note:** Current Union Security clauses of the respective collective agreements are applicable to district, regional and national seniority lists.

(2) A final Locomotive Engineer training bulletin was issued for employees who were hired on or prior to June 4, 1992. Successful applicants to this bulletin established a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the applicable Trainmen's Seniority List

- (3) All employees hired between June 5, 1992 and July 14, 1995, whose names did not already appear on the list, will be placed on the applicable Locomotive Engineer Seniority District List, in the same order as they appear on the applicable Trainmen's Seniority List
- (4) Employees placed on a Locomotive Engineer Seniority District List, shall have prior rights to all Locomotive Engineers work on their seniority district and shall be trained in seniority order. Prior rights shall be recognized for all seniority districts; British Columbia, Alberta, Saskatchewan, Manitoba/Lakehead, Algoma, Southern Ontario and Quebec, with a date of July 12, 1995.
- (5) (a) Employees placed on a Locomotive Engineer Seniority District List will be placed on the regional list in order according to their district seniority date with a Regional date of July 13, 1995. If District Dates are the same then they will be placed according to the applicable Trainmen's Seniority List.
  - (b) Employees placed on a Locomotive Engineer Seniority District List will be placed on the national list according to their district seniority date with a National date of July 14, 1995. If District dates are the same then they will be placed according to the applicable Trainmen's Seniority List.
  - (c) Employees who hire on subsequent to July 14, 1995 will be placed on the national list according the applicable Trainmen's Seniority List. In the event more than one employee has the same seniority date, seniority standing to be based upon the regional Trainman list.
- (6) A Locomotive Engineer from outside a Locomotive Engineer Seniority District shall not be allowed to work a Locomotive Engineer's job if there are Locomotive Engineers on the Seniority District List who could be trained, except in emergency. In these cases the Company must immediately start training unqualified Locomotive Engineers from that Locomotive Engineer Seniority District to fill the vacant positions.
- (7) Employees failing to be selected, or failing to pass training on the first attempt will hold their seniority should subsequent training be offered.

56.02 Unless otherwise provided for, by Eastern District Rules and as provided for in Article 60 TCRC Locomotive Engineer's West, employees may move within districts at General Advertisement of Assignments, Pool to Pool or when displaced from holding a locomotive engineer's position. Locomotive Engineers may not reduce themselves.

In the event that a Locomotive Engineer is displaced and no longer able to hold a Locomotive Engineer's position in that terminal, they may exercise their seniority under their respective seniority lists and provisions.

56.03 Unless otherwise provided for by District Rules, should there be no available Locomotive Engineers, the senior qualified Locomotive Engineer not set up as such, shall be used. A Locomotive Engineer having to move under this rule will be permitted to return to their home terminal when they stand for work on the Locomotive Engineer's list at that terminal. Locomotive Engineers cannot be forced off their district.

- 56.04 Unless otherwise provided for, no payment will be made for deadheading under the application of this article.
- 56.05 District, Regional and National, seniority lists of Locomotive Engineers in promotion order will be kept posted in each booking-in office, reissued in January of each year and a copy will be furnished to the Local Chairman and General Chairman. No protest against a Locomotive Engineer's standing thereon shall be heard unless it is entered within 60 days after the first appearance of their name on the list.
- 56.06 Locomotive Engineer taken over with another road will hold their seniority rights with employees on the division to which that road has been added, from the date of entry into service with such other road.
- 56.07 Locomotive Engineer employed by a contractor will have no seniority standing. Locomotive Engineer assigned by the Company to contractor's service will retain their seniority.
- 56.08 Accommodation and Meal Allowance for Locomotive Engineers Forced from One Main Home Terminal to Another on Their Seniority District.
- (1) A Locomotive Engineer forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article and who does not move his residence to or maintain his residence at the terminal to which he is forced shall be entitled to a living allowance of \$20 per day when accommodation in a rest-house is supplied by the Company. If such accommodation is not supplied by the Company the allowance shall be \$30 per day. Should a Locomotive Engineer so forced not return to his home terminal when he stands for work as an Locomotive Engineer at that terminal, when he is no longer the senior demoted Locomotive Engineer, or when he is released at the terminal to which forced as a result of a reduction in the Locomotive Engineers' working list at that terminal pursuant to the provisions of Paragraph 4 of the Letter of Understanding dated September 1, 1972, he shall be deemed to have transferred voluntarily and his entitlement to the living allowance cited above shall cease forthwith.
- (2) Locomotive Engineers forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article shall be paid for deadheading between such terminals under the provisions of Article 6. Should an Locomotive Engineer so forced return to his home terminal when he stands for work as an Locomotive Engineer at that terminal or when he is no longer the senior demoted Locomotive Engineer, he shall not be paid for deadheading back to his home terminal nor shall the senior demoted Locomotive Engineer forced to that terminal to replace such Locomotive Engineer be paid for deadheading to that terminal.

56.09 For the purposes of this Collective Agreement, the main home terminals for Locomotive Engineers are:

<b>Eastern Canada</b>				
Montreal	Toronto	London	Sudbury	Schreiber
Smiths Falls	Mactier	Chapleau		
<b>Western Canada</b>				
Thunder Bay	Kenora	Winnipeg	Brandon	Minnedosa
Wynyard	Sutherland	Wilkie	Moose Jaw	Medicine Hat
Calgary	Red Deer	South Edmonton	Lethbridge	Cranbrook
Sparwood	Nelson	Revelstoke	Kamloops	Coquitlam
Roberts Bank				

**56.10 VOLUNTARY RELOCATION WITHOUT BENEFITS**

- (1) Employees may move between districts at General Advertisement of Assignments, Pool to Pool or when displaced from holding a Locomotive Engineer’s position (Locomotive Engineers may not reduce themselves.)
- (2) The Company may refuse a transfer if it results in a known shortage of employees, based upon information at the time, at the location the Locomotive Engineer is bidding from or if the location being bid to will result in an immediate lay off of employee(s).
- (3) Employees bidding outside of their district must also receive permission from the applicable Locomotive Engineer General Chairmen prior to relocating. This clause will expire on January 1, 2010.

**56.11 VOLUNTARY RELOCATION WITH BENEFITS**

Voluntary relocation with benefits may be initiated by the Company from locations of surplus as identified by the Company.

(1) Long term:

Where initiated, a lump sum of \$18,000.00 will be provided to employees who move to a location of shortage. Selection will be made on a seniority basis. Should such employees choose to relocate from that location within 2 years, they will be required to reimburse the Company on a prorated basis. Such reimbursement will not apply in cases of lay off if an employee returns to the shortage location upon recall or if the lay off period is greater than 2 months at the location of shortage.

(2) Temporary:

1. Where initiated, employees will be chosen on a seniority basis at the bulletined location(s).

2. Employee covered under this clause will be provided transportation to and from work location and suitable accommodation or a monetary amount of \$500.00 per week in lieu of the benefits in this clause.
  3. A reasonable travel period will be allowed to relocate as part of the initial work cycle.
  4. Employee covered under this clause will exercise their seniority and be familiarized under the terms of the collective agreement.
  5. An employee selected under this clause will be committed to a period of 42 days after which the employee may elect to return home or, if required and the employee elects, will continue for further 35 day period(s).
  6. If a subsequent work cycle is agreed to, the employee will be allowed up to 7 consecutive days OLA for the first work period and up to 5 consecutive days OLA for each subsequent work period(s) to attend to personal business with the transportation provided by the company to and from the home location. The period of leave will be scheduled between work cycles or later upon mutual agreement. Unless otherwise agreed, the leave will not form part of the work cycle.
  7. An employee covered under this clause may be released from the commitment period if no longer required. This change must coincide with the scheduled weekly crew change.
- (3) In the event a Locomotive Engineer relocates with benefits who has less seniority than the junior qualified Locomotive Engineer at the location the employee is relocating to, if not already in progress, the Company will initiate Locomotive Engineer Training at that location to commence within three months.

November 13, 2004 Letter Re: VROPE/VROUE/VROQUE/ Compassionate Transfers – Archived

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**ARTICLE 57 -           CALLING**

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Note: Formerly Article 25 LE West and East.

57.01 Employees will be called in time to be on duty at time required by the Company. Where telephone service is available, employees will be called by telephone only, except that other means will be used in cases of telephone failure. When the telephone rings and is not answered or when a busy signal occurs this does not indicate telephone failure. Telephone failure exists in cases where the operator advises that the call cannot be completed as dialled or the line goes dead. When a busy signal occurs the practice of repeating the call will continue. Other means may also be used when employees are accommodated in facilities provided by the Company. Employees will be given at least a two-hour call except in cases of emergency.

57.02 Engineer, when called, will be called for a specified time in all services.

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**ARTICLE 58 - FUEL, SAND & WATER**

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Note: Formerly Article 26 LE West and East.

- 58.01 Locomotive will be supplied with fuel, sand and water by mechanical staff at terminals. All supplies will be placed on locomotives at points where mechanical staff are maintained.
- 58.02 At originating stations for trains or locomotive consists, where mechanical staff are employed, the cabs of all "leader" equipped locomotives which will be utilized in the lead position prior to reaching the next major locomotive servicing location, will be cleaned and serviced.
- 58.03 At points where mechanical staff are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crewmembers will be responsible for keeping cabs in a clean and orderly condition en route between servicing points.
- 58.04 While it is the responsibility of operating employees to maintain a clean work environment in the locomotive cab between servicing locations, run-through trains will have the lead locomotive cab cleaned by shop staff at the following locations;
- (1) Eastbound; Coquitlam, Calgary, Moose Jaw (for trains off the Taber Subdivision), Winnipeg, Chapleau and Saskatoon.
  - (2) Westbound; Chapleau, Winnipeg, Moose Jaw (for trains off the Weyburn or Lanigan Subdivisions), Calgary and Saskatoon.
  - (3) Southbound; Golden
  - (4) Northbound; Golden

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**ARTICLE 59 - LOCOMOTIVE CONDITIONS**

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Note: Formerly Article 29 LE West and East.

Refer to Letter Section [Letter Re: Cab Committee](#).

- 59.01 Locomotive cab will be made comfortable, cab windows and the interior of cab will be kept clean by the shop staff.
- 59.02 Locomotive arriving covered with snow and ice will be examined by the shop staff when so booked.
- 59.03 New locomotives and those rebuilt by the manufacturer will be equipped with toilet facilities and water coolers.
- 59.04 A cab committee will be comprised of Union Representatives from the TCRC as well as Company representatives from Mechanical, Transportation, and Industrial Relations to discuss items of mutual benefit and concern dealing with the design, maintenance and operation of locomotive cabs.

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**ARTICLE 60 - HANDLING OF LOCOMOTIVE ENGINEERS**

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Note: 2022 MOS and Formerly Article 30 LE West and East.

60.01 Pooled Engineers will run first-in first-out, except as otherwise provided.

60.02 Engineers on spare list will run first-in first-out, except as otherwise provided.

60.03 Engineer assigned to regular run of 100 miles or more, or to regular short run when they have completed their day, or to yard service, will not be considered on duty from time relieved until again required for their regular run or shift.

**60.04 GENERAL ADVERTISEMENT OF ASSIGNMENTS KOOTENAY VALLEY RAILWAY**

(1) At the General Advertisement of Assignments, which will be scheduled for December 31, 2013 and will continue in effect until December 31, 2016, all positions will be considered permanent vacancies. All positions will again be posted for a General Advertisement of Assignments for December 31, 2016 and every three years thereafter.

These vacancies will be bulletined for 30 days on the British Columbia seniority territory. Applications must be filed with the Crew Management Centre, with a copy provided to the respective Local Chairman. Internal change of card will be in April and October of every year.

(2) Positions will be awarded to senior qualified employees pursuant to the provisions of the Core Agreements.

(3) An employee who holds a permanent position on the KVR prior to the general advertisement of assignments and who is not awarded or who does not apply for a position bulletined under sub-clause 60.01 (1) above, will exercise seniority within CPR according to the applicable provisions of the Core Agreements. Employees, who do not bid, will stay on their assignments.

(4) An employee who is absent for any reason throughout the entire bulletining period specified herein, may exercise their seniority on the KVR immediately upon return to active service in accordance with the provisions of the Core Agreements.

(5) An employee displaced through the application of sub-clause 60.04 (3) above will exercise their seniority to a position on the KVR or the core railway pursuant to the terms of the applicable Core Agreements.

(6) An employee awarded a permanent position on the KVR will be obligated to remain in KVR service for the duration of the general advertisement of assignments.

(7) An employee awarded a permanent position on the KVR will be protected against displacement for the general advertisement of assignments pursuant to sub-clause 60.04 (1), except as provided for in sub-clause 60.04 (4); sub-clause 60.04 (9); a material change in working conditions; or a catastrophic event that the KVR Advisory Board believes should trigger a displacement.



## **Seniority**

- (8) Employees from the core railway assigned to positions at the KVR under the terms of this Core Agreement shall have their names retained on the core railway seniority list..

## **Exercise of Seniority**

- (9) Employees on the core railway may, in lieu of relocation or taking layoff, displace to positions on the KVR, pursuant to the applicable collective agreements. Such employees will have the right of recall on the core railway.
- (10) Employees on the KVR may in lieu of relocation or taking layoff, displace to positions on the core railway, pursuant to the applicable Core Agreements. Such employees will have the right of recall to the KVR.
- (11) Employees-on-the core railway covered-by the Core Agreement(s)-between CP Limited and-the TCRC will have the right to apply for positions advertised on the KVR at the General Advertisement of Assignments pursuant to the KVR Collective Agreement.
- (12) A qualified Locomotive Engineer who is not regularly assigned as a Locomotive Engineer and is working on the KVR as a Trainman will not be required nor permitted to follow their seniority turn as a Locomotive Engineer on the core railway for the duration of the general change of assignments. This provision will not have an adverse effect upon the seniority standing of Locomotive Engineers.
- (13) Core railway Trainmen working on the KVR who are required to train as Locomotive Engineer in accordance with their District seniority will be required to do so in their proper turn. Upon completion of training such employees will be allowed to exercise their seniority back to the KVR.

## **WEST APPLICATION**

- 60.05 If run around avoidably Engineer will be entitled to 50 miles at minimum passenger rate.
- 60.06 Short runs will not be coupled up and Engineer run from one point on a branch line through a main terminal to a point on another branch line beyond such terminal.
- 60.07 (1) One month in advance of the general change of timetable all assignments will be advertised on the seniority district. Senior Engineers shall have preference in all classes of service at any terminal to which their seniority entitles them and must stay on the run chosen throughout the period the timetable is in effect or until a change is made necessary by promotion or demotion. In the event there are no applicants for any particular assignment the senior Engineer not set up as such at the terminal where the vacant assignment exists will be required to fill the vacancy.
1. Bulletins will be closed 14 days subsequent to the initial posting.
  2. The results will be forwarded to local Company and Union Officers for scrutiny, seven days subsequent to the bulletin.

3. Local Company and Union Officers will be provided with four days to complete their review and make any necessary changes, advising the CMC accordingly.
4. Results of the advertisement will be posted twenty-five days subsequent to the initial posting.
5. Applications must be dated and made in writing on the prescribed form and submitted to the Crew Management Centre as indicated in the bulletin.
6. Engineers at outlying terminals will apply as indicated in the bulletin. After assignments are filled all applications will become null and void. Engineers on leave of absence may make application on their return.

Archived (formerly (f) (2))

- (2) In the event of no semi-annual change of timetable, a date will be agreed upon between the General Manager and General Chairman for the rebulletining of all assignments on the seniority districts.

60.08 In the event of a regular assigned run being reduced one day or more per month or layover changed over 5 hours, Engineer affected will have the right to take any other run out of their home or auxiliary terminal that is manned by a junior Engineer.

Archived (formerly (h))

60.09 Engineer will not be run off subdivision to which they are assigned except in traffic emergency and then only for one trip.

60.10 Engineer will not be held away from home terminal to make more than two tours of duty in turnaround service, short run work or unassigned work train service, but may be run to home terminal after completing one tour if other unassigned Engineers are available at the point required. Engineers wishing to exercise this right will book "Home Only" immediately upon completing one tour of duty. In the application of this clause it is understood that Engineers will either work home during the second tour of duty referred to or be deadheaded home upon completion of that tour of duty.

**Note:** Engineers will not be entitled to 50 miles of run-around in order to meet the requirements of this clause.

60.11 A temporary vacancy, except vacation vacancies and vacancies in excess of 7 days created by authorized leave of absence in all other classes of service, will be filled by spare engineers for the first 7 days, after which such temporary vacancy and subsequent vacancies created thereby, will be filled by the senior Engineer desiring the run. In the event there is no applicant for such vacancy it will be filled by the junior spare Engineer. An Engineer electing to fill a temporary vacancy under the provisions of this paragraph, must remain on that vacancy until replaced by the regular Engineer or displaced by a senior Engineer except that they may exercise their seniority to a subsequent occurring vacancy in preference service or from one pool to another. For the purpose of this rule, the order of preference is yard (night to afternoon to day) -- transfer --freight -- passenger.

- 60.12 Subject to the provisions of Article 56 an engineer in pool service at one terminal applying for transfer to pool service at another terminal will be granted same within 30 days. Except in case of reduction of crews or promotion, such Engineer will have the privilege of transferring only once during the life of a timetable.
- 60.13 (1) An Engineer who goes into yard service because their seniority does not entitle them to work in road service at their home terminal will be permitted to work in road service at their home terminal when their seniority entitles them to such work.
- (2) An Engineer taking a yard assignment at their home terminal in preference to pool service will remain on that yard assignment during the life of the timetable unless displaced in which case they will be entitled to exercise their seniority in any class of service at their home or auxiliary terminals.
- 60.14 An Engineer whose seniority entitles them to work in road service or on the Engineers' spare board at any terminal on their seniority district, will not be permitted to displace an Engineer permanently restricted to yard service, unless the restricted Engineer is entitled by their seniority to another yard assignment or to work in road or yard service at their home or auxiliary terminal.
- Archived (formerly (p))
- 60.15 The designated Company Officer along with the Engineers' Committee will regulate the number of Engineers on the Engineers' spare list.

#### **EAST APPLICATION**

- 60.16 If run around avoidably Engineer will be entitled to 50 miles for such runaround.
- 60.17 Engineer will not be run off the subdivision to which they are assigned except in case of emergency. When Engineer is required to run off subdivisions to which they are assigned, they will not be required to do so for more than one subdivision and they will be promptly returned, unless there is a shortage of Engineers at the terminal to which they are run.
- 60.18 When an Engineer in pool service is to be called for a trip deadhead on Company's orders, and is to travel on a train to be handled by an unassigned Engineer, the Engineer first out will be called to deadhead and will hold their turn out at the distant terminal.
- 60.19 Engineer laying over at away-from-home terminal will be furnished transportation and allowed to go home as often as possible when such leave will not interfere with the service.
- 60.20 Engineer called for auxiliary service will be allowed meals and sleeping accommodation in auxiliary boarding car.

## 60.21 EMPLOYEE TRANSFER OF TERMINAL AT CHANGE OF CARD

1. The following protocol will be used when determining eligibility of employees applying to exercise seniority between districts and regions at the General Advertisement of Assignments:
  - a. The Company will issue the general advertisement of assignments 42 days prior to the date in which change of card takes effect.
  - b. The Company will accept electronic notification (bid) from employees up to 28 days prior to the date in which change of card takes effect.
  - c. Once the above referenced cut-off date has expired (28-days), the Company will within 14 days:
    - i. Issue a bulletin naming the successful applicants and the locations they are transferring to.
    - ii. Provide Local Chairmen with copies of all electronic bids.
    - iii. Provide the General Chairmen with all relevant information of employees who have made application to transfer, including name, seniority ranking, and locations exercising to and from.
    - iv. Provide employees who are unsuccessful, and the General Chairmen, the reasons thereof.
    - v. Employees who are awarded positions outside of their District and who cannot be released in conjunction with the General Advertisement of Assignments due to staffing requirements will be notified accordingly. Employees falling under this category may be held in their terminal for no more than thirty days following the effective date of the General Advertisement of Assignments.
  - d. To determine whether an employee can successfully hold a permanent vacancy in the location to which they have applied, the following formula will be used:
    - i. The week prior to the cut-off date in (a), the Company will calculate a 1 (one) month average for all unassigned pools and common spareboards.
    - ii. This average will be added to the number of all assigned permanent positions existing at the location on the cut-off date referenced in (a) above.
    - iii. The combined total will constitute the terminal employee baseline.
    - iv. Employees making application to transfer will be assessed relative to the junior employee on the terminal baseline in their craft:
      - If transferring within the region and if senior to the junior employee, the transfer will be approved;

- If transferring between regions (refer to clause 56.10) and if senior to the junior employee, the transfer will be approved unless a layoff would occur at the destination terminal at the time of implementation of the General Advertisement. Employees disallowed on the basis of a potential layoff at the destination terminal will be advised 14 days in advance of the General Advertisement.
2. Employees may continue to exercise their seniority to another Terminal as provided for elsewhere within the Collective Agreement.

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**ARTICLE 61 - BOOKING SICK (EAST APPLICATION)**

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Note: Formerly Article 32 LE East.

- 61.01 An Engineer sick will report same to the Crew Management Centre. When he reports for duty he will go out on his assigned run, or in his turn.
- 61.02 An Engineer sent away from a terminal to relieve another Engineer will book in at terminal on his return.
- 61.03 In cases of an Engineer getting sick, Engineer shall telephone the Crew Management Centre with the understanding, however, that the Engineer must know that they are speaking to a Crew Dispatcher. If it is found that this privilege is being abused, it will be rescinded.

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**ARTICLE 62 - MILEAGE REGULATIONS**

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Note: Formerly Article 33 LE West and East, 2007 MOS and 2012 Kaplan Award.

Archived (formerly (a))

Archived (formerly (b))

- 62.01 Engineers taken off under this article shall be returned to service as Engineers in the order of their seniority as Engineers, and as soon as it can be shown that Engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, or other regular service paying freight rates, the equivalent of 3,800 miles per month or in extra service the equivalent of 3,800 miles per month. Engineers in any of the foregoing services will be required to lay off when in any monthly period they have made the mileage stated in this Clause for the class of service in which they are engaged.
- 62.02 Should there be no available pool Engineers to fill pool vacancies or spare Engineers to fill necessary vacancies, the senior available qualified Locomotive Engineer, not working as such, will be used, unless otherwise provided.

Archived (formerly (g))

62.03 All miles paid for on regular working trips and combination deadheading working trips will be included in the calculation of Locomotive Engineers' miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:

- (1) Deadheading
- (2) Jury Duty
- (3) Bereavement Leave
- (4) Attending Court
- (5) Special Service
- (6) Late Cancellation of Assignment
- (7) Cancelled after taking locomotive from shop track
- (8) Watching Engines
- (9) Attending Train Handling or Locotrol Classes (when paid lost earnings)
- (10) Attending Safety Committee Meetings (when paid lost earnings).

62.04 Mileage earned pursuant to sub-clauses 47.15 (1) second paragraph, 47.15 (3) third paragraph and clause 47.12 will not be included in the calculation of an Engineer's personal miles nor shall it be used in the regulation of the working list.

62.05 In the regulation of passenger or other assigned service, sufficient Engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service.

Engineer freight pools and spare boards will be regulated so that all employees can earn 3800 chargeable miles per month.

If in any service additional assignments would reduce earnings below these limits, regulations will be effected by requiring Engineers to lay off when the equivalent of the maximum miles in their class of service has been reached. Engineers in combination service will be permitted to earn the equivalent of 3,800 miles per month at freight rates.

Archived (formerly (e))

Employees who commence work at the Home terminal prior to attaining the maximum mileage and subsequently have exceeded the maximum mileage upon their return to the Home Terminal will have the option to make all over miles non-chargeable. In such cases, the over miles will not be carried forward.

Employees will have this window of opportunity once they have booked off-duty and must make their mileage adjustment immediately in CMA. Employees who elect not to do this reduction of their carry over at the time will no longer have the ability to do so. Any employee found canceling their carry over after said time will be subject to a mileage penalty in a following mileage period equal to double the excess mileage obtained. A written message indicating the same must be sent to the Crew Management Center in this regard.

Employees will not be able to cancel their carry over when there are laid off employees at their terminal.

- 62.06 (1) The regulation of mileage and checking periods will be handled between the designated Company Officer and Local Chairman for Engineers, or his authorized representative.
- (2) Archived (formerly (j) (2))
- (3) Engineer assigned to service at outpost locations will be required to advise the Company's Crew Management Centre (CMC) when their maximum mileage will be in.

The CMC will furnish a relief Engineer as soon as possible as per clause 62.11 for West Engineers and clause 62.13 for East Engineers.

- 62.07 The Company is not to be put to any additional expense for deadheading or otherwise by the application of this Article.
- 62.08 The Union recognizes that a strict adherence to the mileage formula is impractical for pools with relatively few Locomotive Engineers. The mileage formula does not permit adjustments to the pools to prevent maximum miles being greatly exceeded. Therefore, in the regulation of these small pools, local Company and Union Officers would cooperate to ensure that average miles for each locomotive engineer's turn would not greatly exceed maximum miles while ensuring that the minimum mileage figure is respected. This may require an upward or downward pool adjustment when the mileage formula would not otherwise justify it. In the event that local arrangements cannot be mutually agreed upon, the matter may be referred to the General Chairman and the General Manager for their consideration prior to the adjustment being made. (Note: Formerly May 17, 1988 Letter Re: Regulation of Pools.)
- 62.09 Consideration will be given to unusual or special traffic movements which could require short term adjustments to pools, especially the smaller ones. (Note: Formerly May 17, 1988 Letter Re: Regulation of Pools.)

## **WEST APPLICATION**

- 62.10 If any Engineer exceeds their maximum miles or days in any monthly period, they will be required to lose mileage equal to the excess mileage obtained, in addition to which such excess mileage will be added to their mileage for the following period, this not to apply to Engineers who after reaching their maximum mileage are required through shortage of Engineers to work further during their month.

When an Engineer fails to properly record their mileage, resulting in excess mileage being obtained, they will be required to lose in a following mileage period in which annual vacation is not taken mileage equal to double the excess mileage.

It is not intended that the double mileage penalty provision shall apply in regard to any excess mileage due to an Engineer being called in an emergency after they have reached their maximum mileage or to any excess mileage earned on the trip during which maximum mileage is reached. In such cases only the actual excess mileage will be carried forward to the succeeding period.

Employees who commence work at the Home terminal prior to attaining the maximum mileage and subsequently have exceeded the maximum mileage upon their return to the Home

Terminal will have the option to make all over miles non chargeable. In such cases, the over miles will not be carried forward.

Employees will have this window of opportunity once they have booked off-duty and must make their mileage adjustment immediately in CMA. Employees who elect not to do this reduction of their carry over at the time will no longer have the ability to do so. Any employee found canceling their carry over after said time will be subject to a mileage penalty in a following mileage period equal to double the excess mileage obtained. A written message indicating the same must be sent to the Crew Management Center in this regard.

Employees will not be able to cancel their carry over when there are laid off employees at their terminal.

- 62.11 When there is not sufficient mileage in excess of the maximum to permit an additional engineer making the minimum mileage in each class of service, the mileage in excess of the maximum will be considered spare work, and Engineers will be entitled to such work or mileage as per rules governing vacancies and spare work, except that excess mileage of assigned runs may be used to build up mileage on assigned runs less than minimum.

#### **EAST APPLICATION**

- 62.12 If any Engineer exceeds their maximum miles or days in any monthly period, the excess will be charged to their miles or days in the following working period, this is not to apply to Locomotive Engineers who, after reaching their maximum mileage are required through a shortage of Locomotive Engineers, to work further during the month.

When an Engineer fails to comply with the requirements of sub-clause 62.06 (2) or fails to properly record their mileage, resulting in excess mileage being obtained, they will be required to lose in a following mileage period in which annual vacation is not taken mileage equal to double the excess mileage.

It is not intended that the double mileage penalty provision shall apply in regard to any excess mileage due to an Engineer being called in an emergency after they have reached their maximum mileage or to any excess mileage earned on the trip during which maximum mileage is reached. In such cases only the actual excess mileage will be carried forward to the succeeding period.

- 62.13 All mileage in excess of the maximum will go to the spare Engineers, except that excess mileage of assigned runs may be used to build up mileage on assigned runs with mileage less than minimum.

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#### **ARTICLE 63 - MATERIAL CHANGE IN WORKING CONDITIONS**

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Note: Formerly Article 34 LE West and East, 2007 MOS, 2015 Adams' Award and 2018 MOS.

- 63.01 Prior to the introduction of run-throughs or relocation of main home terminals, or of material changes in working conditions which are to be initiated solely by the Company and would have significantly adverse effects on Engineers, the Company will:



- (1) Give to the General Chairman as much advance notice as possible of any such proposed change with a full description thereof along with appropriate details as to the consequent changes in working conditions, but in any event not less than:
  - a) three (3) months in respect of any material change in working conditions other than those specified in subsection (b) hereof;
  - b) six (6) months in respect of introduction of run-throughs through a home terminal or relocation of a main home terminal;
  
- (2) Negotiate with the Union measures other than the benefits covered by clause 63.11 of this Article to minimize significantly adverse effects of the proposed change on Locomotive Engineers, which measures may, for example, be with respect to retraining and/or such other measures as may be appropriate in the circumstances.

63.02 The negotiations referred to in sub-clause (2) of 63.01 shall be conducted between the General Manager and the General Chairman and shall commence within 20 days of the date of the notice specified in 63.01(1). The parties agree, at the initial meeting, to review the available dates for the board of review and an arbitration hearing with consideration to the timelines set out below.

If the negotiations do not result in mutual agreement within 30 calendar days (day 50) of their commencement the issue, or issues, remaining in dispute will be advanced within 7 days (day 57) of the cessation of negotiation, be referred to the Vice-President, Labour Relations, of the Company and the Vice-President of the Union for mediation by a Board of Review composed of two senior Officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notice served by the Company on the Union under sub-clause 63.01 (1) and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in this article.

The Board of Review must meet within 30 days (day 80) and, if the Union is not able to meet within this required timeframe, the Company is entitled to proceed to the next step.

The Board of Review shall, within 20 days (day 100) from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in clause 63.03, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days (day 107) by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration and Dispute Resolution.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, each must submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days (day 137) from date of the request for arbitration and shall render a decision together with reasons therefore in writing within 15 days (day 152) of the completion of the hearing.

It is understood that no change will be implemented prior to 180 days from the date of the notice specified in clause 63.01.

At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

- 63.03 Time limits specified in clause 63.02 may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.
- 63.04 The decision of the arbitrator shall be confined to the issue, or issues, placed before such arbitrator and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.
- 63.05 The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.
- 63.06 The changes referred to in clause 63.01 will not be made until the procedures for negotiation, and arbitration if necessary, have been completed.
- 63.07 The effects of changes proposed by the Company which can be subject to negotiation and arbitration under this Article do not include the consequences of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which Engineers are engaged.
- 63.08 The applicability of this Article to run-throughs, relocation of main home terminals and unmanned locomotives producing tractive effort which are located at any point in the train but separated from and operated independently of the controls used by the Engineer is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions shall be processed directly to the General Manager within 60 days from the date of the cause of the grievance.
- 63.09 Any benefits negotiated pursuant to the provisions of this Article shall be reduced in whole or in part in each case by any amount received by an Engineer from any fund, plan or allowance which may be established for similar purposes.
- 63.10 This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part V, of the Canada Labour Code do not apply.

The provisions of this Article are intended as well to specify procedures by which matters relating to the termination of employment of employees represented herein may be negotiated and finally settled and Sections 214 to 216, of the Canada Labour Code do not apply.

## 63.11 RELOCATION EXPENSES

(1) The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(2) Eligibility:

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled. An employee must:

- a. occupy unfurnished living accommodation to be eligible for benefits under Items 2, 6 and 7 of sub-clause 63.11(3).
- b. establish that it is impractical for them to commute daily to new location.
- c. have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this Clause, in that month have worked and/or been available for service on: 30 days (road) or 21 days (yard) or major portion thereof).

(3) Relocation Benefits

1. Payment of door-to-door moving expenses for the eligible employee's household goods and their automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
2. An allowance of up to \$1,285.00 effective 2018, for incidental expenses actually incurred as a result of relocation.
3. Reasonable transportation expenses from their former location to the new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$329.00 effective 2018, for an employee without dependents, and that an additional amount of \$171.00 effective 2018, will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
4. Upon authorization an employee may drive their automobile to the new location at the allowance specified in clause 1.03 of the Consolidated Collective Agreement.
5. In order to seek accommodation in his new location and/or to move the new location, an employee will be allowed a continuous period of leave up to one week (7 consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the class of service in which regularly employed.
6. a Reimbursement for loss sustained on the sale of a relocating employee's private home which they occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. (Note: Should the employee receive an offer to purchase the home and they immediately notify the Company of the offer, the Company is obligated to exercise its option whether or not to purchase the home prior to the expiry time of the offer which may be two

or three days.) Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale. (Note: Formerly Letter Re: Claims for reimbursement for loss sustained on sale of home)

- b The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this Clause.
  
- c An eligible employee who desires to sell their house and receive any benefit to which they may be entitled under this sub-clause 63.11(3) must advise the Company's Officer concerned accordingly within 12 months of the date the initial change takes place.

No employee shall be entitled to any claim under this sub-clause 63.11(3) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-clause 63.11(3) must be made within 12 months of the final determination of value.

In cases having extenuating circumstances, local Company Officer(s) and Union Officer(s) will jointly review the case with the employee and, where warranted, establish an appropriate extension to the 12 month time limit referred to above.

- d Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$10,540.00 effective 2018. Receipts shall be required.
7. If an employee who is eligible for moving expenses does not wish to move their household to the new location they may opt for a monthly allowance of \$343.00 which will be payable for a maximum of twelve months from the date of transfer to the new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, they shall continue to receive the monthly allowance referred to above, but subject to the aforesaid twelve month limitation.
  8. An employee who elects to move their household effects to a new location during the twelve-month period following the date of their initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of the relocation.
  9. Alternatively to sub-clause 63.11(3) the cost of terminating an unexpired lease and legal costs connected therewith up to a value of 3 months' rent, where the relocating employee was renting a dwelling which they occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than 3

months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

## **MAINTENANCE OF BASIC RATE**

- 63.12 An identified employee will be entitled to a Maintenance of Basic Rate Benefit (MBR) if, as a result of the change the employee's earnings are reduced.
- 63.13 An eligible employee shall have his/her basic rate maintained by payment to such employee, the difference between actual earnings in a two week period and two times their basic weekly pay. The difference is known as the employee's incumbency. If actual earnings in a two week period meet or exceed two times the basic weekly pay, no incumbency is payable.
- 63.14 An employee's "basic weekly pay" as determined by clause 63.15 will be amended by the amount of any general wage adjustments applicable during the period immediately following the effective date of benefits entitlement specified in clause 63.20.
- 63.15 For the purpose of this Agreement, the term "basic weekly pay" is defined as:
- a) For employees in road service or yard service on the effective date, including employees on spare boards; one-fifty second (1/52) of the total earnings of such employee during the twenty-six full pay periods preceding his/her displacement or layoff as a direct consequence of implementation.
  - b) When computing "basic weekly pay" pursuant to sub-clause 63.15 a) (above), any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence if any, together with the earnings of the employee in that pay period, subtracted from the total earnings in the twenty six pay periods when determining the basic weekly pay. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
  - c) Employees off for Union leave will not have their "basic weekly pay" computed or reduced due to Union leave.
- 63.16 When provided an MBR, an employee must:
- a) Exercise their seniority to the highest rated position at their home terminal or outpost terminal in accordance with Collective Agreement seniority provisions.
    - Should they fail to do so, they will be considered as occupying such position and their incumbency will be reduced accordingly.
    - Should there be a dispute regarding the highest rated position to which the employee must exercise seniority, the Company may designate the position.
    - Should the Company and Union fail to reach an agreement in any such dispute, the matter may be advanced by the General Chairman as a grievance at step three of the grievance procedure.

- b) Work all vacancies available to them consistent with Collective Agreement seniority provisions.
  - c) Be available for service for the entire two-week period. The two-week period is meant to coincide with the scheduled Spareboard Guarantees. If not available, the incumbency for that period will be reduced by an amount equal to the earnings that would have been made on the day(s) unavailable.
    - All assigned service employees, including yard service and Locomotive Engineers not working as such, cannot be considered unavailable on their assigned rest days.
  - d) Unassigned freight pool employees will be able to book maximum rest according to the provisions of the Collective Agreement without affecting their MBR entitlement provided that they earn their maximum monthly mileage during their mileage period. Employees utilizing Earned Days Off (EDO's) will not affect the MBR's
- 63.17 In order to allow for proper administration of this Agreement, it is agreed that an employee's MBR period will be matched, as closely as possible, to their mileage period. MBR periods may be pro-rated in order to make this adjustment. Any formula to pro-rate the MBR period must be jointly agreed upon by the parties to this agreement.
- 63.18 If an employee fails to make their maximum monthly mileage and has missed a trip as a result of booking more than twelve (12) hours rest during the MBR entitlement period, their incumbency will be reduced by the earnings associated with the trip(s) missed to a maximum of the number of trips up to the maximum monthly mileage.
- Note: A maximum of one trip can be deducted in any one twenty four (24) hour period as a result of booking more than twelve (12) hours rest.
- 63.19 All compensation paid to an employee by the Company in each two (2)-week period, shall be taken into account when computing the employee's incumbency. Shifts or tours of duty commencing between 0001 on the first day of the two-week period and 2359 on the last day of the two-week period, will be included in computing compensation paid. All assigned road and yard employees who work other than their regularly scheduled tours of duty will not have the additional earnings included in the calculation of their MBR incumbency.
- 63.20 The period of MBR benefits will be determined by the actual material change agreement or the Arbitrator's award.

## **LAYOFF PROTECTION**

- 63.21 For each year of CCS (or major portion thereof) an employee will be allowed a lay-off benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.
- 63.22 An eligible employee, as defined in clauses 63.25 and 63.26, may at the expiration of the specified seven-day waiting period, make application to the designated Company Officer for a weekly lay-off benefit as follows:

- a) A weekly lay-off benefit for each complete week of seven (7) calendar days laid off, following the seven-day waiting period, of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under EI for such week, will result in the employee receiving 80 percent of his basic weekly pay at time of lay-off.
- b) During any week, following the seven-day waiting period, that an eligible employee is not eligible for EI benefits account eligibility for such benefits having been exhausted or account such employee not being insured for EI benefits, or account EI waiting period, such employee may claim a weekly lay-off benefit for each complete week of seven calendar days laid off of the maximum EI weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at the time of lay-off.
- c) Weekly lay-off benefits specified in this clause 63.22 will cease when an eligible employee has exhausted his benefit accumulation as specified in clause 63.21.
- d) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly lay-off benefit under this Agreement any amounts received from the Unemployment Insurance Commission in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

63.23 No weekly lay-off benefit will be made for parts of a claim week as defined in clause 63.25 except that:

- i. Recall not covered by sub-clause 63.23 (ii) below.
- ii. An employee who has qualified for weekly lay-off benefits in accordance with Item 63.25 and 63.26 and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly lay-off benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under EI for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at time of lay-off.

63.24 The maximum number of benefits will be determined by the number of assignments reduced as determined by the material change agreement or arbitrated award, multiplied by 1.25.

#### **ELIGIBILITY FOR LAYOFF BENEFITS**

63.25 An employee who is not disqualified under clause 63.26 hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of lay-off (herein called "a claim week") provided he meets all of the following requirements:

- a) For weekly lay-off benefit payment, a continuous waiting period of seven (7) days in the period of lay-off has expired. Each period of lay-off will require a new seven-day waiting period in order to establish eligibility for weekly lay-off benefits, except that once an employee has been on lay-off for more than seven (7) days, and is recalled to work for a period of less than ninety (90) calendar days, such employee will immediately become eligible for weekly lay-off benefits upon lay-off within such ninety (90) days.
- b) He has made application for benefits to the designated Company officers.
- c) He has exercised full seniority rights at his home terminal, and outpost thereto, except as otherwise expressly provided in sub-clauses 63.26 (b) and (c).

63.26 Notwithstanding anything to the contrary in clause 63.26, an employee shall not be regarded as laid off:

- a) During any day or period in which his employment is interrupted by leave of absence for any reason, sickness, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in sub-clause 63.26 (b) below), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction of cessation of work due to strikes by employees of the Railway.
- b) During any interval between the time that he is recalled to service of the Company after a period of lay-off, and the time at which he actually resumes work; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of sub-clause 63.22(d) of the Agreement, on the same basis as if he had returned to work on the date such work became available.
- c) If he/she declines for any reason, other than as expressly provided in sub-clause 63.26(b) above, recall to work at his home location, including outpost thereto.
- d) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in the material change agreement or arbitration decision; or
- e) After his dismissal or resignation from the service of the Company.

## **EARLY SEPARATION**

63.27 The early separation plan as outlined herein will be made available to employees who have more than 2 years CCS at the time of implementation and have worked continuously at the affected terminal or an outpost terminal thereto for at least one year as a bargaining unit employee immediately prior to the date of acceptance for early separation. This one-year requirement may be waived by the Company and General Chairs.

63.28 The number of attrition opportunities available, consisting of early separation allowances and severances, will be equal to the number of assignments reduced multiplied by 1.25. Fifty percent of the opportunities that become available will be bulletined not later than January 31st of the year following implementation. Should these opportunities not be taken in a given year, they will be banked and re-bulletined each year until exhausted.



- 63.29 The remaining fifty percent of opportunities that become available will be bulletined not later than January 31<sup>st</sup> of the year following implementation provided that there is a surplus of employees at affected terminals. The number of opportunities bulletined will not exceed the number of surplus employees at the affected terminal or outpost thereto.
- 63.30 A surplus employee is defined as an employee with greater than two years CCS who has been laid off for 9 months or more in a 12 month period.
- 63.31 Any attrition opportunities in clause 63.29 above that are not offered or taken during the year that they are generated will be banked and be re-bulletined if there is a surplus as defined above.
- 63.32 It is also understood that each separation opportunity taken under this agreement, including bridging, by an affected employee at the affected terminal will eliminate or reduce the number of MBR, relocation, layoff and severance benefits that might otherwise be triggered.
- 63.33 Each separation opportunity taken under this agreement, including bridging will eliminate a guaranteed attrition opportunity as mentioned in clause 63.29 above in addition to the number of MBR, layoff and relocation benefits that might otherwise be triggered.
- 63.34 To facilitate the awarding of these early separation opportunities, the bulletin in clause 63.28 above will be issued for 120 days by the Company requesting applications from eligible employees for these separation opportunities. These opportunities will be awarded, as available, on the basis of seniority and the specifications of clause 63.28, provided, of course, that the eligibility requirements are met.
- 63.35 An employee working in a position covered by this agreement who is a successful applicant and who is eligible for Early Retirement under the Company's Pension Plan, will be entitled to receive a monthly separation allowance until age sixty-five (65) which, when added to his Company pension, will give him an amount equal to a percentage of his average annual earnings over his best five year period, as defined under the pension rules, in accordance with the following formula:

Years of Cumulated Compensated Service at time employee elects early retirement  
 Percentage amount as defined above

35 and over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25 or less	60%

63.36 An eligible employee, entitled to the separation allowance specified in clause 63.36 may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of 10% per annum.

63.37 An employee whose application is accepted will be advised of his benefit entitlement within 30 days of the closure of the bulletin, and upon notification, must make a decision to accept or reject the separation opportunity within 48 hours of notification. Such decision will be considered irrevocable upon acceptance. The employee must comply with the conditions attached thereto at the earliest opportunity following acceptance. Employees who may not be in a position to see the bulletin when issued due to authorized leave of absence, bona fide sickness or annual vacation will be advised of the contents of the bulletin via double registered mail. It will then be their responsibility to apply within the time limits.

63.38 Eligible employees, as defined, who elect payment as provided in clause 63.36 above shall be:

- a) entitled to have their group life insurance coverage continued until age 65 and paid for by the Company; and
- b) entitled at age 65 to a life insurance policy, fully paid by the Company, in an amount equal to that in effect in the applicable existing collective agreement; and
- c) entitled to have his Extended Health and Vision Care benefits continued fully paid by the Company, until age of normal retirement.

Applications from eligible employees will be processed on the basis of their earliest seniority date under the respective collective agreements.

The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five (65).

An employee who elects benefits under this Clause will not be entitled to any other benefits provided elsewhere in this Agreement.

## **APPENDIX "A" - APPRAISAL PROCEDURE**

When an affected employee desires to sell their home under the provisions of sub-clause 63.11(3)6.a) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- a) In advising the Company Officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their opinion as to the fair market value of their house.
- b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

- c) Within 15 working days from date of receipt of employees' advice of their desire to make a claim, the Company Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-clause 63.11(3)6.a) of this Article.
  
- d) If however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in (c) of this Appendix "A".
  
- e) If such joint conference does not resolve the matter then within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.
  
- f) The employee and Company Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Appendix A (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
  
- g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.
  
- h) The fees and expenses of any appraiser appointed in accordance with Appendix A (e) or (f) shall be paid by the Company.

**PARTICULARS OF HOUSE TO BE SOLD**

<b>PARTICULARS OF HOUSE TO BE SOLD</b>			
Name of Owner:			
Address			
	No.	Street	City/Town
Type of House	Cottage	Bungalow	Split Level
Year Built:	No. of Rooms:	Bathrooms	
Type of Construction (i.e. brick, veneer, stucco, clapboard)			
Finished Basement	Yes	No	
Type of heating: (i.e. oil, gas, coal, electricity)			
Garage	Yes	No	
Size of Lot:			
Fair Market Value \$			
Other Comments:			
Date:			
Signature:			

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**ARTICLE 64 - LOCAL RULES**

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Note: Formerly Article 35 LE West and East.

- 64.01 **WEST APPLICATION** - Rules necessary to meet local conditions and not inconsistent with the provisions of this Agreement may be negotiated and made effective, subject in each case to the approval of the General Manager and the General Chairman.
- 64.02 **EAST APPLICATION** - Division or District rules which are necessary to meet local conditions and which do not conflict with the provisions of this Agreement may be negotiated between the Company and the accredited Representative of the Union and made effective, subject in each case to the approval of the General Manager and the General Chairman.

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**ARTICLE 65 - CONDUCTOR ONLY TRAIN OPERATIONS**

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Note: Formerly Article 38 LE West and East.

65.01 Implementation of Conductor-Only train operations on a sub-division will be at the option of the Company. A 30-day advice of such implementation will be given to the Council.

65.02 **ATTRITION OPPORTUNITIES**

- (1) Attrition opportunities for eligible Locomotive Engineers as outlined in Clauses 65.03, 65.04, and 65.05 hereof will, at the discretion of the Company, be provided at each main home terminal to assist in the achievement of Conductor-Only train operations.
- (2) A bulletin for applications from Locomotive Engineers for these attrition opportunities will be issued as required at each terminal within 60 days from the date of signing of a Memorandum of Agreement. The bulletin will close 30 days following its date of issue.
- (3) Applicants for these opportunities will be awarded on the basis of Engineer seniority.
- (4) A Locomotive Engineer whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.
- (5) Subsequent to these attrition opportunities being awarded as per sub-clause 65.02 (3) above, eligible Locomotive Engineers may apply at any time for an attrition opportunity. The application for the attrition opportunity will be approved subject to operating requirements. A Locomotive Engineer whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.

**Note:** Employees who have voluntarily transferred to a terminal on their seniority district where a surplus of protected employees exists, shall be restricted from applying for Conductor-Only attrition opportunities at that terminal for a period of six months from the date of their transfer.

**65.03 SEPARATION PLAN**

- (1) A Locomotive Engineer working in a position covered by this Collective Agreement, who is eligible for Early Retirement under the Company's Pension Plan, will be entitled to elect to take early retirement and to receive a monthly separation allowance until age 65 which, when added to his company pension, will give them an amount equal to a percentage of their average annual earnings over their best five-year period, as defined under the pension rules, in accordance with the following formula:

<b>Years of Service at Time Employee Elects Retirement</b>	<b>Percentage Amount as Defined Above</b>
35 and Over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25	60%

- (2) A Locomotive Engineer who elects to be covered by the provisions of Clause 65.03 of this Article shall be entitled to have their Group Life Insurance and Extended Health and Vision Care benefits continued fully paid by the Company, until age of normal retirement, at which time they will be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in the applicable existing Collective Agreement.
- (3) The separation allowance shall cease upon the death of the Locomotive Engineer who dies before reaching the age of sixty-five (65).
- (4) A Locomotive Engineer entitled to the separation allowance as herein above set out may elect to receive in its stead a lump sum payment equal to the present value of their monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (5) A Locomotive Engineer who elects benefits under this Clause 65.03 will not be entitled to any other benefits provided elsewhere in this Article.

**65.04 BRIDGING PLAN**

- (1) A Locomotive Engineer who is within five years of eligibility for Early Retirement or Normal Retirement under the Company's Pension Plan will be entitled to a bridging benefit as defined herein.

- (2) A Locomotive Engineer who elects to be covered by the provisions of this Clause 65.04 will be paid on the same bi-weekly basis as they were paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., will be made in the usual manner. In the application of this Clause 65.04 it is understood that active employment is severed and the Locomotive Engineer will not be entitled to future wage adjustments.
- (3) A Locomotive Engineer covered by the provisions of this Clause 65.04 will be compensated on the basis of 65% of the basic weekly pay as defined in sub-clause (9) of this Clause 65.04. Such pay will be considered as pensionable earnings in the application of the Pension Rules.
- (4) A Locomotive Engineer covered by the provisions of this Clause 65.04 will, at the time they qualify for early retirement under the Company's Pension Plan, also be entitled to a separation allowance in accordance with the terms contained in Clause 65.03 of this Article.
- (5) A Locomotive Engineer covered by the provisions of this Clause 65.04, while on the bridging plan, will accumulate credit for pension eligibility purposes and pension contributions will continue to be made.
- (6) A Locomotive Engineer who elects to be covered by the provisions of this Clause 65.04 shall be entitled to have their Group Life Insurance, Extended Health and Vision Care Plan and Dental Plan fully paid by the Company until they qualify for early retirement, at which time they will be entitled to the benefits outlined in sub-clause 65.03 (2).
- (7) A Locomotive Engineer who elects to be covered by the provisions of this Clause 65.04 will at the time of so electing, make an irrevocable application for bridging and early or normal retirement as the case may be to the appropriate Company Officer and, except as provided in this Section of this Article, he will not be entitled to any other benefits provided elsewhere in this Article.
- (8) All payments under this Clause 65.04 shall cease upon the death of the Locomotive Engineer.
- (9) For the purpose of this Clause 65.04, the term "basic weekly pay" is defined as follows:
  1. For a Locomotive Engineer assigned to a regular position in yard service, five days or 40 hours straight-time pay, including the shift differential when applicable, shall constitute their "basic weekly pay".
  2. For a Locomotive Engineer in road service, including Locomotive Engineer on Spareboards, the "basic weekly pay" shall be one-fifty second (1/52) of the total earnings of such Locomotive Engineer during the preceding twenty six full pay periods.

3. When computing "basic weekly pay" pursuant to paragraph 2 above, any pay period during which a Locomotive Engineer is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which a Locomotive Engineer is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off, together with the earnings of a Locomotive Engineer in that period shall be subtracted from the 26 pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

#### 65.05 SEVERANCE PLAN

- (1) At the discretion of the Company, a Locomotive Engineer with a seniority date as a Locomotive Engineer or Trainperson/Yardperson subsequent to March 7, 1979 but before June 18, 1990, may, upon submission of a formal resignation from the Company's service, be granted a severance payment of \$50,000. An additional \$15,000 will be paid in the event the Locomotive Engineer resigns within sixty (60) days from the date of the bulletin advertising attrition opportunities.
- (2) At the discretion of the Company, a Locomotive Engineer with a seniority date as a Locomotive Engineer or Trainperson/Yardperson on or before March 7, 1979, who does not meet the eligibility criteria for an early retirement separation allowance, may, upon submission of a formal resignation from the Company's service, be granted a severance payment of \$70,000. An additional \$15,000 will be paid in the event the Locomotive Engineer resigns within sixty (60) days from the date of the bulletin advertising attrition opportunities.
- (3) A Locomotive Engineer who elects to receive a severance allowance pursuant to sub-clauses (1) or (2) of this Clause 65.05 will be entitled to have his Group Life Insurance and Extended Health and Vision Care Plan fully paid by the Company for one year.
- (4) At the request of the Locomotive Engineer, arrangements can be made to have these severance payments paid to the locomotive engineer in three instalments.

**Note:** To Clauses 65.03, 65.04 and 65.05. Notwithstanding anything in Clause 65.02 to the contrary, no payment pursuant to Clauses 65.03, 65.04 and 65.05 herein will be made that is greater than the amount that the individual would have earned had they remained in service until attaining the age of normal retirement under the Canadian Pacific Limited Pension Plan.



# CONDUCTORS, TRAINMEN & YARDMEN PROVISIONS

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**ARTICLE 66 -           CONSIST OF ROAD CREWS IN OTHER THAN PASSENGER & SELF PROPELLED SERVICE**

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Note: Formerly Article 9 CTY West and East.

66.01 Except in passenger service and on self-propelled equipment, a train crew in any class of Road Service shall consist of not less than a Conductor and two Brakemen, except as provided hereunder:

- (1) All train crews in any class of freight service operating on the subdivisions outlined in this sub-clause 1 are, subject to the provisions of Item 3 hereof, considered to be "reducible crews":

<b>West Subdivision</b>	<b>From</b>	<b>To</b>
Broadview	Brandon	Broadview
Indian Head	Broadview	Moose Jaw
Swift Current	Moose Jaw	Swift Current
Laggan	Calgary	Field
Mountain	Field	Revelstoke
Shuswap	Revelstoke	Kamloops
Thompson	Kamloops	North Bend
Cascade	North Bend	Vancouver
Carberry	Winnipeg	Brandon
Maple Creek	Swift Current	Medicine Hat
Brooks	Medicine Hat	Calgary
Leduc	Red Deer	Edmonton

<b>East Subdivision</b>	<b>From</b>	<b>To</b>
Adirondack	Brookport	Breslay
Belleville	Smiths Falls	Toronto
Cartier	North Bay	Cartier
Nemegos	Cartier	Chapleau
White River	Chapleau	White River
Heron Bay	White River	Schreiber
Nipigon	Schreiber	Thunder Bay
McAdam	Mills Street, St. John	McAdam
Vaudreuil	Montreal West	Vaudreuil
Winchester	Vaudreuil	Smiths Falls

Chalk River	Smiths Falls	Chalk River
North Bay	Chalk River	North Bay
Galt	Toronto	London
Windsor	London	Windsor
MacTier	West Toronto	MacTier
Parry Sound	MacTier	Romford

- (2) In the event that C.T.C. or A.B.S. is installed on any subdivision not listed in Item 1 hereof, or the requirement under the C.R.O.R. to provide manual flagging to the rear can be removed by train order on any non-signalled subdivision, train crews in any class of service working on such subdivision(s) will also be considered as "reducible crews" provided the conditions outlined in Item 3 hereof can be met.

Prior to the implementation of the use of reduced crew(s) on any non-signalled subdivision(s) on which the requirement under the C.R.O.R. to provide manual flagging to the rear can be removed by train order, the General Manager shall notify the General Chairman at least 30 days in advance.

**Note:** This Item 2 does not prevent the operation of a reduced crew on territory where flagging may be required under C.R.O.R. Rule 102.

- (3) Where, pursuant to Items 1 and 2 hereof, a reducible crew is operated on the territory outlined therein, such crew may be reduced by one Brakeperson, provided:
- that trains are supplied with radios, which provide end-to-end communication so, that there will be instantaneous and continuous communication available between the Conductor of the train in or out of the caboose and the Locomotive Engineer;
  - that steel cabooses with cushioned drawbar and safety glass are supplied;
  - that no train operated with a reduced crew shall be put in motion at any time except on receipt by the Locomotive Engineer of a clear direction to do so from the Conductor of such train;
  - that, except in the event of an emergency affecting the movement of the train, when the requirement under the C.R.O.R. to provide manual flagging to the rear is removed by train order, the removal of such requirement shall be effective for the complete tour of duty.

Sub-clauses (4)- (10) Agreed to archive in 2007 MOS (Appendix 32.)

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**ARTICLE 67 - CONDUCTOR-ONLY OPERATION IN FREIGHT SERVICE**

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Note: Formerly Article 10 CTY West and East.

**67.01 DEFINITIONS****"Attrition Opportunities"**

Attrition Opportunities mean permanent separations of employees as defined herein as provided in Clause 67.05 hereof, that facilitate implementation of full Conductor-Only operations.

**"Conductor-Only Trains"**

A Conductor-Only train is a train operating with a train crew consisting of a Conductor only.

**"First Brakeperson"**

The position of first Brakeperson is the position of Brakeperson when there is one Brakeperson on a crew.

**"Second Brakeperson"**

The position of second Brakeperson is the additional position of Brakeperson when there are two Brakepersons on a crew.

**"Protected Employee"**

A protected employee for purposes of filling a position of first Brakeperson is an employee having a seniority date in train or Yard Service on or before June 18, 1990.

A protected employee for purposes of filling a position of second Brakeperson is an employee having a seniority date in train or Yard Service on or before March 7, 1979.

**"Required Position"**

A required position shall consist of a Conductor; a Brakeperson on a road freight crew where determined by the Company that such position is needed; a position on a Road, Common or Yard Spare board; or a position in Yard Service.

**"Non-Required Position"**

A non-required position is a position of Brakeperson on a road freight train that has been determined by the Company as not being needed subject to the requirement of Clause 67.02.

**67.02 PARAMETERS FOR CONDUCTOR-ONLY OPERATIONS**

Notwithstanding the provisions of Article 9 - Archived, all trains in freight service, except Roadrailer Service covered by separate Memorandum of Agreement, in other than passenger and self-propelled service, may operate Conductor-Only subject to the following requirement:

### (1) **RUN CABOOSELESS**

The train to be operated with a Conductor-Only crew will be run caboosless pursuant to Article 83.

### (2) **INITIAL TERMINAL**

- Where yard crews are employed a Conductor-Only crew is restricted to performing switching on their own train at the initial terminal. Such yard crews need not actually be on duty to constitute such prohibition. Where road switchers are paid under yard rates and conditions, they are considered to be yard crews for the purpose of this clause.
- Conductor-Only crews performing switching at the initial terminal or required to pickup a car or block of cars within the terminal, at the originating yard or to make one stop at another yard enroute to departure from the initial terminal to pick up a car or block of cars will receive the Conductor-Only premium payment.
- A Conductor-Only crew required to perform any combination of the above at one or more locations within the terminal will be compensated on the minute basis from the time the crew commences such work until such time as the train is together for final departure, with a minimum payment of one hour. This work is not a stop enroute.

Where no yard crews are employed a Conductor-Only crew may perform other switching as necessary at initial terminals.

**Note:** The application of the foregoing will not result in the reduction of assignments. The effects of the application will be tracked and recorded for the purpose of gauging the effect on Trainpersons. When the effect equals an immediate and/or ongoing job loss based on monthly mileage, each job loss will result in a severance opportunity, bridging or early retirement using the formula outlined in Clause 67.05. For the purpose of calculating any impact of this provision, a benchmark is established upon implementation.

### (3) **ENROUTE**

- A Conductor-Only crew will not be required to make more than five stops enroute, between the initial and final terminal to perform work enroute. There is no prohibition on switching at these locations except at enroute locations where yard crews are employed.
- At enroute locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, Conductor-Only crews will not be required to perform work other than to pick-up and/or set off a car or a block of cars.

**Note:** When a Trainperson is reduced from a Roadswitcher or Wayfreight the provisions of this article will apply. When the application of this provision results in a Roadswitcher or Wayfreight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

**(4) FINAL TERMINAL**

- A Conductor-Only crew is limited to doubling their train at the destination yard to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train.
- A Conductor-Only crew may be required to set-off a car or block of cars at the destination yard at the final terminal or at another yard within the final terminal enroute to the destination yard. This will not be considered as a stop enroute.

(5) Notwithstanding the provisions of (4) above, a Conductor-Only crew is restricted to performing switching on its own train at the final terminal. However, this would not be a common occurrence, it will be the exception rather than the rule.

(6) The Conductor-Only crew will be required to marshall the train to conform with the requirement of the rules and special instructions governing the marshalling of trains, as a consequence of the set-off of a bad order car, the pick-up or set-off of cars as contemplated in this Clause 67.02 or the discovery of a marshalling violation.

(7) In respect to their own train;

- the set-off of a bad order car(s) enroute or in the terminal;
- the lift of a bad order car(s) after being repaired in the terminal;
- the handling of diesel units, including robotizing and conventionalizing;
- doubling at the initial terminal to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train; or
- the handling of an SBU; shall not be considered a set-off, pick-up or switching pursuant to Clause 67.02, sub Clauses 2), 3), 4), 5) and will not result in a Conductor-Only premium payment.

67.03 On subdivisions on which the Company has notified the Union that Conductor-Only operations will be implemented, trains will be operated with a Conductor-Only train crew at any time thereafter in accordance with the following:

(1) Employees with a seniority date on or before June 18, 1990 will be entitled to fill a non-required first Brakeperson's position.

Only Employees with a seniority date on or before March 7, 1979 will be entitled to fill a non-required second Brakeperson's position subject to the provisions of Article 9 (Archived).

- (2) All positions, whether required or non-required, will be advertised at the general advertisement of assignments; upon the setting up of new assignments; and/or upon the creation of a permanent vacancy in assigned Road or Yard Service. Only those required positions will be filled unless circumstances are such that the other provisions of this Clause 67.03 pertaining to the placement of protected employees in non-required positions can be applied.

Required positions will be awarded to the senior protected employee applying therefore.

- (3) Required position(s) for which no applications are received from protected employees at the terminal or outpost thereto will be filled in the following order;
- The junior protected employee(s) with a seniority date subsequent to March 7, 1979 not holding required positions at the terminal or outpost location thereto.
  - Protected pre-March 7, 1979 employees not holding required positions at that terminal or outpost thereto.

**Note:** A protected employee with a seniority date on or before March 7, 1979 cannot be forced to any position outside of the home terminal or outpost thereto where they are employed. If employed at an outpost terminal, they cannot be forced back to the main home terminal, which provides relief to that terminal.

A protected employee may be forced, from a non-required position, to a required position, whether vacant or filled by an unprotected employee. In such circumstances the protected employee, provided they occupy the required position to which forced, will be entitled to a Conductor-Only Maintenance of Basic Rate pursuant to the terms and conditions of this article.

- Protected employees with a seniority date subsequent to March 7, 1979, not holding required positions may be assigned to fill any required position at a main home terminal adjacent thereto in any direction on the Master Seniority Territory not filled by a protected employee.
- Notwithstanding the application of Clause 67.03, sub-clause (3) first, second and third bullet points above, if a permanent required position remains unfilled, it will be filled by the senior unprotected employee not holding a required position in the sub-zone in which the permanent position exists.
- If there is no unprotected employee available in that sub-zone, the position will be filled by the senior unprotected employee not holding a required position in the zone.
- If there is no unprotected employee available in the zone, the position will be filled by the unprotected employee not holding a position on the Superintendent's Division as they existed in 1992 on a senior may/junior must basis.

- If there is no unprotected employee available in the Superintendent's Division as they existed in 1992, the position will be filled by the unprotected employee not holding a required position on the seniority district on a senior may/junior must basis.
- (4) Temporary Relocation – Unprotected Employees:
- Employees temporarily required to work at another home terminal under sub-clause 67.03 (3) bullet points 6 and 7 will be supplied transportation to and from the shortage location at the beginning and end of the assignment, and adequate accommodation. Accommodation may include a Company Resthouse provided such accommodation does not regularly deplete accommodation for pool employees. In the event a commercial facility, such as a hotel or motel, is used, the Company will ensure the availability of cooking facilities or that a restaurant facility is available.
  - In lieu of the benefits as provided in sub-clause 67.03 (4) first bullet point above, it may be mutually agreed upon locally to provide an employee with an automobile allowance of \$45.00 per week.
  - Employees temporarily required to work at another home terminal under this provision may be required to work at the shortage location for 7-day period of up to 90 days or the next change of card, whichever is the later date. They will, however, be subject to recall to their home terminal in seniority order. Should they not accept recall, the shortage location will become their new home terminal and no benefits under this provision will continue to apply. Employees no longer required prior to the time limits outlined herein will be released from the shortage location on a senior may/junior must basis,
  - Upon notification of the requirement to work at another home terminal, employees will be given a reasonable period of time to allow for transportation to the shortage location.
- (5) Between the General Advertisement of Assignments, protected employees awarded required positions pursuant to sub-clause 67.03 (3), or an employee who bids and is awarded a required position and as a result the number of non-required positions is reduced, will be entitled to a Conductor-Only MBR.
- (6) When there are two or more required positions to be filled pursuant to Clause 67.03, sub-clause (3), the positions will be awarded among the employees required to fill them in accordance with their seniority.
- (7) Protected employees who are not awarded or assigned to required positions pursuant to Clause 67.03, sub-clause (3), will be permitted to claim, in seniority order, non-required first Brakeperson's positions to the extent that such positions are available at the terminal.
- (8) In the event there are more protected employees not awarded or assigned to required positions at a terminal than there are non-required first Brakeperson's positions available at that terminal, to the extent of this excess, second Brakeperson's furlough positions which are available may first be claimed in seniority order by protected employees with a seniority date on or prior to March 7, 1979.

**Note:** Employees who are eligible for early retirement according to the pension rules may not bid for non-required positions.

- (9) The maximum number of non-required positions available at each terminal will be determined according to Articles 9 (Archived) and this article of the Collective Agreement and by using the following formula:
- The maximum number of non-required positions available is equal to the number of pool Conductors multiplied by two (2), plus an adjustment for the Spareboard.
  - A relief factor of twenty five per cent (25%) will be used to adjust for the loss of Spareboard jobs as a result of not filling non-required vacancies. Upon implementation of furlough, a one time snapshot will be taken of past non-required Trainpersons pool sizes at each location and 25% of those positions will be identified as non-required positions.
  - Adjustments to the number of non-required positions will take place anytime the pools are adjusted, however the Spareboard adjustment in the above bullet point will be established at the time of initial implementation of furlough at each location and will remain constant.
- (10) Employees awarded a non-required position are not entitled to collect a Conductor-Only M.B.R. However, an employee awarded a non-required position will continue benefit entitlement to any other MBR/incumbency pursuant to the agreements under which they are provided.
- (11) Successful applicants for a non-required position will not be required to report for active duty on such positions but will be entitled to claim:
- East of Thunder Bay: 113 miles per day for each day assigned as a non-required Brakeperson, at the Brakeperson freight service rate of pay.
  - Thunder Bay and West: 100 miles per day for each day assigned as a non-required Brakeperson, at the Brakeperson freight service rate of pay.
  - Furloughed employees will not be entitled to an additional payment on a General Holiday.
- (12) Furloughed employees are considered to be active employees and are entitled to all benefits including pensionable service. As an example, furloughed employees will be credited for each day so assigned for the purposes of;
- calculation of entitlement for annual vacation and cumulative compensated service.
  - shift or tour of duty in qualifying for payment of a general holiday.
  - in reducing discipline with regard to the Brown System of Discipline.



(13) Furloughed employees are required to:

- confirm their status with CMC when regular pool and Spareboard adjustments are made,
- keep the appropriate Company Officer advised of current address and telephone contact number(s),
- keep their rules and medical qualification current,
- report to the proper Company Officer when disabled or unable to respond if required in accordance with applicable items above.

(14) All miles accumulated while on furlough are chargeable miles against the individual's monthly mileage limitation except that miles made filling a temporary vacancy in accordance with Clause 67.03, sub-clause (16), first bullet point, will not be chargeable to the individual's monthly mileage limitation but will be chargeable to the Spareboard for the purposes of regulation of the Spareboard.

(15) Temporary vacancies of less than six days in Road service, or five days in Yard Service, on required positions, will be filled by the first out available employee on the Spareboard.

(16) Furloughed employees, protected employees on SUB, or laid off may be called upon in the event that the Spareboard is depleted and a temporary vacancy exists in the following order, unless otherwise provided in local rules:

- Furloughed employees who have indicated their desire to work such positions will be called in seniority order. Employees missing a call for work will not be called again, unless they resubmit their request to be called for such work,
- Protected employees on SUB according to the protocol contained in the letter attached to this article, dated November 19, 1992,
- Laid off unprotected employees, in seniority order,
- Furloughed employees who have not indicated their desire to work such positions.

(17) There will be no monetary penalty to a furloughed employee for missing a call.

(18) Furloughed employees used on temporary vacancies will be compensated for their tour of duty in addition to the payment specified in Clause 67.03, sub-clause (11), first two bullet points above. The call or failure to call furloughed employees for temporary vacancies will not constitute grounds for a runaround claim.

(19) When no application is received from a protected employee for a known temporary vacancy of more than six days in Road Service or five days in Yard Service, on a required position, it will be filled as provided in Clause 67.03, sub-clause (3) of this article. This will not create a vacancy in the non-required position nor will other employees be entitled to a runaround as a result of this clause.

- (20) Furloughed employees who are qualified Locomotive Engineers, Yardmasters or Car Retarder Operators are not exempted from the terms and conditions governing their respective recall responsibilities.
- (21) The furlough of non-required employees will not impact upon the current entitlement of other protected employees to Supplemental Unemployment Benefits or attritions contained in this article.
- (22) It is understood that any crew in freight service may be operated with more crewmembers, should the Company deem it appropriate, than the minimum required pursuant to this Article.
- (23) Adjustments to pools or Spareboards will continue to be handled as at present.

#### 67.04 **LENGTH OF RUN ALLOWANCE**

Conductors on trains on which no Brakeperson forms part of the crew consist pursuant to this Article, except Roadrailer Service, will be paid the length of run allowance.

#### 67.05 **ATTRITION OPPORTUNITIES**

**Note:** Employees who have voluntarily transferred to a terminal on their seniority district where a surplus of protected employees exists, shall be restricted from applying for Conductor-Only attrition opportunities at the terminal for a period of six months from the date of their transfer.

- (1) Attrition opportunities for eligible protected employees as outlined in Sections A, B and C hereof will be provided at each main home terminal to the extent necessary to achieve implementation of full Conductor-Only operation at that location pursuant to this Article.
- (2) A bulletin for applications from protected employees for these attrition opportunities will be issued at each terminal, within 60 days from the date of signing of this (1992) Memorandum of Agreement. The bulletin will close 30 days following its date of issue.
- (3) Applicants for these opportunities will be awarded on the basis of Trainperson/Yardperson seniority.
- (4) An employee whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.
- (5) Subsequent to these attrition opportunities being awarded as per paragraph (3) above, eligible protected employees may apply at any time for an attrition opportunity. The application for the attrition opportunity will be approved provided it will achieve the objective identified in paragraph (1) above. An employee whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.

## SECTION A SEPARATION PLAN

- (1) A protected employee working in a position covered by this Agreement, who is eligible for Early Retirement under the Company's Pension Plan, will be entitled to elect to take early retirement and to receive a monthly separation allowance until age 65 which, when added to their Company pension, will give them an amount equal to a percentage of their average annual earnings over their best five-year period, as defined under the pension rules, in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	Percentage Amount as Defined Above
35 and Over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25	60%

- (2) An employee who elects to be covered by the provisions of Item 1 of this Section A shall be entitled to have their Group Life Insurance and Extended Health and Vision Care benefits continued, fully paid by the Company, until age of normal retirement, at which time they will be provided a Paid-up Life Insurance Policy, fully paid by the Company, in an amount equal to that in effect in the applicable existing Collective Agreement.
- (3) The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five (65).
- (4) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of their monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (5) An employee who elects benefits under this Section A will not be entitled to any other benefits provided elsewhere in this Article.

## **SECTION B BRIDGING PLAN**

- (1) A protected employee who is within five years of eligibility for Early Retirement or Normal Retirement under the Company's Pension Plan will be entitled to a bridging benefit as defined herein.
- (2) An employee who elects to be covered by the provisions of this Section B will be paid on the same bi-weekly basis as they were paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., will be made in the usual manner. In the application of this Section B it is understood that active employment is severed and the employee will not be entitled to future wage adjustments.
- (3) An employee covered by the provisions of this Section B will be compensated on the basis of 65% of the basic weekly pay established according to the provisions that follow. Such pay will be considered as pensionable earnings in the application of the Pension Rules.
  - Regularly assigned Yard Service employees; 40 hours straight time pay, including shift differential when applicable.
  - Regularly assigned to a Yard Service Spareboard: one-quarter ( $\frac{1}{4}$ ) of the monetary equivalent of the monthly guarantee for yard Spareboard employees.
  - Regularly assigned Road Service employees, including those on Road, Common or joint Spareboards: one-fifty second ( $\frac{1}{52}$ ) of the total earnings of the employee during the twenty- six (26) full pay periods preceding bridging.
  - Any pay period during which an employee is absent for seven consecutive days or more because of: bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence; laid off, or in which a Union Officer is unavailable for duty for less than seven days as a result of Union business, together with the earnings of the employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances, the bridging basic weekly pay shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
- (4) An employee covered by the provisions of this Section B will, at the time they qualify for early retirement under the Company's Pension Plan, also be entitled to a separation allowance in accordance with the terms contained in Section A, Separation Plan, of this Clause.
- (5) An employee covered by the provisions of this Section B, while on the bridging plan, will accumulate credit for pension eligibility purposes and pension contributions will continue to be made.
- (6) An employee who elects to be covered by the provisions of this Section B shall be entitled to have their Group Life Insurance, Extended Health and Vision Care Plan and Dental Plan fully paid by the Company until the employee qualifies for early retirement, at which time the employee will be entitled to the benefits outlined in Item 2 of Section A, Separation Plan.

- (7) An employee who elects to be covered by the provisions of this Section B will at the time of so electing, make an irrevocable application for bridging and early or normal retirement, as the case may be, to the appropriate Company Officer and, except as provided in this Section of this Article, they will not be entitled to any other benefits provided elsewhere in this Article.
- (8) All payments under this Section B shall cease upon the death of the employee.

### **SECTION C SEVERANCE PLAN**

- (1) All unprotected employees with a seniority date on or prior to June 3, 1992, will be paid a severance payment of \$13,000. Should such employees request in writing to maintain an employment relationship with the Company, their names will be continued on the seniority list on which they are presently shown; otherwise their records will be closed.
- (2) A protected employee with a seniority date subsequent to March 7, 1979, may, upon submission of a formal resignation from the Company's service, claim a severance payment of \$50,000. An additional \$15,000 will be paid in the event the employee resigns within sixty (60) days from the date of implementation.
- (3) A protected employee with a seniority date on or before March 7, 1979, who does not meet the eligibility criteria for an early retirement separation allowance, may, upon submission of a formal resignation from the Company's service, claim a severance payment of \$70,000. An additional \$15,000 will be paid in the event the employee resigns within sixty (60) days from the date of implementation.
- (4) An employee who elects to receive a severance allowance pursuant to items (2) or (3) of this Section C will be entitled to have their Group Life Insurance and Extended Health and Vision Care Plan fully paid by the Company for one year.
- (5) At the request of the employee, arrangements can be made to have these severance payments paid to the employee in three instalments.

**Note:** To Sections A, B and C.

Notwithstanding anything in this clause 67.05 to the contrary, no payment pursuant to Sections A, B and C herein will be made that is greater than the amount that the individual would have earned had they remained in service until attaining the age of normal retirement under the Canadian Pacific Railway Pension Plan.

**Note:** Clauses 10.06 – 10.11 Agreed to archive in 2007 MOS (Appendix 32).

**LETTER RE: CONDUCTOR-ONLY OPERATIONS VANCOUVER/COQUITLAM TERMINAL**

TORONTO, August 31, 1992

Mr. L.O.Schillaci  
General Chairman  
United Transportation Union  
404 – 630 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Mr. Schillaci:

This refers to the Memorandum of Settlement signed in Montreal on June 4, 1992 in respect of Conductor-Only operations and related to the payment for service at initial and final terminals.

You expressed concern that the implementation of Conductor-Only operations would abrogate the present agreement concerning the yarding of certain trains and direct delivery of traffic in the Vancouver/Coquitlam Terminal. This will confirm the understanding given you that the provisions of Article 2(b) (iii) and Article 2(d)(ii) of the Memorandum of Settlement signed June 4, 1992 will not apply to the operation as outlined in that agreement and the payment as contained in that special agreement will continue to apply. Article 9A of the Collective Agreement will not be utilized expressly to circumvent the present arrangements for payment which are now in place and are provided for by a separate agreement.

Yours truly,

(Sgd) R. Colosimo  
(for) General Manager  
Operations & Maintenance – Pacific  
Heavy Haul – Canada

Cc: Messrs: L. Olson  
B. Marcolini

**LETTER RE: CONDUCTOR ONLY WINNIPEG**

TORONTO, August 31, 1992

Mr. L.O. Schillaci  
General Chairman  
United Transportation Union  
404 - 630 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Dear Mr. Schillaci:

During our discussions with respect to concluding the Conductor-Only Agreement, the Company expressed concern that the present practice of yarding and assembling trains in more than two tracks for operation reasons at Winnipeg, would be continued and that Articles 2(b) and 2(d) of the Memorandum of Settlement dated June 4, 1992 would not disturb this practice.

You gave assurance during our meetings that this practice which was negotiated by Local Company and Union Officers would remain unchanged with the implementation of Conductor-Only operation.

Yours truly,

(Sgd) R. Colosimo

(for)General Manager  
Operation & Maintenance - Prairie

cc: Messrs L. Olson  
B. Marcolini

**LETTER RE: CONDUCTOR ONLY FINAL TERMINAL**

TORONTO, August 31, 1992

Mr. L.O. Schillaci  
General Chairman  
United Transportation Union  
404 – 630 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario  
M1H 2A5

Dear Sirs:

This has reference to the Memorandum of Settlement signed in Montreal on June 4, 1992 concerning Conductor-Only freight operations, and has particular reference to the application of Articles 2(b) (iii) and 2(d) (ii).

You were concerned that these provisions could be interpreted to permit the transfer of cars between yards in a terminal and, accordingly, the words "set off" or "pick up" were not included in Articles 2(b) (iii) or 2(d) (ii) respectively.

You did agree, however, that notwithstanding the absence of these words, Conductor-Only crews would continue the present practice of picking up a car or block of cars at a yard within a final terminal enroute to the destination yard provided that such cars would be continuing through on that train, as is now the practice at Toronto and Montreal. A car or a block of cars arriving on a through train, at Toronto and Montreal, could similarly be handled by a Conductor-Only crew from the originating yard and set off at another yard within the initial terminal during the departure move for that train.

During these discussions, you committed that, should new operating conditions arise at other locations which required similar work to be done, you would consider these cases on an individual basis.

If the above understanding meets with your concurrence, would you please so indicate in the space below.

Yours truly,

(Sgd) R. Colosimo  
Vice-President  
Industrial Relations

I concur:

(Sgd) J. R. Austin      (Sgd) L. O. Schillaci  
General Chairman      General Chairman  
Cc: Messrs. B. Marcolini, L. Olson



**LETTER RE: CONDUCTOR ONLY FREIGHT OPERATIONS (EAST APPLICATION)**

TORONTO, August 31, 1992

Mr. L. O. Schillaci  
General Chairman  
United Transportation Union  
404-630-8th Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario  
M1H 2A5

Dear Sirs:

This has reference to the Memorandum of Settlement, signed in Montreal on June 4, 1992 concerning Conductor-only freight operations, and has particular reference to the application of Articles 2(b) (ii) and 2(d) (ii).

You were concerned that these provisions could be interpreted to permit the transfer of cars between yards in a terminal and accordingly, the words "set off" or "pick up" were not included in Articles 2(b) (ii) or 2(d) (ii) respectively.

You did agree, however, that notwithstanding the absence of these words, conductor-only crews would continue the present practice of picking up a car or block of cars at a yard within a final terminal en route to the destination yard provided that such cars would be continuing through on that train, as in now the practice at Toronto and Montreal. A car or a block of cars arriving on a through train, at Toronto and Montreal, could similarly be handled by a Conductor-only crew from the originating yard and set off at another yard within the initial terminal during the departure move from that train.

During these discussions, you committed that, should new operating conditions arise at other locations which required similar work to be done, you would consider these cases on an individual basis.

If the above understanding meets with your concurrence, would you please so indicate in the space below.

Yours truly,

(Sgd.) R. Colosimo  
Vice-President  
Industrial Relations

I CONCUR:

(Sgd.) J. R. Austin      (Sgd.) L. O. Schillaci  
General Chairman      General Chairman

Cc: Messrs. B. Marcolini L. Olson

## CONDUCTOR ONLY QUESTIONS AND ANSWERS

### CLAUSE 67.02

- (Q.1) On occasion, trains are called upon by the Customs Officer to set out individual cars for inspection at terminals. Is this considered a stop enroute under the Conductor-Only Agreement?
- (A.1) It will not be considered a stop pursuant to Clauses 67.02, sub-clause (2) second bullet point and 2(2) (d), however, payment will apply pursuant to Clause 67.02, sub-clause (5), switching at the initial or final terminal.
- (Q.2) When performing work at an enroute location, are there any restrictions regarding the number of cars that can be held onto while performing the work?
- (A.2) No.
- (Q.3) Can the Company request a sixth (6) enroute stop from a Conductor-Only crew?
- (A.3) No.
- (Q.4) If, notwithstanding Q & A 67.02(3), such a request was made and the Conductor declined, would the Company take the position that the crew is refusing duty?
- (A.4) No.
- (Q.5) If a yard contains a number of tracks that can hold my train in its entirety, can I be requested to double out of or into two or more smaller tracks rather than use the long track?
- (A.5) Yes, it may be necessary on occasion for a train to double into or out of two or more tracks even when there are tracks available to hold the entire movement if such will facilitate the operation of the yard.
- (Q.6) Can a Conductor-Only crew be required to pick up cars at more than two locations at the initial terminal when moving the engine from the shop track to the train?
- (A.6) The rule provides for only one pick-up in the terminal not to be considered a stop enroute.
- (Q.7) How is it determined whether I have made a stop in a terminal pursuant to Clauses 67.02, sub-clause (2) or (4) or a stop enroute pursuant to Clause 67.02, sub-clause (3)?
- (A.7) Stops within the OMTS or designated points, are considered stops within a terminal and stops outside the OMTS or designated points are considered to be enroute.
- (Q.8) Is the robotizing or making conventional of trains considered to be a stop and/or switching?
- (A.8) No. As specified in Clause 67.02, sub-clause (7) this is not considered a stop or switching and there will be no additional payment.
- (Q.9) Will the installation or removal of a SBU to/from a train be considered switching at the initial or final terminal for which the payment of a minimum of 1 hour will be paid?
- (A.9) No.

- (Q.10) Is the additional mileage that is paid for lifts, set-offs and switching charged against an employee's personal mileage?
- (A.10) No. These miles will not be included in the calculation of a Trainperson's personal miles and will not be used in the regulation of the working list.
- (Q.11) Will Conductor-Only payments, e.g. switching enroute or permitted work within a terminal, be used to make up a minimum day?
- (A.11) No. Refer to 68.02, paragraph (4).
- (Q.12) Is the actual time occupied in performing work enroute, and for which a Conductor-Only crew is compensated as per Clause 67.02, sub-clause (3), to be included in the computation of entitlement to overtime?
- (A.12) The time actually occupied in performing work for which a Conductor is compensated under the provisions of Clause 67.02, sub-clause (3) is to be deducted from road time in the calculation of entitlement to overtime.
- (Q.13) If a train with a dimensional shipment places that shipment into a siding or passing track, so as to allow another train to pass it and then proceeds on with that shipment, will this be considered a stop as defined by the Conductor-Only Agreement?
- (A.13) No. This is not a stop for the purpose of setting off a car and as such it will not be counted and no payment will be made.
- (Q.14) Does this agreement apply to trains in all Road Service?
- (A.14) Yes, except for passenger service, provided all the criteria contained in Clause 67.02 can be met.

**CLAUSE 67.03**

(Q.1) What are the main home terminals referred to in this Article?

(A.1) The main home terminals referred to are:

Adjacent Terminals with respect to Protected Post March 7, 1979 Employees

**WEST HOME TERMINALS**

<b>HOME TERMINAL</b>	<b>EXCERCISE SENIORITY TO:</b>
Thunder Bay	Kenora
Kenora	Thunder Bay
Winnipeg	Brandon Minnedosa
Brandon	Winnipeg Minnedosa
Minnedosa	Brandon Winnipeg
Moose Jaw	Sutherland
Wynyard	Sutherland
Sutherland	Moose Jaw Wilkie Wynyard
Wilkie	Sutherland
Lethbridge	Calgary Medicine Hat
Medicine Hat	Calgary Lethbridge
Calgary	Red Deer Lethbridge Medicine Hat
Red Deer	South Edmonton Calgary
South Edmonton	Red Deer
Nelson	Cranbrook
Cranbrook	Revelstoke Nelson
Revelstoke	Kamloops
Kamloops	Coquitlam Roberts Bank Revelstoke
Roberts Bank	Kamloops Coquitlam
Coquitlam	Kamloops, Roberts Bank

## EAST HOME TERMINALS

HOME TERMINAL	EXERCISE SENIORITY TO:
Kentville	Saint John
Saint John	Kentville Aroostook
Aroostook	Saint John
Farnham	Montreal
Trois Rivieres	Montreal
Montreal	Farnham Trois Rivieres
Smiths Falls	Toronto Montreal (Commuter Trains)
Hamilton	Toronto London
London	Hamilton Toronto
Toronto	Smiths Falls Hamilton London
Sault Ste. Marie	Chapleau North Bay (Sudbury) Mactier
Mactier	Chapleau North Bay (Sudbury) Sault St. Marie
Chapleau	Schreiber North Bay (Sudbury) Mactier Sault Ste. Marie
Schreiber	Chapleau

**Note:** When adjacent Home Terminals are referred to, it is understood that this includes all outpost terminals thereto.

- (Q.2) When the general advertisements are prepared for the semi-annual bulletining, will the Local Chairman be consulted?
- (A.2) Yes.
- (Q.3) In application of Clause 67.03, sub-clause (3), second bullet point, if I am the senior of the employees forced to take a required position at another terminal and I choose the position that I wish to fill, am I considered to have taken the job voluntarily and forfeit any relocation expenses?
- (A.3) No. Under the application of Clause 67.03, sub-clause (6), with respect to this particular example, you will be forced to another terminal anyway. The only volunteer action on your part is the choice of position filled. Since you will be required to relocate, you will be entitled

to relocation benefits.

- (Q.4) I work in Terminal A and I am forced to fill a required position in Terminal B immediately to the east of Terminal A. Can I later be forced to Terminal C, which is to the east of Terminal B, i.e. so that I would now be two terminals away from my original home terminal?
- (A.4) This is hypothetically possible. However, so long as you remain on a required position at terminal B you cannot be forced away from that terminal pursuant to the Conductor-Only Agreement. If, however, you were to lose your required position, i.e. it was abolished, then you could be forced to a required position in Terminal C rather than allowing you to fill a non-required position either in Terminal A or Terminal B.
- (Q.5) What does it mean in Clause 67.03, sub-clause (3), forth and fifth bullet point, when it refers to "senior unprotected employee not holding a required position"?
- (A.5) Since an unprotected employee is not permitted to hold a non-required job, the individual referred to is in fact laid off.
- (Q5a) What does it mean in Clause 67.03, sub-clause (3), sixth and seventh bullet point, when it refers to "unprotected employee not holding a required position"?
- (A.5a) Since an unprotected employee is not permitted to hold a non-required job, the individual referred to is, in fact, laid off.
- (Q.6) When a vacancy occurs at an adjacent home terminal and the forcing provision is used, would the junior protected employee not holding a required position be able to displace a junior protected employee holding a required position at their home terminal in preference to moving to the adjacent terminal?
- (A.6) Yes. However, in such circumstances the employee displacing a junior protected employee on a required position would not be considered as eligible for maintenance of basic rates. The MBR will be transferred to the employee who is forced.
- (Q.7) Can a protected employee fill a non-required 1st Brakeperson's position or are they laid off when the territory has been declared Conductor-Only?
- (A.7) A protected employee is entitled to fill a non-required position if one is available and cannot elect lay-off and take S.U.B. in lieu thereof.
- (Q.8) Do old homestead rights take precedence, i.e. TH&B (Montrose)?
- (A.8) This Article does not alter seniority rules except that a protected employee holding an unrequired position must occupy a required position in preference to an unrequired position at their terminal, subject to the rules outlined in this Article.
- (Q.9) Can Trainpersons be forced from terminal to terminal on implementation of Conductor-Only trains?
- (A.9) Protected employees (seniority date post March 7, 1979) not holding a required position may be forced to take a required position at an adjacent terminal. As well, unprotected Trainpersons may be forced to any home terminal on the master seniority district when required positions are not filled by protected employees in the order specified by Clause 67.03, sub-clause (3), forth, fifth, sixth and seventh bullet point.

- (Q.10) Can a protected employee be forced from a home terminal where Conductor only operations have not been implemented to a required position at the adjacent home terminal?
- (A.10) No. Obviously if Conductor-Only operation has not been implemented, that individual would be holding a required position.
- (Q.11) For what length of time can an employee be forced to a temporary vacancy at an adjacent home terminal vs. relocation?
- (A.11) When the vacancy occurs as a result of Trainperson/Yardperson being set up as a Locomotive Engineer, it shall be considered as temporary in line with the provisions of the Collective Agreement. In respect of all other circumstances, a vacancy will be considered as permanent after it has existed for a period of up to the effective date of the next General Ad or 90 calendar days, whichever is the later date.
- (Q.12) How will post-June 18/90 employees be called back to work, i.e. will it be by Master Seniority or by geographical location? Do they retain any seniority rights and if not what rate of pay will they be entitled to?
- (A.12) They retain their original seniority date and will be called back to work on the same basis as now exists and as specified by Clause 67.03, sub-clause (3), forth, fith, sixth and seventh bullet point, when there is a need for unprotected employees for required positions. They will retain and continue to accumulate cumulative compensated service for the purpose of applying the step rate provision.
- (Q.13) Must Article 66, Clause 66.01, sub-clause (6) (a), (Archived), be fulfilled prior to a pre-March 7, 1979 employee exercising their rights to fill a non-required position?
- (A.13) Yes, but only in respect to the occupying of non-required second Brakeperson positions. However, pursuant to Article 67, a pre-March 7, 1979 protected employee cannot be forced to fill a required position at another main home terminal or outpost thereto, an outpost terminal from their current terminal or points at which a work train is tied up enroute, but must take any required position in their own terminal in preference to occupying a non-required position.
- (Q.14) Should an employee be forced to an adjacent home terminal to fill a required position do they have the option of returning to their previous home terminal when they can hold a regular position as a Locomotive Engineer?
- (A.14) Yes, to the extent permitted by the BLE agreement.
- (Q.15) When a Trainperson is added to a crew on an ad hoc basis to allow for additional switching enroute, is the Conductor entitled to C-O payment and benefits?
- (A.15) Refer to Article 2, Clause 2.18.
- (Q.16) After an entire seniority territory is Conductor-Only, will an employee working a required position at one terminal be able to exercise their seniority to a required position at another terminal?
- (A.16) Yes. However, if as a consequence of the move there was a vacancy in a required position under circumstances where there were no protected employees left at that terminal, a protected employee could be forced from an adjacent terminal to fill that vacancy.

- (Q.17) Can an employee move from a required position at one terminal to a non-required position at another terminal?
- (A.17) No. Employees may only move from a required position to a required position.
- (Q.18) May a protected employee remain on layoff when a required position(s) is not filled with a protected employee(s) at another terminal on the Master Seniority District?
- (A.18) When there are no protected employees on lay-off or holding unrequired positions at the terminal where the vacancy exists, permanent vacancies as well as known vacancies on required position will be filled by the junior post 1979 protected employee at any of the adjacent home terminals who is laid off or holding an unrequired position.
- (Q.19) If I am the senior Conductor in a Conductor-Only terminal, can I remain there as a Brakeperson?
- (A.19) Under the seniority provisions of the Collective Agreement, you may work on a required Brakeperson's position or claim a non-required Brakeperson's position provided all other required positions are filled with protected employees. If you are a post March 7, 1979 employee you may be forced to an adjacent terminal to fill a required position unless at that time you exercise seniority to a required Brakeperson's position at your present terminal.
- (Q.20) Would a protected employee be forced to take a non-required position at an adjacent home terminal?
- (A.20) No.
- (Q.21) I am a protected post-March 7, 1979 Trainperson, who is also a Locomotive Engineer. After being forced to a required Trainperson/Yardperson position at an adjacent terminal, can I be required to work as a Locomotive Engineer at that terminal?
- (A.21) Yes, provided they have Engineer's seniority at that terminal.
- (Q.22) Can a Trainperson who is qualified as a Locomotive Engineer be forced to another terminal under the provisions of the TCRC LE Collective Agreement and thereby not be entitled to any benefits provided by the TCRC CTY Conductor-Only Agreement?
- (A.22) The Trainperson who is a qualified Locomotive Engineer will continue to have to work as such when required as per the present rules. When working as a Locomotive Engineer, they will be governed by the TCRC LE Collective Agreement and will no longer be governed by the Conductor-Only Agreement between CPR and the TCRC CTY.
- (Q.23) Will separate Conductor and Brakeperson pools be required for Conductor-Only operation?
- (A.23) Yes and where such separate pools are not now established; arrangements will be made to do so.
- (Q.24) Does an employee forced from the Furlough board to a required position collect a conductor-only MBR?
- (A.24) Yes, an employee forced from a non-required, to a required position is entitled to an MBR according to the Conductor-Only agreement.



(Q.25) Does the exercise of seniority from a non-required to required position trigger entitlement to a MBR?

(A.25) Under normal circumstances an employee simply bidding off the Furlough board to a required position would not be entitled to a MBR. If, however a vacancy in a required position exists that must be filled from the Furlough board, an employee who takes the required position from the Furlough board, whether by bid or by force, will be entitled to a MBR.

(Q.26) How are MBRs, as described, determined?

(A.26) In determining entitlement to Maintenance of Basic Rates there are a number of vacancy situations that must be dealt with. The TCRC (T) Collective Agreement as it applies to the bidding for vacancies or the filling of vacancies continues to apply.

**The vacancy situations are:**

- (1) A temporary vacancy of 6 days duration or less in Road Service or less than 5 days in Yard Service
- (2) A temporary vacancy known to be for more than 6 days in Road Service or more than 5 days in Yard Service
- (3) A permanent vacancy

**The two scenarios are:**

- (1) Where there is a furlough board only
- (2) Where there is a furlough board and protected people are laid off on SUB

**Situation 1A:**

A temporary vacancy (ad hoc) of less than 6 or 5 days duration where there is a furlough board only.

These vacancies will be filled as outlined in Q&A 2 above. No MBR will apply

**Situation 1B:**

Temporary vacancy (ad hoc) of less than 6 or 5 days duration when there is a furlough board and protected people are laid off on SUB (same as 1A)

**Situation 2A:**

A temporary vacancy known to be for more than 5 or 6 days where there is only a furlough board:

Any person on the furlough board may bid for the position and it will be awarded by seniority. If no bids received, the junior person will be forced from the furlough board to the temporary vacancy. In either case, a conductor MBR will apply, as someone must fill the required position from a non-required position.

**Situation 2B:**

A temporary vacancy known to be for more than 5 or 6 days where there is a furlough board and employees on SUB:

Again, any person from the furlough board may bid for the position and it will be awarded by seniority. If no bids received then the senior person from the SUB board will be awarded the position. No MBR will apply.

**Situation 3A:**

A permanent vacancy exists and there is only a furlough board:

Any person on the furlough board may bid for the position and it will be awarded by seniority. If no bids received, the junior person will be forced from the furlough board to the permanent vacancy. In either case, a conductor only MBR will apply as someone must fill the required position from a non-required position.

**Situation 3B:**

Same as 2, but there is a furlough board and SUB board:

Again, any person from the furlough board may bid for the position and it will be awarded by seniority. If no bids received then the senior person from the SUB board will be awarded the position. No MBR will apply.

**CLAUSE 67.04**

- (Q.1) I am a Brakeperson on a train where the Brakeperson's position is required for operational reasons. On a particular trip there is a second Brakeperson who is on the crew simply because their seniority under Article 63 allows them to be on the crew, not because a second Brakeperson is required. Do I receive the five percent increase?
- (A.1) Yes. However, the second Brakeperson does not receive the five percent increase since their position is not required on that particular trip.
  
- (Q.2) Will Trainperson holding required position on road switchers be entitled to the required Brakeperson's rate of pay?
- (A.2) Yes.

**CLAUSE 67.05**

- (Q.1) With respect to attrition opportunities who will be given first preference to separate?
- (A.1) Employees covered by the TCRC (CTY) Collective Agreement will be given first opportunity to sever, bridge or take early retirement.
  
- (Q.2) Under the initial bulletining of attrition opportunities I happen to be sick. Do I have an opportunity to bid?
- (A.2) Yes. With respect to employees not at work during the bulletining period, we will solicit whether or not they wish to bid on one of the opportunities.

- (Q.3) I choose not to bid on the original attrition opportunities. May I later apply for such attrition opportunities?
- (A.3) Following the original bulletining, an eligible protected employee may at any later date make application for an attrition opportunity.
- (Q.4) Would a protected Trainperson who is on an authorized leave of absence be able to make application for the severance offered for resigning while on L.O.A. or would they have to be in active service?
- (A.4) Such cases will be evaluated individually subject to achievement of Conductor-Only operation.
- (Q.5) Can a protected employee who is laid off and on the S.U.B. benefits sever while laid off and collect the severance offered in Clause 67.05 of the Conductor-Only agreement?
- (A.5) Yes.
- (Q.6) Can unprotected employees receiving a severance have the \$13,000.00 withheld for a year until E.I. benefits run out?
- (A.6) No, the money will be paid immediately upon implementation. However even if deferred, the payments are to be considered as having been earned on a current basis by the E.I. The record of employment which the Company gives E.I. must contain the amount of any severance payment paid.
- (Q.7) Will severance packages be offered simultaneously to the Locomotive Engineers and Trainmen with the Trainmen being given preference?
- (A.7) Assuming a parallel provision is included in the Locomotive Engineers Agreement, packages may be offered simultaneously, but as you state, the Trainman's Agreement requires preference be given first to Trainmen.
- (Q.8) How will early retirement and separation packages be allotted, by seniority territory, or by home terminal?
- (A.8) Attrition opportunities will be allotted by home terminal. Separations will be granted based on the Company's ability to achieve Conductor-Only operation, or accelerate the attrition of protected employees so long as the Company does not have to hire.
- (Q.9) Will early retirements be fully exhausted prior to accepting voluntary resignations?
- (A.9) Obviously the preference for attaining full attrition is to early retirements and bridging but it is foreseen that at locations, all these avenues will be in play at least in the early stages.
- (Q.10) When post-June 18/90 employees are brought back to work with a new seniority date will they be required to qualify as Locomotive Engineers?
- (A.10) They do not get a new seniority date if they request in writing to remain in Company service. Thus it is only those employees hired after June 4th, 1992 that must fulfill this requirement.

- (Q.11) After a territory has been declared Conductor-Only and an employee is forced to an adjacent home terminal account seniority, can they now request a separation package?
- (A.11) If it will not interfere with our employment needs for required positions, it may be granted. Any separation is subject to meeting the requirements as spelled out in Clause 67.05 Conductor-Only Operation in Freight Service.
- (Q.12) If an employee who elects Early Retirement, as detailed in Clause 67.05, Section A, chooses to take the separation allowance as a lump sum payment, are they entitled to have their Group Life Insurance and Extended Health and Vision Care benefits continued to age 65 as well as the paid-up Life Insurance policy at age 65?
- (A.12) Yes. An employee electing Early Retirement, whether they choose the monthly supplement or the lump sum allowance, is entitled to all the Health and Welfare Benefits specified in Clause 67.05, Section A (2).
- (Q.13) Will all non-protected employees be laid off immediately upon implementation?
- (A.13) Surplus employees with a seniority date post-June 18, 1990 may have their records closed unless they request in writing to retain their employment relationship. Their continued employment in active service will be subject to staffing requirements.
- (Q.14) If I take the \$85,000 severance, when can I collect E.I. benefits?
- (A.14) Under E.I. regulations such amount is considered as income in determining an employee's eligibility for unemployment insurance benefits.
- (Q.15) If I am 64 years old, can I take the \$85,000 severance?
- (A.15) As stated in the Clause 67.05, sub-clause (5), Note to Sections A, B and C, no payment pursuant to the separation plan, bridging plan and severance plan will be made that is greater than the amount that the individual would have earned had they remained in service until attaining the age of normal retirement under the CPL Pension Plan.
- (Q.16) Can I take severance and then hire back on?
- (A.16) Yes, as a new employee when, at some future time there is a requirement for additional employees.
- (Q.17) Archived as per 2007 MOS
- (Q.18) Will one bulletin come out concerning attrition opportunities?
- (A.18) Yes, attrition opportunities will be bulletined.
- (Q.19) When will a protected employee who is awarded a severance opportunity be required to cease active service?
- (A.19) Pursuant to Clause 67.05, sub-clause (4) the employee must resign effective the date that they advised that their application for severance has been accepted. It is anticipated that the severance payment will be made within 14 days of the date of resignation, provided all the proper forms are submitted.

- (Q.20) An employee receives the \$13,000 and requests that their employment relationship be maintained. What happens to their pension?
- (A.20) There is no refund of their pension monies because they have maintained an employment relationship and pensionable service.
- (Q.21) Are employees who have elected a Bridging Opportunity entitled to accumulate time for annual vacation?
- (A.21) No. When an employee elects to accept bridging, it is understood that active employment is severed. The benefits accorded an individual are those provided for in the Conductor-Only Agreement, namely Extended Health & Vision care, Group Life Insurance and Dental care. The employee also continues to make pension contributions and accumulate pension credits.
- (Q.22) In regard to severance payments, may I take such payments in less than 3 instalments?
- (A.22) Severance payments, except the \$13,000 payment, may be taken in 1, 2 or 3 instalments. If the initial payment is deferred until the next calendar year, the full amount can only be paid in 1 or 2 instalments.
- (Q.23) If I'm on Workers' Compensation Wage Loss Benefits, or off work due to an illness or injury that is not work related, am I able to qualify for severance payments?
- (A.23) Each case will be assessed individually on its merits. It must be understood that severance opportunities will be offered only to the extent necessary to achieve full Conductor-Only operation.
- (Q.24) If I opt to take a severance opportunity, and I choose to take my post-January 1, 1987 contributions to the Pension Plan and turn them over to another plan or a self-administered RRSP, for example, what contribution will the Company make in respect to my contributions? What about pre-1987 contributions?
- (A.24) The rules governing the handling of pension contributions when an employee severs are dependent on age, service and the time period during which the pension contributions were made. Generally speaking these are the rules.

With respect to contributions made prior to January 1, 1987, if the employee at time of severance has ten years of service and is 45 years old or has fifteen years of service regardless of age, the pension is vested and no pension contribution refund is available. If the employee does not meet these age and service requirements at time of severance their pension contributions will be refunded and they can be rolled into an RRSP.

For pension contributions on or after January 1, 1987, if the employee has less than two years of service upon severance, they will receive a refund of their contributions plus interest. At their option the employee may put this money into an RRSP. If upon severance the employee has more than two years of service subsequent to January 1, 1987, they will also be entitled to a refund of contributions plus interest.

In this latter instance it is mandatory for them to put the money into an RRSP. Also in this latter instance there is an alternative available to the employee which can only be determined if it is more beneficial than a contribution refund on an individual basis.

- (Q.25) Are severance payments classed as a retiring allowance for the purpose of being able to roll monies over into an RRSP?
- (A.25) Severance payments can be transferable to RRSP, up to a maximum limit determined in accordance with Revenue Canada Taxation Rules.

(Q.26) Archived

- (Q.27) In the application of Clause 67.05, Section C, clauses (2) and (3), what is the period of time during which an employee must resign to be entitled to the additional \$15,000 payment?
- (A.27) This is the 60-day period which runs from the date the initial bulletin for attrition opportunities is issued at the terminal.

**Example:**

Conductor-Only Operations Notification Issued:	August 10, 1992
Bulletin issued at terminal:	September 1, 1992
Bulletin closes:	October 1, 1992
Employee must resign on or before:	October 30, 1992 to be eligible for the \$15,000 additional payment.

**CLAUSE 67.06 –67.09 Q & A Agreed to archive in 2007 MOS**

**CLAUSE 67.10**

- (Q.1) Are deadheading employees entitled to the length of train allowance, length of run allowance, etc.?
- (A.1) No.
- (Q.2) There is presently a 3% allowance for train length in regard to the car scale rates of pay to compensate for slack adjustments in trains. Will this allowance be applied to the train length allowance under the Conductor-Only Agreement?
- (A.2) Presently car scale rates of pay do not apply to the 3% allowance for train length and accordingly, the train length allowance will not be calculated using this extra length.
- (Q.3) When called to pilot a foreign railroad's train over CP tracks, what allowances, i.e. train length, length of run, stops enroute, etc., will I be entitled to?
- (A.3) As piloting is not a Conductor-Only operation, there will be no change in the manner of payment for this as specified by Article 82.
- (Q.4) How will the length of run allowance I am entitled to be determined?
- (A.4) The length of run allowance a Conductor is entitled to will be determined from the miles shown in the "Actual Miles Run" line on the wage ticket. In the case of road switchers and work trains which are paid on the basis of time only, the length of run will be based on the actual road miles, i.e. distance from the outer main track switch or designated point that the road switcher or work train runs outside the terminal during the tour of duty. In these instances the Conductor will be required to note the actual miles run on the wage ticket for the purpose of calculating the length of run allowance.

- (Q.5) I am on a Conductor-Only crew and I perform work at a location that is a pay point for purposes of my agreement. Do I get both payments?
- (A.5) No. There will be no duplicate payment. Where payment for work enroute is provided under the Conductor-Only Agreement, you will receive only that payment. In the case of a 4th or 5th stop, you will receive the payment provided pursuant to other provisions of the collective agreement, if any.
- (Q.6) In the application of payment for Conductor-Only trains working enroute replaces the current payment for switching at pay points in the West (TT&J). Will the new payment be used to make up a minimum day in view of the fact that the current payment for TT&J is not so used?
- (A.6) No, inasmuch as TT&J payments are not now used to make up a minimum day, these payments which replace them will not be used to make up a minimum day. TT&J payments are included in the calculations of the fixed mileage rates.
- (Q.7) Under the application of clause 72.11(3) what happens if there is no train available for me to take after the five-hour period following the Conductor having reported for duty has expired?
- (A.7) If there is no train available for you to return home on you will be deadheaded, as soon as possible.
- (Q.8) I am at the away-from-home terminal and I am a Brakeperson working on an assignment. A crew is called for a train requiring a Brakeperson and there is only a Conductor available. Can I be forced off my assignment to work that train?
- (A.8) No. A Brakeperson will be deadheaded from the home terminal.
- (Q.9) Where there is a regular practice now at a specific terminal to deadhead crews - consisting of a Conductor and Brakeperson - to protect the service, will this continue in the future?
- (A.9) In the future a crew consist of a Conductor and Brakeperson will continue to be deadheaded if the Conductor-Only Agreement requires the train that they will be crewing has a Conductor and Brakeperson.
- (Q.10) I am a Conductor working on a Conductor-Only crew and a Brakeperson is deadheading on my train. Am I entitled to the Length of Run allowance provided for in Article 1, Clause 1.01?
- (A.10) Yes, because the Brakeperson on your train is not in working service. They are deadheading to the other terminal and do not form part of your crew.
- (Q.11) I work into the away-from-home terminal on a non-required position. A crew is called out ahead of mine but the required Brakeperson on the crew took sick. Can I be forced to work that position - a required Brakeperson on the other crew?
- (A.11) Yes. The principle is that a protected employee can be forced from a non-required to a required position. This would also apply to the circumstances in this case.

- (Q.12) How will a Trainperson who misses their regular turn at their home terminal as a result of being held back at the away-from-home terminal be compensated?
- (A.12) If an employee misses a regular turn in these circumstances, they will be paid the greater of the earnings for the round trip of the employee who went out in that turn or the earnings for the round trip the held back employee actually made.
- (Q.13) When a Brakeperson, who was held back for working service at the away from home terminal, is deadheaded instead of worked back to their home terminal, what rate of pay will they receive for the deadhead?
- (A.13) They will be paid for the deadheading pursuant to the provisions of the deadheading article however the rate of pay will be the rate of the position for which they had been withheld.
- (Q.14) What happens when an employee is held for service and not used within the 5 hours specified by Clause 72.11, sub-clause (3)?
- (A.14) If the individual has not been ordered for service they will be deadheaded home.
- (Q.15) With the 5 hour provision, what is the latest time that the withheld employee can expect to be called after the ordered time of the Conductor they arrived with?
- (A.15) This provision will be complied with so long as the employee is called and on duty within five hours.
- (Q.16) Does the Conductor-Only agreement allow a Conductor or Trainperson to be held back or advanced at the away-from-home terminal for use as a Locomotive Engineer?
- (A.16) No.
- (Q.17) Under circumstances where two Conductors are worked as a crew from the away from home terminal will Conductor-Only payments and the required Brakeperson's rate apply?
- (A.17) No. Both employees will receive a Conductor's rate of pay and the length of run and other premiums specific to Conductor-Only operation will not apply.
- (Q.18) When an employee is to be held back for other service at the away from home terminal, how and when would they be notified?
- (A.18) The employee will be advised as soon as possible but in any case no later than the time the Conductor they arrived with is called.
- (Q.19) In cases where a non-required Brakeperson is working on a crew and they book rest in excess of the rest booked by the Conductor, how will the Brakeperson be treated? What if they are working as a required Brakeperson?
- (A.19) In either instance, upon expiry of rest booked, if the individual is not needed for a required position, they will be deadheaded home.
- (Q.20) Will the Company advance or hold Brakepersons back at the away-from-home terminal for required Brakeperson positions when there are protected employees available at the home terminal?
- (A.20) The purpose of Clause 70.11, sub-clause (1) of the Conductor-Only Agreement is to



provide for unforeseen occasions that may arise from time to time.

(Q.21) If held back at the away-from-home terminal and something happens that would eliminate the need for holding that person, the agreement is that the person will be deadheaded as soon as possible. Could the person request that they be worked back to the home terminal as a non-required Brakeperson instead of deadheading?

(A.21) No.

(Q.22) How much input will the union have in the regulation of the pools and Spareboards?

(A.22) Local Union and Company Officers will meet to determine the basis for adjusting pools and Spareboards at individual terminals.

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**ARTICLE 68 - FREIGHT SERVICE**

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**Note:** Formerly Article 12 CTY West and East; Graduated Rates and Train Length Allowance moved to Article 1.

**WEST APPLICATION****68.01 STRAIGHTAWAY AND TURNAROUND SERVICE****(1) Basic Day Straightaway and Turnaround Service**

In all freight, mixed, unassigned passenger, light running (engine and caboose), pusher and helper service, 100 miles or less, 8 hours or less, constitute a day's work, exclusive of payment for switching, initial terminal detention and time at turnaround points. Final terminal detention (not including switching) will be used to make up a minimum day. When trains are turned at intermediate points, actual mileage both ways on round trip will be counted as mileage of run.

The meaning of terminal is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects will be the terminal for the branch, but not necessarily for the subdivision from which the branch line projects.

**(2) Straightaway and Turnaround Service**

Trainpersons will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS) as provided in Article 6 and 7 and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided in Article 6 or 7.

In the event a Trainperson books rest on a straightaway trip enroute to an away from home terminal and, such Trainperson is replaced by a relief Trainperson, the Company may change the call to turnaround service in order to comply with Article 18 and/or regulatory requirements. Additionally, where no notice to book rest enroute has been

provided, the Company may change the call to turnaround service in order to comply with Article 18 or unforeseen circumstances.

When a call is changed in the application of this clause, the Trainperson will be considered released from duty at the location at which rest was taken, or is turned, and will be paid as a straightaway trip to that location. The Company will provide or arrange transportation for the Trainperson back to the home terminal either when replaced, after rest expires, or is turned and they will be paid 100 miles.

Except as provided in Article 6 and 7, Trainpersons will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Trainpersons in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Trainpersons may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Trainpersons shall run in and out of such away terminal on a continuous time basis.

Except as provided in Article 18, a crew in unassigned service called for a straight-away trip and released from duty at the objective terminal of that trip will not be run around by an unassigned crew called for turnaround service or TCS over the same route.

A crew in unassigned service may be called to make more than one short trip and turnaround out of the same terminal and paid actual miles, with a minimum of 100 miles for a day provided (1) that the road miles of all trips do not exceed 120 miles, (2) that the road miles from the terminal to the turning point do not exceed 30 miles, and (3) that the crew shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, computed from the time initial terminal time ends on an initial trip, except as a new day, subject to the first-in first-out rule or practice.

## 68.02 INITIAL TERMINAL TIME

Refer to Letter Section for [Letter Re: Initial Time when Transported to Away-From-Home-Terminal](#).

Trainpersons shall be paid initial terminal time, including switching, on the minute basis at 12-1/2 miles per hour at pro rata rates from time required to report for duty until departure of locomotive from outer main track switch or designated point at initial terminal. Members of a crew may be used individually for service incidental to their own train prior to departure from the initial terminal. Except as provided in Articles 66 and 67, when switching is performed not less than 3 of a crew will be on duty. Switching does not include taking locomotive or self-propelled equipment from shop or tie up track. For the purpose of complying with this clause, switching will include picking up a car or cars or doubling over train.

When the crew is not called to report for duty as a unit, the Conductor will be advised of the times other crew members were called to report for duty.

In cabooseless operations, when a pull-by inspection is being performed and the locomotive has passed the designated point or outer main track switch, with part of the train remaining in the terminal, such inspection may require the train to stop for repair or back into the terminal to set off a bad order or, if found malfunctioning, replace TIBS equipment. In such circumstances, the outgoing crew will remain on initial terminal time until the train actually commences its departure movement or reaches the outer main track switch or designated point.

When a Conductor-Only crew is required to perform work at the initial terminal defined in sub-clause 64.02(2) second bullet the Conductor will be paid on the minute basis at pro rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time.

### **68.03 ROAD MILES AND ROAD TIME**

Road miles will be the distance from the outer main track switch or designated point at initial terminal to the outer main track switch or designated point at final terminal. Road time will commence when payment for initial terminal time stops and will end when payment for final terminal time begins.

On runs of 100 miles or less, overtime will begin eight hours after road time started. On runs of over 100 miles, overtime will begin when the road miles run average less than 12-1/2 miles per hour.

Overtime shall be paid for on the minute basis at 12-1/2 miles per hour at pro rata rates. In computing overtime, all mileage paid for, such as doubling, but not including time payments converted to miles, will be included in the road mileage.

Archived paragraphs three and four regarding overtime (formerly 11(e)).

### **68.04 PAYMENT OF TURNAROUND POINTS AND INTERMEDIATE TERMINALS**

#### **(1) Turnaround Service**

When trains are turned at intermediate points, all time at turnaround point or points, including the initial terminal when turning at that point in accordance with fifth paragraph, sub-Clause 68.01(2), from arrival at the location, until departure from outer main track switch (designated point) or when deadheading commences, will be paid on the basis of 12-1/2 miles per hour at the rate of class of service performed.

#### **(2) Designated Turnaround Points**

When switching is performed at designated turnaround points, the provisions of Subsection (1) of this Clause will apply. Ruby Creek, Trail, Roseberry, Chase, Keith and McLean and such other points as may be established hereafter will be recognized as designated turnaround points. The discontinuance of any designated turnaround point or recognition of an additional designated turnaround point, based on the amount of turnaround service and switching resulting there from by through freight trains at such

points, will be subject to negotiations between the General Manager and the General Chairman. In the event that agreement cannot be reached on the discontinuance or establishment of a designated turnaround point, either party may, by so advising the other in writing, refer the dispute to the Canadian Railway Office of Arbitration and Dispute Resolution for determination.

**Note:** If picking up or setting out a diesel unit or units is the only service performed, this will not be regarded as switching. The term "unit or units" means a unit or units that were operated or are to be operated by the Engineer on the run on which this service is performed.

### **(3) Intermediate Terminals**

When crews are run over more than one subdivision actual time occupied in switching at terminal points of the subdivision on which crews are run will be paid on the basis of 12-1/2 miles per hour at the rate of class of service performed. If picking up or setting out a diesel unit or units is the only service performed the provisions of this clause will not apply. The term "unit or units" means a unit or units that are operated or are to be operated by the Engineer on the run on which the service is performed.

For the purpose of this clause Saskatoon is regarded as a terminal. When an intermediate terminal is also a junction point, the provisions of Clause 5 will apply.

Time paid under this clause will be paid in addition to pay for the trip but will be deducted in computing overtime.

## **68.05 PAYMENT AT JUNCTION POINTS**

Refer to Letter Section for [Letter Re: Off-Mainline / Conductor-Only Premium Payment Enroute \(EC\)](#).

Trainpersons required to set off, switch or pick up at Canadian Pacific Junction points will be paid on the basis of 12-1/2 miles per hour at the rate of class of service performed from time of arrival at location until its departure from outer main track switch (designated point) or when deadheading commences. When necessary to double over in meeting a train or allowing another train to pass, this will not be considered as switching.

If picking up or setting out a diesel unit or units is the only service performed, the provisions of this clause will not apply. The term "unit or units" means a unit or units that were operated or are to be operated by the Engineer on the run on which the service is performed.

At stations where the actual junction point is within 2 miles of the outer switches, payment for junction switching will be allowed. All time paid for under this clause will be paid for in addition to pay for the trip but will be deducted in computing overtime.

## **68.06 CONDUCTOR-ONLY ENROUTE PAYMENT**

When a Conductor-Only crew is required to perform work enroute defined in sub-clause 67.02(3), the Conductor will be paid on the minute basis at pro rata rates for all time so occupied, with a minimum payment of one hour at each of the first three stops made in

accordance with sub-clause 67.02(3) during a tour of duty. If this work is performed at the pay points referred to in clauses 68.04 and 68.05 hereof, the payment provided in those clauses will not be allowed. All time paid for under this clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime. Work performed pursuant to sub-clause 67.02(3) at a fourth (4) and fifth (5) stop enroute shall not be paid pursuant to this rule.

#### 68.07 **FINAL TERMINAL TIME**

Trainpersons will be paid final terminal time, including switching, on the minute basis at 12-1/2 miles per hour at rate of class of service performed from the time locomotive reaches outer main track switch or designated point at final terminal; should train be delayed at or inside semaphore or yard limit board, for any reason, or behind another train similarly delayed, time shall be computed from the time train reached that point until the train is yarded.

Members of train crews may be required after train has been yarded at the objective terminal to render individually any service required incidental to the trip just completed. When any member of the crew is used individually, the balance of the crew will be relieved from all responsibility and the employee used to perform this service will be paid their regular rate in the class of service employed for all time occupied if held in excess of 15 minutes. If switching is required, not less than three of the crew will be on duty except as provided in Articles 66 and 67 and will be paid final terminal time for all time so used, computed from the time of arrival at the outer main track switch or designated point where Road Service ends. Switching does not include taking locomotive or self-propelled equipment to the shop or tie-up track.

When Trainpersons are held for any other service, they will be entitled to all time held computed from the time train is yarded.

- (1) It is understood the train is not considered yarded until it has been secured.
- (2) Final terminal time, except time occupied in switching, will be used to make up a minimum day.
- (3) Trainpersons used individually for service at the final terminal will submit their own wage ticket.

Time paid for under this Clause will not be included when computing overtime. When a Conductor-Only crew is required to perform work at the final terminal defined in sub-clause 67.02(4), the Conductor will be paid on the minute basis at pro rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. This time will not be used to make up a minimum day.

**68.08 DESIGNATED POINTS AT TERMINALS**

For the purpose of computing initial and final terminal time the following are the designated points agreed upon:

Thunder Bay	
West	Westfort

Winnipeg	
East via Lac Du Bonnet Sub	Murdock
East via Keewatin Sub.	Whittier
South via Emerson Sub.	Paddington
West	Rugby

Brandon	
West	18th Street

Calgary	
East	Mile 172.6 Brooks Subdivision
South	Mile 0.4 Macleod Subdivision
North	Mile 2.3 Red Deer Subdivision
West	Mile 1.5 Laggan Subdivision

Lethbridge	
East via Turin & Taber Subs	Mile 115.25 Taber Subdivision
South via Stirling Sub	Mile 115.25 Taber Subdivision
West via Crowsnest Sub.	Mile 10.31 Crowsnest Subdivision
North via Aldersyde Sub.	Mile 2.93 Aldersyde Subdivision

Coquitlam	
Leaving Eastbound	Mile 110.0 Cascade Subdivision
Arriving Westbound	Mile 108.0 Cascade Subdivision

68.09 Freight Crews Handling Passenger Trains Out Of Vancouver - Archived, formerly 12.11.

68.10 Guarantee - Archived, formerly 12.12.

68.11 Mountain Pusher Payment - Archived, Formerly 12.13.

### **EAST APPLICATION**

68.12 Runs of 100 miles or less, either straightaway or turnaround shall, except as otherwise provided in Article 71, be paid as 100 miles.

68.13 Freight crews running passenger trains will be paid through freight rates, except when relieving regular passenger men, when they will be paid the passenger rates of the men relieved.

68.14 Men receiving freight rates under this Article will be paid for overtime earned under through freight conditions.

### **68.15 INITIAL TERMINAL**

Trainmen shall be paid initial terminal time, including switching, on the minute basis at pro rata rates from the time required to report for duty until the departure of locomotive from the outer main track switch or designated point at the initial terminal. Members of a crew may be used individually for service incidental to their own train prior to the departure from the initial terminal, except that, subject to the provisions of Article 66 and 67, when switching is performed, not less than 3 of the crew will be used.

In cabooseless operations, when a pull-by inspection is being performed and the locomotive has passed the designated point or outer main track switch, with part of the train remaining in the terminal, such inspection may require the train to stop for repair or back into the terminal to set off a bad order, or if found malfunctioning, replace TIBS equipment. In such circumstances, the outgoing crew will remain on initial terminal time until the train actually commences its' departure movement or reaches the outer main track switch or designated point.

Except in Roadrailer Service, when a Conductor-only crew is required to perform work at the initial terminal defined in sub-clause 67.02 (2), the Conductor will be paid on the minute basis at the pro rata rates for all time so occupied, with a minimum payment of one hour in addition to initial terminal time.

### **68.16 ROAD MILES AND ROAD TIME**

(1) Road miles will be the distance from the outer main track switch or designated point at the initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops, and will end when payment for final terminal time begins.

(2) In all road service, except passenger service, 100 miles or less, 8 hours or less, (straightaway or turnaround) shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(3) On runs of 100 miles or less, overtime will begin 8 hours after road time started. On runs of over 100 miles, overtime will begin when the road time exceeds the road miles run, divided by 12 ½. Overtime shall be paid for on the minute basis, at a rate per hour of 3/16

of the daily rate.

- (4) Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply to the entire trip.
- (5) On turnaround runs, crews will be paid road time at 12 ½ miles per hour or road miles made, whichever amounts to the most, from the time of departure from the outer main track switch or designated point until return to that point. On the Toronto-Hamilton run, the Company may elect instead, to pay not less than 100 road miles for each single trip.

**Note:** Crews will be advised on arrival at Hamilton if they are required for turnaround service.

- (6) This does not affect assigned mixed or freight service running to an intermediate point between terminals, and such assigned runs may be paid time or mileage in each direction with the usual 100 miles minimum unless the assignment is definitely for turnaround service.

#### 68.17 CONDUCTOR-ONLY EN ROUTE PAYMENT

Except in Roadrailer service, when a Conductor-only crew is required to perform work en route as defined in sub-clause 67.02 (3), the Conductor will be paid on the minute basis at the pro rate rates for all time so occupied, with a minimum payment of one hour at each of the first three stops made in accordance with sub-clause 67.02 (3), during a tour of duty. All time paid for under this clause will be paid in addition to pay for the trip, but time actually worked will be deducted in computing overtime. Work performed pursuant to sub-clause 67.02 (3) at a fourth (4th) and fifth (5th) stop en route shall not be paid pursuant to this rule.

#### 68.18 FINAL TERMINAL

- (1) Trainmen will be paid final terminal time, including switching, on the minute basis from the time locomotive reaches outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, the time shall be computed from the time the train reached that point: time shall continue until released from duty.
- (2) When Trainpersons are on overtime on arrival at final terminal, final terminal time will be paid at 3/16th of the daily rate.
- (3) When Trainpersons are not on overtime on arrival at final terminal, the time when overtime rate commences will be calculated as follows:

The day will begin when payment for initial terminal time stops, and the period of time that must elapse before the overtime rate commences will be determined by dividing the mileage between outer main track switch or designated point at initial terminal and outer main track switch or designated point at final terminal by 12-1/2 with a minimum of 8 hours. Final terminal time up to the time that overtime rate commences shall be paid for at pro rata rate and thereafter at 3/16th of the daily rate. Final terminal time shall be included in making up a short day.



- (4) When Trainpersons are held for any other service they will be paid for all time so held.
- (5) Except as provided in Articles 66 and 67, when switching is performed at the final terminal, not less than 3 members of a train crew shall be used.
- (6) Except in Roadrailer Service, when a conductor-only crew is required to perform work at the final terminal defined in sub-clause 67.02 (4) second bullet point and 67.02 (5) the conductor will be paid on the minute basis at pro rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. Such pay shall not be included in making up a short day.

**68.19 DESIGNATED POINTS**

- (1) The understanding regarding designated points where initial terminal time stops and road time begins, and vice versa, is that the outer main track switch will govern unless other more suitable points are mutually agreed upon between the General Manager and the General Chairman.
- (2) The following are the designated points agreed upon to govern Montreal, Toronto and Fort William Terminals:

Montreal	
North	Jacques Cartier Jct. 8.9 Park Avenue Subdivision
South	Adirondack Jct. 40.1 Adirondack Subdivision
Montreal	
West	Grovehill 3.2 Winchester Subdivision (Westward Crossover Switch)
Toronto	
West	Obico (W. Wye switch) 10.0 Galt Subdivision
North	Weston Road 0.2 MacTier Subdivision
East	Staines 195.2 Belleville Subdivision
Thunder Bay	
East	Current River 126.5 Nipigon Subdivision
Windsor	
Lakeshore Tower	109.77 Windsor Subdivision

**Note:** Following clause is new from the 2003-2006 Memorandum of Settlement.

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**ARTICLE 69 - CONVERSION OF RATES (WEST APPLICATION)**

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Note: Formerly Article 13 CTY West.

- 69.01 Through freight and irregular crews except when on work trains, making more than 5 stops for the purpose of taking on or setting off a car or cars, moving a car or cars in a siding at a point where no car or cars are taken on or set off, or that make more than 10 switches en route, or a combination of 7 stops and switches, will be paid Wayfreight rates for the trip.
- 69.02 Stops or switches in connection with service paid for under any other rules, will be excluded for the purpose of converting to Wayfreight rates.
- 69.03 At points where a stop is counted, a switch will not be counted and vice versa. A switch is defined as a movement necessary to place a car or group of cars, ahead (i.e. around) or behind another car or group of cars. Picking up a car (or cars) standing first out in siding and/or setting out a car (or cars) that are together in the train does not constitute a switch.

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**ARTICLE 70 - PICK UP RATES (EAST APPLICATION)**

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Note: Formerly Article 13 CTY East.

- 70.01 Through freight and irregular crews required to load and unload wayfreight en route, will be paid wayfreight rates for the time so occupied, time so paid not to be included in computing overtime, but may be used to the extent necessary to make up the minimum day and pay not to be in excess of wayfreight rates for the full trip.
- 70.02 Through or irregular freight crews, except when on work trains, making stops for the purpose of: (1) taking on or setting off a car (or cars), (2) loading and unloading wayfreight and/or (3) moving a car (or cars) in a siding at a point where no car (or cars) are taken on or set off, at more than 5 stations of that make more than 10 switches en route, or a combination of such service, will be paid wayfreight rates for the trip. The minimum in the combination is 7.

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**ARTICLE 71 - RUNAROUNDS (EAST APPLICATION)**

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Note: Formerly Article 14 CTY East.

Refer to Letter Section [Letter Re: Runaround at Away from Home Terminal \(AFHT\)](#).

- 71.01 When unassigned crews or spare Trainperson are available and are runaround at terminals, they will, except as otherwise provided in Article 71, be paid 50 miles for each runaround, and hold their turn out.
- 71.02 When an unassigned crew has come on duty in turn, they will remain with train called for, even though another crew comes on duty later, and gets out of terminal first. The first crew called will not be entitled to pay as per this Article.

71.03 The arrival time at a general terminal, such as Montreal or Toronto, shall be the time at which a crew arrives or passes their regular freight yard regardless of where the train is delivered, provided that no payment will be made in the event of a later arriving crew being called at the regular freight yard before the return to that point of the earlier arriving crew.

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**ARTICLE 72 - FIRST IN AND FIRST OUT (WEST APPLICATION)**

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Note: Formerly Article 15 CTY West.

**72.01 FIRST-IN AND FIRST-OUT RULE**

Unassigned crews in freight service and spare employees will run first-in first-out of terminals.

When an unassigned crew has come on duty in turn and they have got their engine and commenced work, they will remain with the train called for, even though another crew comes on duty later and gets out of the terminal first.

A crew will have commenced work when all members of the crew have reported for duty at the time required and when it has received the engine from shop, tie up or other track, except that on run through trains a crew will be regarded as having commenced work when all members of the crew have reported for duty.

**72.02 RUN-AROUND RULE**

Except as otherwise provided, a Trainperson or crew standing first-out when run-around will be paid 50 miles for each run-around and continue to stand first-out.

Refer to Letter Section [Letter Re: Runaround at Away from Home Terminal \(AFHT\)](#).

**72.03 TRIPS OUT OF AWAY-FROM-HOME TERMINAL**

Crews will not be held away-from-home terminal to make more than 1 round trip in straightaway or turnaround service if other unassigned crews are available at the point required, but in any event they will not be held away to make more than 2 round trips in straightaway or turnaround service. Crews wishing to exercise this right will book "Home Only" on train register immediately upon completing 1 round trip. Trainpersons will not be entitled to 50 miles if runaround to meet the requirements of this clause; and such Trainpersons making claim under Article 8, will do so from the time of arrival of the crew which took the turn.

**72.04 ESTABLISHING TURN OUT FOR A CREW**

Arrival time at the designated point, outer main track switch or station, whichever is applicable to the train will govern in establishing the turn out for a crew. When more than 1 train has the same arrival time, the turn out for the crews will be established by local arrangements.

## 72.05 ESTABLISHING TURN OUT FOR DEADHEAD CREWS

When a crew is ordered to deadhead, it will be ordered for a definite time and, except as provided in Clause 8, the first crew out will deadhead out of the home terminal and the crew standing second out will deadhead out of the away-from-home terminal. The second out crew will deadhead out of the away-from-home terminal only when the first-out crew is working the train on which the deadheading is done. The crew deadheading will hold its turn out at the away-from-home terminal or at the home terminal accordingly.

When a deadhead crew is picked up at an intermediate point, crew arriving at such point first will on arrival at terminal stand first-out of these crews.

In the event of a consolidation of trains, the first crew arriving at the point of consolidation will deadhead and will stand first-out at the terminal.

72.06 When a freight crew in pool service is ordered to deadhead on freight to its home terminal and is permitted to go on a passenger train, it will take its turn out of the home terminal from the time of arrival of their pool turn.

72.07 When a freight crew is sent out on a passenger train and is returned deadhead to its original terminal, it will stand second out to the crew in charge of the train on which deadheading is done, unless it stood first-out at the distant terminal, in which event it will also stand first-out at the original terminal.

72.08 Where more than one crew is deadheaded and one or more crews are required to go into service en route, the last crew out of the deadhead crews will be the first put into service. When a crew is deadheaded to an intermediate point to go into service and work to the objective terminal, the last crew ordered out of the terminal will deadhead and cut off at the intermediate point.

72.09 When a crew is added to a pool, it will take its turn behind the pool crews in the terminal at the time of set-up.

72.10 When deadheading from one terminal to another to be set up it will take its turn behind the crew working the train into the terminal at which the crew is being set-up.

72.11 On territories on which Conductor-Only train operation has been implemented pursuant to clause 67.09, Conductors and Trainpersons may, notwithstanding the provisions of Clause 72.01 hereof and their assignment out of the home terminal, be used independently from the away-from-home terminal in the following circumstances:

(1) A Brakeperson, provided they are rested, may be called in advance of the Conductor with whom they arrived to fill a required Brakeperson's position. A Brakeperson may also be held beyond the order time for the Conductor with whom they arrived to fill a required Brakeperson's position. Upon return to the home terminal, the Brakeperson will take their regular turn.

(2) A Brakeperson, qualified as a Conductor, may be withheld from their normal turn out of the away-from-home terminal to work as a Conductor on a subsequent train when there are no Conductors available at that terminal.

- (3) When a Brakeperson is withheld from their normal turn pursuant to sub-clauses 72.11 (1) or (2) above, it will not be for a period exceeding 5 hours beyond the time the Conductor with whom they arrived at the away-from-home terminal reports for duty.
- (4) A Conductor may be required to work as a required Brakeperson on a train requiring a Brakeperson from the away-from-home terminal when there are no Brakepersons available at that terminal. In such circumstances, the two first-out available Conductors at the terminal will be used, the senior will fill the position as Conductor and both will be paid at the Conductor's rate of pay for that tour of duty.

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**ARTICLE 73 - THROUGH FREIGHT CREWS (EAST APPLICATION)**

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Note: Formerly Article 15 CTY East.

73.01 Through freight crews will be run first-in, first-out of the terminals on their respective subdivisions, except as otherwise provided in clause 73.02 of this Article.

73.02 (1) Trainpersons will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS) as provided in Article 6 and will be compensated accordingly. Changes from straightaway, turnaround, or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked, or as provided in sub-clause 7.01(8)

(2) In the event a Trainperson books rest on a straightaway trip en route to an away-from home terminal and such trainperson is replaced by a relief Trainperson, the Company may change the call to turnaround service in order to comply with Article 18 or unforeseen circumstances. When a call is changed in the application of this clause, the Trainperson will be considered released from duty at the location at which rest was taken, or is turned, and will be paid as a straightaway trip to that location. The Company will provide or arrange for transportation for the Trainperson back to the home terminal either when replaced or after rest expires and he/she will be paid 100 miles.

(3) Except as provided in Article 6, Trainpersons will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Trainpersons in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Trainpersons may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Trainpersons shall run in and out of such away terminal on a continuous time basis.

(4) Except as provided in Article 6, a crew in unassigned service called for a straightaway trip and released from duty at the objective terminal of that trip will not be run-around by an unassigned crew called for turnaround service or TCS over the same route.

(5) A crew in unassigned service may be called to make more than 1 short trip and turnaround out of the same terminal and paid actual miles, with a minimum of 100 miles for a day provided (1) that the road miles of all trips do not exceed 120 miles, (2) that the road miles from the terminal to the turning point do not exceed 30 miles, and (3) that the crew shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, computed from the time of departure from the outer main track switch or designated point on the initial trip, except as a new day, subject to the first-in first-out rule or practice.

73.03 Points on current time table where one or more trains end, are terminal points for such trains. The meaning of "Terminal" in the foregoing is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.

73.04 A through freight crew which has made other than a straight trip from home to distant terminal, or which has made a turnaround trip out of the distant terminal, will not be required to make another trip out of the distant terminal until after having made a trip to home terminal, if other unassigned crews of their division are available. A through freight crew which has made other than a straight trip, or which has made a turnaround trip out of the distant terminal and again stands for same out of the distant terminal, will not be called for the service; the first crew out which has made a direct trip from the home terminal to the distant terminal will be called. Article 71 will not apply to crews run-around under this arrangement, and such crews making claim under Article 8 will do so from time of arrival of crew which took its turn for turnaround run or run to point off direct route between distant and home terminal. This Article will be applied on the basis of the intended service at the time call is given and will not interfere with the application of Clause 73.02 of this Article, in securing day's work from crew.

**Note:** It is understood that the above Clause 73.04 may be modified to suit local conditions existing at individual points, provided such modification is arranged under agreement between the local representatives of the employees and the officers of the Company.

73.05 Crews may be required to double out of a terminal, providing the tonnage hauled in the doubling movements is confined to cars to be taken forward in their own train from point to which doubling movements are made, and provided further that the point to which such movement is made is over a legitimate doubling grade.

73.06 Crews making more than one short turnaround trip in a day's work will be paid wayfreight rates for the day if switching or combination of service is performed, as provided for in Article 70 inclusive of work at the turnaround point or points, and will be paid in such cases on the basis of time only with a minimum of 8 hours for the day's work, irrespective of actual mileage.

73.07 On territories on which Conductor-Only train operation has been implemented pursuant to, Clause 10.09 Archived, Conductors and Trainpersons may, notwithstanding the provisions of clause 1 hereof and their assignment out of the home terminal, be used independently from the away-from-home terminal in the following circumstances:

- (1) A Brakeperson, provided they are rested, may be called in advance of the Conductor with whom they arrived to fill a required Brakeperson's position. A Brakeperson may also be held beyond the order time for the Conductor with whom they arrived to fill a required Brakeperson's position. Upon return to the home terminal, the Brakeperson will take their regular turn.
- (2) A Brakeperson, qualified as a Conductor, may be withheld from their normal turn out of the away-from-home terminal to work as a Conductor on a subsequent train when there are no Conductors available at that terminal.
- (3) When a Brakeperson is withheld from their normal turn pursuant to (1) or (2) above, it will not be for a period exceeding 5 hours beyond the time the Conductor with whom he/she arrived at the away-from-home terminal reports for duty.
- (4) A Conductor may be required to work as a required Brakeperson on a train requiring a Brakeperson from the away-from-home terminal when there are no Brakeperson available at that terminal. In such circumstances, the two first-out available Conductors at the terminal will be used, the senior will fill the position as Conductor and both will be paid at the Conductor's rate of pay for that tour of duty.

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**ARTICLE 74 - MONTHLY MILEAGES**

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Note: Formerly Article 17 CTY West and East, 2007 MOS and 2012 Agreed Upon Items.

74.01 The mileage for which Trainpersons are paid will be limited to avoid mileage per month in excess of the following limitations:

West	3,800 Miles
East	4,300 Miles

74.02 In calculating mileage for Trainpersons who have worked in both freight and passenger service during their monthly period, 150 passenger miles will count as the equivalent of 100 freight miles. Each yard shift worked will count as the equivalent of 125 freight miles.

74.03 Trainpersons will be required to lay off for the remainder of their monthly period when the equivalent of 3,800 miles (West) or 4,300 miles (East) in freight service has been reached. Mileage in excess of the maximum will go to spare employees.

74.04 When maximum mileage is not made in any one monthly period, the deficiency in mileage cannot be made up in the following period.

74.05 Records will be maintained by the Company. Trainpersons will register on arrival at home terminal each trip the accrued mileage for the period in such manner as may be mutually arranged between the representatives of the Company and of the Trainpersons. Trainpersons will report when they will have reached the maximum designated in respect to their service in sufficient time so that relief may be supplied. In the event of Trainpersons not complying with these regulations and failing to book mileage in the manner provided or to report when they will have reached their maximum they will not be called until they have done so unless other employees are not available.

- 74.06 A Trainperson who exceeds designated maximum mileage in their period will be required to lose in their following period mileage equal to the excess mileage obtained.

When a Trainperson fails to properly record their mileage resulting in excess mileage being obtained they will be required to lose in a following period mileage equal to double the excess mileage.

It is not intended that the double penalty provision shall apply in regard to any excess mileage due to a Trainperson being called in an emergency after they have reached their maximum mileage in a period or to any excess mileage earned on the trip during which maximum mileage is reached. In such cases only the actual excess mileage will be carried forward to the succeeding period. The double mileage penalty is intended to apply only to a Trainperson who fails to properly record their mileage resulting in excess mileage being obtained.

74.07 **CANCELING CARRY OVER**

Employees who commence work at the Home terminal prior to attaining the maximum mileage and subsequently have exceeded the maximum mileage upon their return to the Home Terminal will have the option to make all over miles non chargeable. In such cases, the over miles will not be carried forward.

Employees will have this window of opportunity once they have booked off-duty and must make their mileage adjustment immediately in CMA. Employees who elect not to do this reduction of their carry over at the time will no longer have the ability to do so. Any employee found canceling their carry over after said time will be subject to a mileage penalty in a following mileage period equal to double the excess mileage obtained. A written message indicating the same must be sent to the Crew Management Center in this regard.

Employees will not be able to cancel their carry over when there are laid off employees at their terminal.

There will be no layoff of any employees hired prior to January 1, 2008 as a result of implementing the auxiliary board and providing employees with the ability to voluntarily declare over miles as non-chargeable.

This will be monitored at the local level. Where it is shown that the growth of these non-chargeable miles would result in the layoff of an employee, such layoff would not be affected. (Formerly December 5, 2007 Letter Re: Monthly Mileages – Archived).

- 74.08 The Company will co-operate with the Union in checking as may be required and by methods as may be mutually arranged, the mileage earned in each month or period.

- 74.09 It is understood and agreed the operation of mileage limitations and regulations will not involve any increased cost to the Company. Any deadheading necessary in the application of these regulations or as a result thereof will not be paid for.

- 74.10 The limitations specified herein are maxima and are not to be construed as having any bearing on the regulation of the number of crews in freight pools or the establishment of assignments. Locations where alleged difficulty in mileage regulations are being experienced will be jointly reviewed by the General Manager and General Chairman.



74.11 All miles paid for on regular working trips and combination deadheading/working trips will be included in the calculation of Trainperson's miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:

- (1) Deadheading
- (2) Jury Duty
- (3) Bereavement Leave
- (4) Attending Court
- (5) Special Service
- (6) Late Cancellation of Assignment
- (7) Held for Company Service
- (8) Annual Vacation
- (9) Cancelled after reporting for duty (when paid at least a minimum day)
- (10) Attending Safety Committee Meeting (when paid lost earnings)
- (11) Miles paid for while in Engineer's Training Program during mileage period in which the employee returns to the Trainperson's working list.

74.12 **WEST APPLICATION** - An employee while working as a Trainperson/Yardperson will be governed by the maximum mileage allowed for the mileage period under the Trainpersons' regulations; an employee working as a Locomotive Engineer will be governed by the maximum mileage allowed for the mileage period under the Locomotive Engineers' regulations. The combined mileage which an employee makes while working as a Trainperson/Yardperson or Locomotive Engineer within their mileage period will be counted.

Example # 1

An employee works as a Trainperson for the first 10 days of the month and makes 1200 miles. For the balance of the month the employee works as a Locomotive Engineer and would be entitled to make 2600 miles which would bring the employee up to the maximum mileage allowed for Engineers, being 3800 miles.

74.13 **EAST APPLICATION** - The General Chairman may request a review of specific locations where it is alleged that difficulties are being experienced in the application of mileage regulations. Representatives of the Service Area, System Labour Relations, Local Chairmen and the General Chairman will conduct such review jointly. Such review will recognize the need to meet the exigencies of the service.

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**ARTICLE 75 - WAYFREIGHT SERVICE**

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Note: Formerly Article 18 CTY West and East.

**WEST APPLICATION**

75.01 For rates of pay see Article 1.

75.02 No wayfreight will be started before 0400 and not later than 1200, and employees will be permitted after 2000 to discontinue wayfreighting and local work, except picking up or setting off cars of perishable freight, and run through to terminal.

Local arrangements may be made to start a wayfreight in advance of 0400 or later than 1200 when required by the exigencies of the service.

75.03 Wayfreight crews arriving too late to take regular assigned run will be entitled to work on through freight to enable them to catch their regular run at the other terminal and they may runaround other crews to do so. This will not constitute a runaround under Clause 2.

75.04 If the work on any wayfreight or switching run is unduly heavy it will be lightened by employing an additional Brakeperson.

75.05 Except for Article 1, sub-clauses 68.01(2) and 68.09 (archived), the provisions of Article 68 and clause 111.06 apply to wayfreight service.

### **EAST APPLICATION**

75.06 Assigned way freight crews will be paid way freight rates. For rates of pay, see Article 1.

75.07 Runs of 100 miles or less, either straightaway or turnaround, shall, except as otherwise provided in this Article, be paid as 100 miles.

75.08 The Company will arrange their way freight service to avoid the handling of shed freight at night and on Sundays. No way freight will be started before 0400, and not later than 1200, and employees will be permitted, after 2200, to discontinue way-freighting, and local work, except picking up or setting off livestock, or car, or cars of perishable freight, and run through to the terminal.

75.09 Local arrangements may be made to start a way freight in advance of 0400 or later than 1200, when required by the exigencies of the service; the concurrence of the General Chairman, under such circumstances, shall not be unreasonably withheld.

75.10 When regular assigned way freight runs are cancelled and it is possible to operate other trains, the assigned crews will be allowed 100 miles, except when cancelled on Sundays, or on the General Holidays specified in clause 30.01

75.11 Article 3 and clauses 68.15, 68.16, 68.17, 68.18, apply to way freight service.

75.12 Way freight assignments will be bulletined specifying the home terminal, the objective terminals, working limits, and the starting time. So far as it is practicable, way freight assignments will start at the bulletined time, except that an assignment may be started at a time later, but not earlier than that specified in the bulletin. When bulletined starting time is changed more than 3 hours, the assignment will be re-bulletined.

75.13 Except for clause 8 above, the provisions of this Article apply to regularly assigned Pick-Up Service.

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**ARTICLE 76 - ROAD SWITCHER SERVICE**

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Note: From 2018 MOS; formerly Article 19 CTY West and East.

76.01 Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, the General Manager may refer it to the General Chairman.

**76.02 ROAD SWITCHER LUNCH**

- a) Yard lunch provisions will apply to Road Switchers that spend the entire shift working within the yard as defined by the OMTS.
- b) Road Switchers that work outside of the OMTS but within yard switching limits will be provided the opportunity to take 20 minutes for lunch between 4 and 5 ½ hours after starting work without deduction in pay and upon advising the RTC at least 1 hour in advance. Employees will not be required to work longer than 5 ½ hours without being allowed 20 minutes for lunch, with no reduction in pay or time therefore.
- c) Road Switchers that work outside of the Terminal limits will be governed by the road provisions for Meals Enroute.

Question 1: In the application of paragraph (a.) how will it be determined that a Road Switcher assignment spends the entire shift within the yard for these provisions to apply?

Answer: Road Switchers that work within the yard as defined by the OMTS, or in the same manner as a conventional yard job for their entire shift will be governed by this provision.

Question 2: Which provision above, (a.) or (b.) applies to Road Switcher assignments that operate outside of the outer main track switch but within yard switching limits?

Answer: Paragraph (b.) applies, however it is understood that employees will take their lunch either on the locomotive or at the customer facility, if available.

Question 3: In the event the locomotive is not equipped with a functioning refrigerator, what options are available to the employees?

Answer: When the employee reports for duty and determines that the refrigerator is not functioning, they must notify their supervisor as soon as possible so that alternate arrangements can be made to accommodate lunch.

Question 4: In the event a Road Switcher performs work within both a yard and outside of the OMTS but within Terminal limits, how will it be determined which lunch provision applies for that shift?

Answer: Employees will be advised when they report for duty which lunch provision will govern their work day. In the application of this provision, in the event the crew is within close proximity to a designated lunch facility and no additional operational delay will be incur, the employee will have the option of using the designated lunch facility.

**WEST APPLICATION** - Overtime shall be paid for on the minute basis at a rate per hour of 3/16th of the daily rate.

76.03 **WEST APPLICATION** - Trainpersons assigned to Road Switcher Service will perform all service required and may be run in and out and through their assigned home terminal or any other terminal without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from time required to report for duty until released from duty at home terminal.

**EAST APPLICATION** - Trainpersons assigned to Road Switcher Service will perform all service required and may be run in and out and through their assigned home terminal or any other terminal without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from time required to report for duty until released from duty at home terminal, subject to the basic day and overtime provisions applicable to freight service.

76.04 Each crew in these assignments will be guaranteed 2600 miles per month at road switcher rates. In the event of an assignment being discontinued or created during any month, crews will be paid their full proportion of the monthly guarantee prorated according to the number of calendar days on the assignment as related to the number of calendar days in that month.

76.05 The term "Road Switcher" as used in this Article does not apply to passenger, work or mixed train assignments.

76.06 **WEST APPLICATION** - Members of a crew may be used individually for service incidental to their own train prior to departure from and/or after arrival at the terminal. When switching is performed not less than three of a crew will be used except as provided in Articles 66 and 67. Switching does not include movement of locomotive to or from shop or tie-up track. Trainpersons used individually for service at the end of the day will submit their own wages ticket.

76.07 Ad hoc road switchers will receive all payments that are applicable to a freight crew that is called in turn service, including but not limited to, off main payments (OM), TT&J and PU claims.

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**ARTICLE 77 - ROAD SERVICE – ASSIGNED SERVICE CONDITIONS**

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Note: Formerly Article 20 CTY West and clause 19.05 (1) (2) East.

- 77.01 Assignments, other than work trains, will be bulletined specifying the home terminal, initial and objective terminals for each trip, territory over which the assignment is to perform service, starting time and days of operation. So far as it is practicable, assignments will start at the bulletined starting time, except that on any day, an assignment may be started up to five hours beyond the bulletined starting time, but not earlier than that specified in the bulletin unless otherwise mutually agreed. Should an assignment not be called within five hours of its bulletined starting time, the assigned crew shall be cancelled. When bulletined starting time is changed more than 3 hours, the assignment will be re-bulletined.
- 77.02 Bulletins for work train assignments will, as nearly as possible, specify the subdivisions on which the work is to be performed and the nature of the work. This does not mean that crews assigned to work train service as bulletined, cannot be used for other work train services on the specified subdivisions or on other subdivisions.
- 77.03 Local Officers of the Company and Local Chairman may make arrangements by mutual agreement or a Road Switcher assignment to have different bulletined starting times on different days of the week.

**WEST APPLICATION**

- 77.04 Assignments may be created to provide for additional extra or swing Brakeperson, extra Baggagepersons or Assistant Conductors, to augment a full crew on passenger assignment, when such additional employees are not required to work with the regular crew for the full extent of the run.
- 77.05 Home and objective terminals for assigned additional Trainpersons will not necessarily be the same as those for the crews on the regular assignment, but the same rates, conditions and guarantees will apply.
- 77.06 Regularly assigned Trainpersons will not be regarded as subject to call for spare work during their layover periods unless they signify in writing their desire for spare work, but they will not be so used when spare employees are available, subject to the provisions of sub-clause 88.06(1).
- 77.07 Crews assigned to regular runs will not be compelled to staff runs other than that to which they are regularly assigned, except in cases of wrecks when no other crews are available.

Assigned crews willing to perform extra service during their layover hours will not be used to the detriment of unassigned crews if unassigned crews are available.

When an assigned crew is used instead of an available unassigned crew, the unassigned crew will be compensated to the full extent of the total miles made by the assigned crew making the trip.

77.08 Trainpersons assigned to regular runs will not be required to stay in cabooses at terminals and unless they are advised they will be required before their regular run, they will not be considered absent from duty if so required and not available.

77.09 When an assigned crew is used outside its assignment off its assigned territory it will be paid at schedule rates and conditions for such service in addition to and irrespective of the compensation provided for the assigned service.

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**ARTICLE 78 - ROAD SERVICE – FULL CREW (WEST APPLICATION)**

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Note: Formerly Article 22 CTY West.

78.01 When freight crews are called out for any service the full crew will be used subject to the provisions of Articles 66 and 67.

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**ARTICLE 79 - ROAD SERVICE – MISCELLANEOUS SERVICE**

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Note: Formerly Article 25 CTY West and East.

**WEST APPLICATION****79.01 DOUBLING**

- (1) Trainpersons doubling will be paid actual miles run or hours made, whichever is the greater. Miles or hours so paid will be added to the mileage of the trip.
- (2) Trainpersons performing turnaround service within a trip, including back up movement into terminal because of locomotive failure, accident, stalling, etc. will be paid for the actual miles run. The points between which turnaround service is performed or back up movement into terminal is made will be regarded as turnaround points and time at the turnaround points will be paid for in accordance with clause 68.04. Actual miles paid for will be added to the mileage of the trip and time paid for will be paid in addition to pay for the trip but will be deducted in computing overtime.
- (3) In cases where it is necessary for an engine to run for fuel or water or for other reasons and any member of the crew accompanies the engine, actual miles run will be allowed the crew.

**79.02 COUPLING AND UNCOUPLING HOSES**

Trainpersons will not be required to couple or uncouple air or steam hose at points within terminals where Carmen are employed and within the hours of service of such Carmen.

**Note:** This rule will not be used by Trainpersons to delay their train.

**EAST APPLICATION**

79.03 **DOUBLING** - Mileage made doubling or assisting other trains will be added to the mileage of the trip.

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**ARTICLE 80 - ROAD SERVICE – CALLING CREWS & EMPLOYEES ON REGULAR RUNS OFF DUTY**

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Note: Formerly Article 27 CTY West and East.

- 80.01 Employees will be called in time to be on duty at time required by the Company. Where telephone service is available, employees will be called by telephone only, except that other means will be used in cases of telephone failure when the employee resides within the applicable calling area in 1987. Other means may also be used when employees are accommodated in facilities provided by the Company. Employees will be given at least a two-hour call except, when Trainpersons are called S.A.P. (except in cases of emergency); they will be called for a specified time.
- 80.02 **WEST APPLICATION** - Conductor, Trainperson and Yardperson when called will be called for a specific time in all services.
- 80.03 **EAST APPLICATION** - Employees on regular runs off duty
- (1) Trainpersons assigned to regular runs will not be considered absent from duty after arrival at the final terminal at the end of a day's run, but if called for service will be given their turn out with unassigned crews.
  - (2) Trainpersons employed on regular runs will be allowed to go home for Sunday, provided regular service permits.

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**ARTICLE 81 - ROAD SERVICE – CALLED AND CANCELLED**

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Note: Formerly Article 28 CTY West and East, March 21, 2003 Letter.

- 81.01 Trainmen at the home terminal cancelled prior to commencing work will be entitled to book up to eight hours rest.
- 81.02 **CANCELLATION OF ASSIGNMENTS**
- Trainpersons assigned in Road Service whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less than 5 hours' notice of cancellation in advance of advertised departure time is given, Trainpersons will be paid 100 miles at the rate applicable to the class of service to which assigned for each day lost. The foregoing payment does not apply to Trainpersons in those classes of service in which a daily guarantee applies.
- 81.03 **CALLED & CANCELLED/CONDUCTOR ONLY PENALTY PAYMENT (CT) – INITIAL TERMINAL**

In circumstances where a Conductor-only crew performs switching at the initial terminal to which they are entitled payment under the Conductor-only agreement (CT claim) and are cancelled prior to departure, the Conductor would be entitled to 100 miles for the called and cancelled as per this article as well as the CT claim. No payment, however, would be provided for initial time.

81.04 **WEST APPLICATION** - Trainpersons in all classes of service called for duty and cancelled before starting work will be paid through freight rates on the minute basis of 12-1/2 miles per hour with a minimum of 33 miles and will hold their turn. If cancelled after work has commenced, they will be entitled to not less than 100 miles at the rate of class of service called for and will stand last out in unassigned service and hold their turn in assigned service. The application of this Clause is not to result in any duplicate payment.

81.05 **WEST APPLICATION** - Trainpersons will not be considered to have started work until they have actually started their train or commenced to switch.

81.06 **EAST APPLICATION - RATE OF PAY**

When Trainpersons are called and cancelled they will be paid through freight rate with a minimum of 37-1/2 miles if cancelled after reporting for duty 12 and 18-3/4 miles if cancelled before reporting for duty and will stand first out except in such cases as a minimum day is paid for. Trainpersons held for duty and not used will be paid 100 miles for each twenty-four hours while waiting.

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**ARTICLE 82 - ROAD SERVICE – PILOTING**

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Note: Formerly Article 31 CTY West and 25 CTY East.

**WEST APPLICATION**

82.01 Trainpersons acting as Pilots, or Trainpersons acting as Conductors on engines running light will receive Conductor's pay at through freight rates and under through freight conditions.

82.02 When a member of a crew is used as Pilot or Conductor on an engine to a terminal for any purpose, they may be returned to their assignment either with the engine or deadhead irrespective of their turn and will not be considered as violating Article 72. In these circumstances the Conductor will have the right to pilot engine if they so desire, otherwise the senior qualified Brakeperson will be used.

**EAST APPLICATION**

82.03 Trainpersons acting as Pilots will be paid Conductors' through freight rates when a Pilot, as defined in Operating Rules, is required, a competent Trainperson will be supplied, in addition to the regular crew. A Trainperson unfamiliar with the physical characteristics of the road will not be required to go. (Appendix B-20 is deleted; the language is incorporated into clause 82.04.)

82.04 Where self-propelled equipment movements or work is being performed under the protection of Maintenance of Way flagging or a track occupancy permit, such units when operating as trains on main tracks, signalled sidings and signalled yard tracks, must be accompanied by a Pilot or authorized Operating Officer. There may also be unusual circumstances, which in the opinion of local Officers, may indicate the desirability of employing a Pilot or authorized Operating Officer where they would not be required by the above.



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**ARTICLE 83 - ROAD SERVICE – CABOOSELESS TRAIN OPERATIONS**

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Note: Formerly Article 34 CTY West and East.

- 83.01 A caboose shall not be required on any train or assignment provided always that the Company shall be in compliance with the operating conditions set out herein. The provisions of this Article shall not apply where cabooseless operations are not undertaken on any particular train or assignment.
- 83.02 Where the Company shall decide to operate any particular train or assignment without a caboose and has complied with all of the operating conditions, existing rules that are in conflict herewith shall have no application. In this regard, all references to cabooses, caboose utilization, caboose supplies, etc., or any other condition attached to the utilization of cabooses in the Collective Agreement, Memoranda of Agreement, Letters of Understanding, Company letters or Local Agreements or Understandings shall not be interpreted as requiring the use of a caboose on any train or yard movement.
- 83.03 At least ninety days prior to the date on which the Company determines that trains are to operate without a caboose a notice shall be given to that effect to the General Chairman with a copy to the Local Chairman. The notice shall specify;
- (1) the classes of service and the assignments to be operated without a caboose;
  - (2) the territory in which cabooseless trains will be operated;
  - (3) date of implementation and
  - (4) a statement that the Company will have complied with all of the operating conditions prescribed for cabooseless operations.
- 83.04 Should the Union contend that the Company has not complied with the operating conditions or that a particular train or assignment is inappropriate for cabooseless operations because of the length and frequency of reverse movements or due to some other circumstance that it considers would make cabooseless operations impracticable, the Union shall so notify the Company within 30 days of receipt of the notice, outlining the particular circumstances which, in the opinion of the Union, necessitate the use of a caboose and the reasons therefore.
- 83.05 A meeting shall be convened between the appropriate Company and Union Officer within 15 days of receipt of notification from the Union to discuss the Union's claim. The meeting shall be limited to a determination of whether;
- (1) the length and frequency of reverse movements are excessive,
  - (2) whether any other particular circumstance makes cabooseless operations impracticable, and
  - (3) whether such operating procedures as may be proposed by the Company would constitute a suitable alternative to the use of a caboose.
- 83.06 If agreement on the matter subject to determination cannot be reached, the issue still in dispute may be referred, within 10 days of the meeting referred to in item 5 above, by the

General Chairman designated to the designated Company Officer for further consideration in which the System Steering Committee may be involved. A meeting to discuss such issue will be convened within 10 days of receipt of such referral.

83.07 Should agreement not be reached between the General Chairman and the designated Company Officer, the issue still in dispute may, within 10 days of the meeting referred to in item 6 above, be referred to the Canadian Railway Office of Arbitration and Dispute Resolution for determination in accordance with the procedures contained in the Memorandum of Agreement dated September 1, 1971, as amended, with respect to the establishment of the CROA & DR.

83.08 The Arbitrator shall be limited to making a determination of whether or not the length and frequency of reverse moves are excessive or that any other particular circumstance would make caboosless operations impracticable.

83.09 For the purposes of the application of this Article, impracticable shall be defined as meaning not reasonably capable of being done due to some condition that impairs an employee's ability to perform their duties but does not otherwise include considerations of safety.

83.10 Failure by the Union to provide notification or to progress the issue to the next steps within the time limited by these provisions shall constitute a conclusive indication that the Union agrees that it is proper to operate that particular train or assignment without a caboose.

**Note:** Notwithstanding the provisions of this clause if, anytime after receiving notice pursuant to Clause 83.03, in the opinion of the Union the Company has changed the operation of a train or an assignment such that the train or assignment is no longer appropriate for caboosless operations, the Union may invoke the provisions of this Article commencing with Clause 83.04.

83.11 (1) At points where maintenance staff is available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crew members will be responsible for keeping cabs in a clean and orderly condition en route between servicing points.

(2) At originating stations for trains or locomotive consists, where shop staff are employed, the cabs of all "leader" equipped locomotives which will be utilized in the lead position prior to reaching the next major locomotive servicing location, will be cleaned and serviced.

(3) While it is the responsibility of operating employees to maintain a clean work environment in the locomotive cab between servicing locations, run-through trains will have the lead locomotive cab cleaned by shop staff at the following locations;

Eastbound	Coquitlam, Calgary, Moose Jaw (For trains off the Taber Subdivision), Winnipeg, Chapleau and Saskatoon
Westbound	Chapleau, Winnipeg, Moose Jaw (for trains off the Weyburn or Lanigan Subdivisions), Calgary and Saskatoon
Southbound	Golden
Northbound	Golden

83.12 When trains or assignments (which are supplied with a caboose on or prior to July 25, 1989) are operated without a caboose, they will be operated subject to the following:

- (1) A Conductor on a cabooseless train shall be stationed in the operating cab of the lead locomotive. It shall be the responsibility of the Conductor to see to the safe operation of the train and equipment in their charge and for the observance of the rules. Among other matters, it shall be the responsibility of the Conductor to visually monitor the condition of their train. The relocation of the Conductor to the locomotive cab shall in no way diminish the authority and responsibility of the Conductor.
- (2) Trainpersons and Yardpersons will be required in respect of their train to apply, test and remove Train Information Braking System (TIBS) equipment and change batteries as required. This will not preclude the use of other qualified personnel. However, when a train is subject to a Certified Car Inspection (CCI), a qualified employee other than a Trainperson or Yardperson, if readily available, may be required to perform these duties.
- (3) Trainpersons and Yardpersons will be advised of calibration locations for Distance Measuring Devices prior to implementation of cabooseless train operations on each territory involved.
- (4) Each Conductor and Brakeperson on a cabooseless train shall be provided with an operational portable two-way radio, at least one of which shall have dispatcher tone capabilities, before leaving a crew change point.
- (5) Sufficient seating shall be provided for all crewmembers in the lead locomotive or trailing locomotives. Where trainees or deadheading employees are required to be on board, the Conductor shall deploy them and the other crew members between the lead and trailing units as shall best accomplish the operating purposes of that train or assignment. Such seating will be in accordance with item 1.14 of RTC Order No. R-41300.

**Note:** Cabs of the existing 9000 series locomotives and future such locomotives will be fitted with Brakepersons' and Conductors' seats of the type now installed for the use of the Locomotive Engineer. The retro-fit of the 9000 series locomotives will be completed by December 31, 1989. (Appendix B-27 is archived)

- (6) At points where maintenance staff is available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crew members will be responsible for keeping cabs in a clean and orderly condition enroute between servicing points.
- (7) The lead locomotive cab of a cabooseless train shall be equipped with a fold-out or permanent table sufficient in size and located in such manner that the Conductor shall be easily able to perform their clerical functions. The table will be provided with lighting that will not require the cab ceiling light to be used to read documents and that will not interfere with the vision of the other crew members in that cab at night. In addition, a secure cabinet shall be provided in which to maintain documents, books, pens, pencils and other things that are essential to the work of the Conductor.

(8) Each occupied locomotive cab shall be provided with the following:

- Proper toilet facilities including a toilet which is of a self-contained chemical flush type, or equivalent, and a positive (motor-driven) ventilation system. (Appendix B-43 is archived)
- A refrigerator which is not less than two cubic feet in size with a capacity to maintain a temperature of 4 degrees Celsius or lower, and which is otherwise capable of maintaining perishable foods in a safe and sanitary manner. (See archived Appendix B-29)
- A single element electric hot plate suitable for cooking, mounted in such a way that it shall not interfere with the ordinary work functions in the cab.

(9) A train or assignment may be operated in yard or transfer service without a caboose or properly equipped locomotive cab where equivalent alternate shelter and other amenities are provided at a location in reasonable proximity to where the train or assignment is required to operate. In the event of a dispute about whether such alternate shelter and other amenities are equivalent, it may be referred directly to the Canadian Railway Office of Arbitration and Dispute Resolution for determination upon notice by either party.

83.13 The lead locomotive shall be equipped with tools (including pinch bar, 18" adjustable pipe wrench, hay wire, wrecking cable, spare knuckles, hammer and cold chisel) and first aid equipment (including a stretcher, first aid kit and blanket) all of which shall be placed in a storage space that will preserve the integrity of the equipment and will not interfere with the duties of the members.

83.14 The Conductor shall be provided with a train consist print out, or equivalent, which shall indicate the total length of that train with slack fully extended.

83.15 Trainpersons and Yardpersons required by the Company to attend instruction classes concerning the operation of cabooseless trains during their layover time shall be paid for actual time in attendance at such classes at an hourly rate equal to 1/8 of the daily minimum rate applicable to the class of service in which employed. In no case shall the payment made be less than 4 hours. Spareboard Conductors and Brakepersons will be paid at the applicable through freight rate.

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**ARTICLE 84 - ROAD SERVICE – DEFECTIVE EQUIPMENT**

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Note: Formerly Article 35 CTY West and East.

**84.01 DRAFT GEAR**

Trainpersons will not be compelled to handle cars in trains, the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or livestock that may become disabled en route to the first terminal. Under no circumstances will Trainpersons be compelled to handle cars behind caboose other than official cars or flangers.

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**ARTICLE 85 - ROAD SERVICE – TRAINPERSONS TEMPORARILY TRANSFERRED (WEST APPLICATION)**

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Note: Formerly Article 37 CTY West.

- 85.01 A Trainperson will not be temporarily transferred from one seniority district to another except in case of shortage of Trainpersons on that district, and the junior Trainpersons will be sent and shall go, unless the senior employee wishes to go. Trainperson will be notified of such transfer at their home terminal and given necessary time to prepare for such transfer.
- 85.02 A Trainperson or crew will not be run off subdivision or subdivisions to which regularly assigned except in case of shortage of a Trainpersons or crew on another subdivision, or in case of emergency.
- Shortage of a Trainperson or crew will not be considered to exist when there is a Trainperson or crew available that could be moved to the point required without incurring delay to operations.
- 85.03 A Trainperson or crew run off territory to which regularly assigned on to another seniority territory under the provisions of Clause 85.02 will be deadheaded back to the territory to which regularly assigned.
- 85.04 A crew run off territory to which regularly assigned on to another territory within their seniority district under the provisions of Clause 85.02 will, on arrival at the objective terminal be deadheaded back to their own territory on the first available train, or if crews are not available at the objective terminal to handle trains required to be run, they will work back to their own territory on a first-in first-out basis.

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**ARTICLE 86 - ROAD SERVICE – CREWING NEW LINES AND WORKING OFF DISTRICT (EAST APPLICATION)**

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Note: Formerly Article 37 CTY East.

- 86.01 Preference in crewing new lines or extensions will be given Trainpersons on promotion district from which new line diverts. In future when a new line connects two promotion districts, it will be crewed by Trainperson's taken equally from those districts, provided they are competent, having regard to the Trainpersons' seniority, dating from the time of entering the service, and these Trainpersons will then rank with the Trainpersons on the promotion district to which they have been transferred, according to the dates from which they rank in the service, as Conductor, Baggageperson, or Brakeperson, respectively. This will not apply to diversions, reducing grades or distances on existing lines.
- 86.02 Trainpersons will not be temporarily transferred from one promotion district to another, except in cases of shortage of Trainpersons on that district, when the junior Trainpersons will be sent, and shall go, unless the senior Trainpersons wish to go. Trainpersons will be notified of such transfer at their home terminal and given the necessary time to prepare for it.

- 86.03 Trainpersons will not be run on any other than their own subdivision, except in cases of shortage of Trainpersons on such other subdivision.
- 86.04 Shortage of Trainpersons will not be considered to exist when there are Trainpersons available that could be moved to point required.

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**ARTICLE 87 - ROAD SERVICE – PREFERENCE OF WORK & PROMOTION**

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Note: 2022 MOS; Formerly 2015 Adams' Award, 2007 MOS, Article 38 CTY West and East.

**87.01 GENERAL ADVERTISEMENT OF ASSIGNMENTS KOOTENAY VALLEY RAILWAY**

- (1) At the General Advertisement of Assignments, which will be scheduled for December 31, 2013 and will continue in effect until December 31, 2016, all positions will be considered permanent vacancies. All positions will again be posted for a General Advertisement of Assignments for December 31, 2016 and every three years thereafter.

These vacancies will be bulletined for 30 days on the British Columbia seniority territory. Applications must be filed with the Crew Management Centre, with a copy provided to the respective Local Chairman. Internal change of card will be in April and October of every year.

- (2) Positions will be awarded to senior qualified employees pursuant to the provisions of the Core Agreements.
- (3) An employee who holds a permanent position on the KVR prior to the general advertisement of assignments and who is not awarded or who does not apply for a position bulletined under sub-clause 87.01 (1) above, will exercise seniority within CPR according to the applicable provisions of the Core Agreements. Employees, who do not bid, will stay on their assignments.
- (4) An employee who is absent for any reason throughout the entire bulletining period specified herein, may exercise their seniority on the KVR immediately upon return to active service in accordance with the provisions of the Core Agreements.
- (5) An employee displaced through the application of sub-clause 87.01 (3) above will exercise their seniority to a position on the KVR or the core railway pursuant to the terms of the applicable Core Agreements.
- (6) An employee awarded a permanent position on the KVR will be obligated to remain in KVR service for the duration of the general advertisement of assignments.
- (7) An employee awarded a permanent position on the KVR will be protected against displacement for the general advertisement of assignments pursuant to sub-clause 87.01 (1), except as provided for in sub-clause 87.01 (4); sub-clause 87.01 (9); a material change in working conditions; or a catastrophic event that the KVR Advisory Board believes should trigger a displacement.

## **Seniority**

(8) Employees from the core railway assigned to positions at the KVR under the terms of this Core Agreement shall have their names retained on the core railway seniority list..

## **Exercise of Seniority**

(9) Employees on the core railway may, in lieu of relocation or taking layoff, displace to positions on the KVR, pursuant to the applicable collective agreements. Such employees will have the right of recall on the core railway.

(10) Employees on the KVR may in lieu of relocation or taking layoff, displace to positions on the core railway, pursuant to the applicable Core Agreements. Such employees will have the right of recall to the KVR.

(11) Employees-on-the core railway covered-by the Core Agreement(s)-between CP Limited and-the TCRC will have the right to apply for positions advertised on the KVR at the General Advertisement of Assignments pursuant to the KVR Collective Agreement.

(12) A qualified Locomotive Engineer who is not regularly assigned as a Locomotive Engineer and is working on the KVR as a Trainman will not be required nor permitted to follow their seniority turn as a Locomotive Engineer on the core railway for the duration of the general change of assignments. This provision will not have an adverse effect upon the seniority standing of Locomotive Engineers.

(13) Core railway Trainmen working on the KVR who are required to train as Locomotive Engineer in accordance with their District seniority will be required to do so in their proper turn. Upon completion of training such employees will be allowed to exercise their seniority back to the KVR.

## **WEST APPLICATION**

87.02 Except as provided in clause 87.03, Trainpersons will have preference of work in any service to which their seniority as Conductor, Baggageperson or Brakeperson entitles them.

87.03 A qualified Conductor may work as a Brakeman or Baggageperson instead of as a Conductor in any class of service their seniority entitles them to at the terminal of their choice on their seniority district provided all Conductor positions are filled with promoted employees; otherwise the junior qualified Conductor working as a Brakeperson or Baggageperson at that terminal will be placed on the vacancy as Conductor unless the employee to be placed elects to displace a junior Conductor in any class of service. If a qualified Conductor not working as such is not available at that terminal, the position will be filled as provided for in second paragraph of clause 89.05.

87.04 At a terminal where a Conductor's Spareboard is maintained, a qualified Conductor will not be permitted to work on the Spareboard when their seniority entitles them to a regular position as Conductor at that terminal. However, a qualified Conductor shall be permitted to work on the Spareboard at that terminal in preference to being required to work as a Conductor at an outside terminal.

When a Conductor's position at an outside terminal is not filled from Spareboard, it will be filled by the senior qualified Conductor desiring such position. If no qualified Conductor desires to fill such position, it will be filled by the junior qualified Conductor not working as such at the terminal from which relief is normally supplied unless such Conductor elects to displace a junior Conductor in any class of service.

- 87.05 Trainpersons may bid for positions on Road and Common Spareboards. Road and Common Spareboards are considered to be regular positions in unassigned service and will operate on a first-in and first-out basis, regardless of seniority.

Trainpersons shall be permitted to work on the Spareboard at their home terminal in preference to being required to work as a Trainperson at an outside terminal in which case the junior Trainperson on the Spareboard from which relief is normally supplied will be placed on the Trainperson's vacancy at the outside terminal unless such Trainperson elects to displace a junior Trainperson in any class of service.

**Note:** A qualified Conductor who has reduced themselves to a Brakeperson may, when a new run is created, a crew is set up, they are displaced from an assignment or the unassigned pool of their choice or a permanent vacancy for a Conductor's position occurs, exercise their seniority to such position as Conductor according to their seniority.

- 87.06 A Trainperson required to fill a position in any class of service, by reason of being the junior Trainperson, will be permitted to vacate such position immediately they are no longer the junior Trainperson.
- 87.07 Runs extending over more than one seniority district will be divided proportionately on a crew basis on the actual mileage run by Trainpersons on the seniority districts affected, and each seniority district will be entitled to its proportion of the mileage run.
- 87.08 Trainpersons required to fill vacancies account no applications received or Trainpersons temporarily off their runs will come from the seniority district to which the position belongs.
- 87.09 On an inter-seniority district run, the layover will, where practicable, be determined by the seniority district having the greater number of Trainpersons on such run. Where the number of Trainpersons on such run is equal, the seniority district having the greater mileage will determine the layover.
- 87.10 When mileage adjustments are required, they shall be made on a yearly, semi-yearly or other basis by arrangement between the Local Officers and the Local Chairmen on the seniority districts affected with the least possible disturbance of crews.
- 87.11 Except as provided in Clauses 87.12 and 87.15, when a Trainperson does not exercise their preference to any particular run in assigned service to which their seniority entitles them, they will lose their rights to that run until it again becomes vacant.
- 87.12 At the general advertisement of assignments, all assignments shall be considered permanent vacancies. In the event there is no semi-annual change of timetable, a date for the general advertisement of assignments will be agreed upon by the General Manager for the Company and the General Chairman for the Union.



Permanent vacancies in assigned service or new assignments created will be bulletined for 7 days on the seniority district and given to the senior qualified Trainperson applying therefore. When an assignment is not started within 20 days after the bids close, the assignment must be re-bulletined. Permanent vacancies in unassigned service will be given to the senior qualified Trainperson applying in writing therefore.

**Note:** Between general advertisement of assignments permanent vacancies occur as a result of Trainpersons in assigned service bidding off their assigned positions, or leaving active service, or being appointed to official positions with either the Company or the Union.

If no applications are received, the junior Trainperson at the terminal where the new position is created will be assigned subject to the provisions of Clauses 87.03, 87.04, 87.05 and 87.06. If no Trainperson is available at that terminal, the position will be filled as provided for in Article 89, Clauses 89.05 and 89.09.

If by reason of sickness or leave of absence Trainpersons fail to bid on runs when advertised, they will have the right to exercise their seniority when available for service.

Applications will be signed and Trainpersons shall be responsible for their application being received at the designated office within the 7-day bulletin period.

Local Officers of the Company and Representatives of the Union will co-operate in the setting up of passenger assignments. In the establishment of such assignments, consideration will be given, where practicable, to favourable turnaround time, preference of day work, and through trains against local trains.

- 87.13 A Trainperson whose seniority entitles them to a regular position in unassigned service may vacate a position in assigned service upon serving 10 days' notice, and such notice cannot be withdrawn after this vacancy has been bulletined. This exercise of seniority will be administered on the first weekly crew change following the expiration of the 10 days' notice in accordance with local practices. Such Trainperson will not be permitted to make application for the vacancy created by their 10 days' notice, but must revert to unassigned service to any point on their Seniority District to which their seniority entitles them.
- 87.14 When reductions are made they shall be made in the reverse order of seniority unless a senior Conductor requests, in writing, to be reduced. Such request must be made before a crew is reduced.
- 87.15 A Trainperson in assigned service, when reduced or displaced, will exercise their seniority immediately to any position in assigned or unassigned service. A Trainperson in unassigned service, when reduced or displaced, and unable to hold a regular position in unassigned service on their seniority district, will exercise their seniority immediately to any class of service.

However, a Trainperson unable to hold a regular position at the terminal where reduced may fill a vacancy of six days or over at that terminal and for the purpose of this clause will be regarded as holding a regular position.

**Note:** For the purpose of this Clause, a regular set up Conductor/Trainperson in unassigned service who is reduced or displaced, may exercise their seniority to assigned service in preference to a Road Spareboard. In terminals that operate with Common Spareboards the employees may exercise their seniority to assigned Road or Yard Service in preference to the Common Spareboard.

87.16 When a reduction is made in unassigned service, the junior regularly set up Conductor and their crew will be reduced unless a senior Conductor requests, in writing, to be reduced. Such request must be made before a crew in unassigned service is reduced. A Trainperson so reduced will, if their seniority permits, displace the Junior Trainperson holding a regular position. The Trainperson so displaced may remain with the crew if their seniority permits.

**Note:** For the purpose of this clause a Conductor relieving in unassigned service will not be regarded as regularly set up.

87.17 A Trainperson in unassigned service desiring to exercise their seniority from one terminal to another may do so only at the change of time table or at the general advertisement of assignments if there is no change of time table upon notification to the proper authority, except when reduced from a regular position in unassigned service, or in exercising their seniority to a permanent vacancy, caused either by an additional crew being set up or by a Trainperson vacating a regular position and leaving a terminal thereby resulting in a reduction in the number of Trainmen holding regular positions at that terminal.

87.18 A Trainperson exercising seniority to unassigned service must displace the junior Conductor or Trainperson in the pool of their choice, except when a permanent vacancy exists in the position they desires, they must fill that vacancy.

87.19 The application of this Article is not to involve any deadheading expense to the Company.

**Note:** In the application of this Article the tie-up point of an assigned work train which is exclusively away from the home terminal shall be deemed to be an outside terminal.

## **EAST APPLICATION**

87.20 Promotion on each seniority district will be made according to seniority of Trainpersons on that district and will be governed by merit, fitness and ability. Trainpersons not promoted in their turn will be advised the reason in writing with a copy to the Local Chairman. Senior Trainpersons will be required to pass their examinations for Conductor in turn. Trainpersons who have refused promotion to Conductor are permanently restricted to freight service. A Trainperson employed after April 28, 1957 will, within 5 years from their initial date of employment as a Brakeperson, be required to pass their examinations for promotion to Conductor in turn. Trainpersons failing to pass their examinations will be given a second trial not less than 2 months or more than 6 months later. Trainpersons failing to pass on second examination will have their names placed at the foot of the master seniority list, or their services dispensed with after investigation subject to Article 39, Investigation and Discipline, of this Collective Agreement.

- 87.21 Trainpersons who have written their examinations will be given oral examination within 30 days of the written examinations and if successful in those examinations will be placed on the master seniority list as Conductor in accordance with their seniority standing on the master seniority list as a Brakeperson.
- 87.22 All Trainpersons to be eligible for a position as Conductor, in addition to passing all required written and oral examinations must have 6 months actual experience in freight service immediately preceding the date of exercising seniority rights as Conductor. The 6-month period may be reduced or waived at the discretion of the Local Officers of the Company.
- 87.23 A new Brakeperson shall not be regarded as permanently employed until after six months cumulative service from the date of making first pay trip, and, if retained, shall then rank on the master seniority list from the date and time they commenced their first pay trip. In the meantime, unless removed for cause, which, in the opinion of the Company renders them undesirable for its service, the Brakeperson shall be regarded as coming within the terms of this Collective Agreement.
- 87.24 Promotion to runs extending over more than one division will be divided and assigned between such divisions as nearly as possible on a mileage basis.
- 87.25 In the event of the transfer of existing lines from one General Manager's Region to another, Trainpersons affected will have the choice of being transferred according to seniority. The Trainpersons transferred will rank with those on the promotion district to which they transfer according to the dates from which they rank as Conductor, Baggageperson or Brakeperson respectively, but no Trainperson will be reduced unless the number of crews employed is reduced.
- 87.26 It may be arranged by agreement between the General Chairman and the General Manager when mutually agreeable to permit a Conductor when sick, disabled, or injured to work in a junior class of service as long as such employee's conditions justifies such an arrangement.
- 87.27 Trainpersons having gained rights under previous agreements in either passenger or freight service will not lose any such rights under this Collective Agreement. Trainpersons who have lost their promotion rights under former promotion rules will not be considered as gaining any rights under this Collective Agreement.
- 87.28 Except as provided in Clauses 87.29 and 87.30, Trainperson will have preference of work in any service to which their seniority as Conductor, Baggageperson or Brakeperson entitles them on any or all parts of their seniority district.
- 87.29 A qualified Conductor may work as a Brakeperson or Baggageperson instead of as a Conductor in any class of service their seniority entitles them to on their seniority district provided all Conductor positions are filled with promoted Trainpersons; otherwise, subject to the provisions of sub-clause 87.31(5), the junior qualified Conductor working as a Brakeperson or Baggageperson will be placed on the vacancy as Conductor unless the employee to be placed elects to displace a junior Conductor in any class of service.

**Note:** A qualified Conductor who has reduced themselves to a Brakeperson may, when a new run is created, a crew is set up, they are displaced from an assignment or the unassigned pool of their choice or a permanent vacancy for a Conductor's position occurs, exercise their seniority to such position as Conductor according to their seniority. A Trainperson required to fill a position in any class of service, by reason of being the junior Trainperson, will be permitted to vacate such position when they are no longer the junior Trainperson and the then junior Trainperson is available to fill the position.

87.30 A Trainperson restricted to passenger service due to disability may, during the period of restriction, provided they are still entitled to a regular position at the home terminal, be permitted to displace the junior non-restricted Trainperson in passenger service subject to the approval of the Local Officers of the Company and the local Representatives of the Union.

87.31 (1) At the general advertisement of assignments, all assignments shall be considered permanent vacancies. In the event there is no semi-annual change of timetable, a date for the general advertisement of assignments will be agreed upon by the General Manager for the Company and the General Chairman for the Union.

(2) Permanent vacancies in assigned service or new assignments created will be bulletined for 7 days on the seniority district and given to the senior qualified Trainperson applying therefore. Permanent vacancies in unassigned service will be awarded to the senior qualified Trainperson applying in writing therefore.

**Note:** Between general advertisement of assignments permanent vacancies occur as a result of Trainpersons in assigned service bidding off their assigned positions, or leaving active service, or being appointed to official positions with either the Company or the Union.

(3) Trainpersons who are absent by reason of injury, sickness, leave of absence or vacation during the entire period the bulletin is in effect will have the right to exercise their seniority immediately upon reporting for duty.

(4) Applications will be signed and Trainperson shall be responsible for their application being received at the designated office within the 7-day bulletin period.

(5) When there are no applicants for a Conductor's temporary vacancy of six days or more or for permanent vacancy or new assignment in either assigned or unassigned service, the junior qualified Conductor on the master seniority list in that Sub-Zone not holding a regular Conductor's position will be required to fill it. If no qualified Conductor is working as a Brakeperson in that Sub-Zone, then the junior qualified Conductor not holding a regular Conductor's position in the Zone where the vacancy exists will be required to take the position. If no qualified Conductor is working as a Brakeperson in that Zone, then the junior qualified Conductor not holding a regular Conductor's position on the Superintendent's Division where the vacancy exists will be required to take the position. If no such qualified Conductor is available on the Superintendent's Division, then the junior qualified Conductor on the Seniority District will be required to take the position. Where common spare boards are maintained when there is no applicant for a Brakeperson's temporary vacancy of six days or more or for a permanent vacancy or new assignment in assigned or unassigned road service, it will be awarded to the junior spare employee on

the common spare board in that Sub-Zone. At Montreal and Toronto, where separate spare boards are maintained, when there is no applicant for such vacancies or new assignments in assigned or unassigned road service, it will be awarded to the junior spare Trainperson on the road spare board in that Sub-Zone. If no applicant and no employee is available in that Sub-Zone, then the junior Trainperson in the Zone where the vacancy exists will be required to take the position.

If no Trainperson is available in that Zone, then the junior employee on the Superintendent's Division where the vacancy exists will be required to take the position. If no employee is available on the Superintendent's Division, then the junior Trainperson on the Seniority District will be required to take the position.

87.32 Promotion of Trainpersons will be to any run in any service to which their seniority as Trainpersons entitles them. In the event of a Trainperson refusing to accept any particular run in assigned service that their seniority entitles them to they will lose the rights to that run until it again becomes vacant, provided, however, that a Trainperson displaced by reduction of crews, or otherwise, will have the right to exercise their seniority and take any Trainperson's position to which their seniority entitles them.

87.33 When a reduction is made in unassigned service, the junior regularly set up Conductor and his crew will be reduced.

**Note:** For the purpose of this Clause a Conductor on a temporary vacancy in unassigned service will not be regarded as regularly set up.

87.34 A Trainperson who has made application for, and has been awarded an assignment, must accept such assignment immediately upon being notified that the assignment has been awarded to them (except when otherwise engaged at the time under rights conferred by Article 88) and will remain on it until assignment is abolished, they are displaced or until they exercise their seniority to bid in some other assignment. A Trainperson in assigned service may, once between each general advertisement of assignments, return to unassigned service 10 days after receipt of written notice of their desire to do so or as soon as it is possible after the issuance of a bulletin to award the assignment to another Trainperson. In the application of the provisions of this Clause, a regularly assigned Conductor will not be permitted to give 10 days' notice to vacate an assignment for the purpose of demoting himself to a Brakeperson.

87.35 A Trainperson who is regularly assigned as a Conductor will not be permitted to bid in an assignment, nor exercise seniority on a temporary vacancy or a temporary assignment, other than as a Conductor except at the general advertisement of assignments.

A Trainperson who is not regularly assigned as a Conductor but who is filling a temporary assignment of six calendar days or more or a temporary vacancy of six calendar days or more as a Conductor, will not be permitted to bid in a temporary assignment or a temporary vacancy other than as a Conductor except at the general advertisement of assignments.

87.36 Changes from one class of service to another will be governed by merit, fitness and ability, of which the Superintendent in charge of the territory on which the changes are to be made is to be the judge, subject to appeal to the General Manager.

87.37 A Trainperson in unassigned service desiring to exercise their seniority from one terminal to another may do so only at the general advertisement of assignments upon notification to the proper authority, except when reduced from a regular position in unassigned service, or in exercising their seniority to a permanent vacancy resulting from either an additional crew being set up or by a Trainperson vacating a regular position and leaving a terminal thereby resulting in a reduction in the number of Trainpersons holding regular positions at that terminal.

87.38 A Trainperson exercising seniority to unassigned service must displace the junior Conductor or Brakeperson in the pool of their choice, except when a permanent vacancy exists in the position they desires, they must fill that vacancy.

87.39 In the application of this Article the Company is not to be involved in any expense for deadheading, uniforms or otherwise.

**87.40 EMPLOYEE TRANSFER OF TERMINAL AT CHANGE OF CARD**

1. The following protocol will be used when determining eligibility of employees applying to exercise seniority between districts and regions at the General Advertisement of Assignments:

a. The Company will issue the general advertisement of assignments 42 days prior to the date in which change of card takes effect.

b. The Company will accept electronic notification (bid) from employees up to 28 days prior to the General Advertisement of Assignments.

c. Once the above referenced cut-off date has expired (28-days), the Company will within 14 days:

i. Issue a bulletin naming the successful applicants and the locations they are transferring to.

ii. Provide Local Chairmen with copies of all electronic bids.

iii. Provide the General Chairmen with all relevant information of employees who have made application to transfer, including name, seniority ranking, and locations exercising to and from.

iv. Provide employees who are unsuccessful, and the General Chairmen, the reasons thereof.

v. Employees who are awarded positions outside of their District and who cannot be released in conjunction with the General Advertisement of Assignments due to staffing requirements will be notified accordingly. Employees falling under this category may be held in their terminal for no more than thirty days following the effective date of the General Advertisement of Assignments.

d. To determine whether an employee can successfully hold a permanent vacancy in the location to which they have applied, the following formula will be used:

- i. The week prior to the cut-off date in (a), the Company will calculate a 1 (one) month average for all unassigned pools and common spareboards.
  - ii. This average will be added to the number of all assigned permanent positions existing at the location on the cut-off date referenced in (a) above.
  - iii. The combined total will constitute the terminal employee baseline.
  - iv. Employees making application to transfer will be assessed relative to the junior employee on the terminal baseline in their craft:
    - If transferring within the region and if senior to the junior employee, the transfer will be approved;
    - If transferring between regions (refer to clause 90.09) and if senior to the junior employee, the transfer will be approved unless a layoff would occur at the destination terminal at the time of implementation of the General Advertisement. Employees disallowed on the basis of a potential layoff at the destination terminal will be advised 14 days in advance of the General Advertisement.
2. Employees may continue to exercise their seniority to another Terminal as provided for elsewhere within the Collective Agreement.

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**ARTICLE 88 - ROAD SERVICE – FILLING TEMPORARY VACANCIES**

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Note: Formerly Article 39 CTY West and East.

**WEST APPLICATION**

- 88.01 A Trainperson on leave of absence or temporarily off their position will be relieved as hereinafter provided. In the application of clause 88.01 when a qualified Trainperson/ Yardperson is promoted to the Locomotive Engineer's working list or to a regular position of Fireperson/helper in passenger service, such employee's regular position as a Trainperson/ Yardperson will be regarded as a temporary vacancy and will be filled in accordance with the provisions of this Article until they return to the ranks of Trainperson/ Yardperson or until the next general advertisement of assignments whichever is the earlier.
- 88.02 A temporary vacancy in assigned service, other than as a result of annual vacations, which is known sufficiently in advance to be for 6 days or more, or which has existed for 6 days, will be bulletined for 7 days and given to the senior qualified Trainperson applying therefore. If no applicant for a temporary vacancy on a Conductor's position at a terminal where a Conductor's Spareboard is established, the senior spare Conductor will be placed on the vacancy. If no applicant for a temporary vacancy on a Conductor's position at an outside terminal, the junior qualified Conductor at the terminal from which relief is normally supplied will be placed on the Conductor's temporary vacancy, unless such Conductor elects to displace a junior Conductor on a temporary vacancy in assigned service or the junior Conductor on a temporary vacancy

in unassigned service. If no applicant for a temporary vacancy on a Conductor's position at a terminal where a Conductor's Spareboard is not established, the vacancy will be filled in accordance with the provisions of sub-clause 88.06(3).

If no applicant for a temporary vacancy on a Brakeperson's or Baggageperson's position at a terminal where a Brakeperson's Spareboard is established, the senior spare Brakeperson will be placed on the vacancy. If no applicant for a temporary vacancy on a Brakeperson's or Baggageperson's position at an outside terminal, the junior Brakeperson on the Spareboard from which relief is normally supplied will be placed on the Brakeperson's or Baggageperson's temporary vacancy, unless such Brakeperson elects to displace a junior Brakeperson on a temporary vacancy in assigned service or the junior Brakeperson on a temporary vacancy in unassigned service.

If there is no qualified Trainperson available to fill a Conductor's vacancy or no Brakeperson available to fill a Brakeperson's or Baggageperson's vacancy at the terminal where the vacancy exists, the vacancy will be filled as provided for in clauses 89.05 and 89.09.

If not bulletined, the vacancy may be filled in accordance with sub-clause 88.03(1).

### **88.03 RELIEF BY REGULAR EMPLOYEES**

- (1) Except where a Conductor's Spareboard is established, a Conductor holding a regular position will have the right to fill vacancies of less than 6 days in assigned service except the class of service in which they are employed.

When it is known that a position in assigned service is to be vacant for a period of 6 days or more, the senior Conductor, Baggageperson or Brakeperson desiring same will have the right to take it immediately. A Brakeperson or Baggageperson holding a regular position does not have the right to fill vacancies of less than 6 days' duration as Brakeperson or Baggageperson in any class of service.

- (2) A Conductor holding a regular position and desiring to do relief work of less than 6 days in either passenger, mixed, wayfreight, road switcher or work service, will so advise the Local Officers in writing at each general advertisement of assignments and take such service when called. A Conductor who does not indicate their desire to do such relief work will not be called if there are other Conductors available, otherwise they will go when called. A Conductor set up after the general advertisement of assignments will be permitted to advise their desires immediately on being set up.
- (3) Trainpersons holding regular positions will not have the right, in their respective classes, to do relief work in unassigned service, except a Trainperson who is required to work in assigned or unassigned service at a terminal away from their home terminal by reason of following their promotion or who is unable to hold a regular position in the unassigned pool of their choice at their home terminal, will have the right to do relief work known to be for 6 days or more in any class of service at their home terminal and a Trainperson required to work in assigned service at their home terminal by reason of following their promotion, will have the right to do relief work known to be for 6 days or more in unassigned service at their home terminal.



- (4) A Trainperson who, by their seniority, is entitled to take a temporary vacancy and who fails to do so at the first opportunity will lose their right to such vacancy unless displaced or reduced.

#### **88.04 RELIEF BY SPARE TRAINPERSONS**

When temporary vacancies have not been filled as hereinbefore provided, such vacancies will be filled in the following manner:

- (1) Unless otherwise mutually agreed, separate Spareboards for Roadpersons will be maintained at Thunder Bay, Winnipeg, Calgary and Coquitlam. At all other locations Common Spareboards, run on a first-in first-out basis will be maintained for the purpose of providing relief in both Road and Yard Service. Where Common Spareboards are maintained a shift in Yard Service shall count as 125 freight miles for the purpose of mileage limitation. Employees who lose their turn by not being available when called will drop to the foot of the Spareboard.
- (2) Conductor's Spareboards will be established by mutual agreement between the Local Officers of the Company and the Local Representatives of the Union. When a Conductors' Spareboard is established, the Local Officers of the Company and the Local Representatives of the Union will regulate the number of employees on the board so that they will make as nearly as practicable not less than 2800 miles a month at the through freight rate. This is not to be construed as constituting any guarantee. Employees on the Spareboard will run first-in first-out and those who lose their turn by not being available when called will drop to the foot of the Spareboard.
- (3) Arrangements may be made locally by mutual agreement to fill vacancies of less than 6 days at outside points by any qualified employee to avoid excessive travelling by spare employees.

#### **88.05 WHERE A CONDUCTOR'S SPAREBOARD IS ESTABLISHED**

- (1) A vacancy of less than 6 days will be filled from the Spareboard.
- (2) A vacancy of 6 days or over, existed or known, will be filled by the senior spare Conductor until the employee being relieved returns or until actually displaced, except that a spare Conductor will have the right to remain on the Spareboard in preference to filling a vacancy of 6 days or more at a terminal or point away from the terminal at which the Spareboard is maintained. A spare Conductor will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not apply to moving from one vacancy to another in the same pool in unassigned service at the same terminal.
- (3) If no spare Conductor desires to fill a vacancy of 6 days or over at a terminal or point away from the terminal where the Spareboard is maintained, the vacancy will be filled in accordance with the provisions of sub-clause 88.06(3).

#### **88.06 WHERE A CONDUCTOR'S SPAREBOARD IS NOT ESTABLISHED**

- (1) A qualified Conductor working as a Brakeperson or Baggageperson at the terminal of their choice, when able to hold a position as Conductor at that terminal, will not be allowed to

do spare or relief work as Conductor unless no other qualified Trainperson is available, otherwise the junior qualified Trainperson available will be called.

Providing they are not senior to the regular Conductor on the assignment, a qualified Conductor working as a Brakeperson or Baggageperson at the terminal of their choice, when able to hold a position as a Conductor at that terminal, will be allowed to do spare or relief work as a Conductor on the assignment to which they were the successful applicant to a position as Brakeperson or Baggageperson, providing they are the senior Employee desiring to do such relief work. Such Brakeperson or Baggageperson desiring to do relief work as a Conductor, in this instance, will so advise the Company in writing.

A qualified Conductor unable to hold a position as such at the terminal of their choice and desiring to do relief work on vacancies as a Conductor, will so advise the Company in writing specifying the terminals where such relief work is desired:

- At each general advertisement of assignments;
  - Immediately they are no longer able to hold a position as a Conductor; or,
  - Immediately they secure a position as a Brakeperson when able to hold a position as a Conductor in accordance with the provisions of the second paragraph of sub-clause 88.06 (1) and will go when called.
- (2) Subject to the provisions of sub-clause 88.06 (1), when a vacancy exists for a Conductor in freight service for one trip or more, but of less than 6 days' duration, a qualified Trainperson who is assigned to a caboose or crew as a Brakeperson, who stands out ahead of the caboose or crew in which the vacancy exists, will be permitted to take the service as a Conductor if they so desire. The responsibility will be on the qualified Trainperson who desires the service to make request to the crew clerk or other responsible supervisory employee for the service as Conductor. In making such a request to take the vacancy as a Conductor, the employee concerned does so at their own risk of being displaced by a senior qualified Trainperson coming into the terminal later.

**Note:** In the application of this sub-clause 88.06 (2) a Trainperson not assigned to the Spareboard must be senior to the first-out available Trainperson on the Spareboard in order to fill the vacancy. Otherwise, the vacancy will be filled from the Spareboard.

- (3) A vacancy of 6 days or over existed or known will be filled by the senior qualified Conductor not working as such desiring to fill vacancies in accordance with sub-clause 88.06 (1) until the employee being relieved returns or until actually displaced, except that such qualified Conductor will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not apply to moving from one vacancy to another in the same pool in unassigned service at the same terminal.

If there is no senior qualified Conductor available not working as such desiring to fill vacancies of 6 days or over, the junior qualified Conductor available not working as such will be placed on the vacancy unless they elect to displace a junior Conductor on a temporary vacancy.

## 88.07 WHERE A BRAKEPERSON'S SPAREBOARD IS ESTABLISHED

- (1) A vacancy of less than 6 days will be filled from the Spareboard.
- (2) A vacancy of 6 days or over, existed or known, will be filled by the senior spare Brakeperson until the employee being relieved returns or until actually displaced, except that a spare Brakeperson will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not apply to moving from one vacancy to another in the same pool in unassigned service at the same home terminal.
- (3) A Brakeperson shall be permitted to remain on the Spareboard in preference to going to an outside terminal or point for vacancies of 6 days or more. If no applications are received for a Brakeperson's vacancy at an outside terminal or point the junior spare Brakeperson will be required to fill such vacancy.

- 88.08
- (1) A qualified Conductor will not be required to go to an outside terminal for relief work if a qualified Conductor is available at such point.
  - (2) Except as provided in sub-clause 88.08 (3) and sub-clause 88.04(3) above, leave of absence will be taken at the home terminal and relief employees can only be displaced at the same home terminal.
  - (3) A Trainperson on a regular position in unassigned service who is allowed leave for one trip, or who is resuming service after being held off for mileage regulations and their caboose or crew does not return within 72 hours of its departure, may displace the spare employee at the outside point. This paragraph will not involve any payment for deadheading.
  - (4) A Trainperson filling an assignment in their proper order of seniority during a bulletin period will be required to remain in the position until the bulletin closes or until they are no longer the senior or junior employee for the position as the case may be.

88.09 A Trainperson called from the Spareboard or in accordance with seniority provisions and not going will not be permitted to work until the Trainperson taking their place returns except if the relieving Trainperson does not return to the terminal within a period of 7 days they will thereafter be permitted to take the turn they did not fill.

88.10 A relief employee will be released from the assignment as soon as they complete the last trip on relief assignment prior to return of regular Employee, providing the regular employee has booked on. The regular employee must book on at the earliest opportunity.

88.11 The application of this Article will not involve payment for deadheading in the exercise of seniority or to fill vacancies created as a result of the seniority provisions of the Agreement.

88.12 Trainpersons relieving Yardpersons will be paid under Yardpersons' rates and conditions. Trainpersons must not, however, be called for Yard Service if Yardpersons are available.

**Note:** In the application of this Article the tie-up point of an assigned work train which is exclusively away from the home terminal shall be deemed to be an outside terminal or outside point.

## **EAST APPLICATION**

88.13 A Trainperson on leave of absence or temporarily off their position will be relieved as hereinafter provided. In the application of this Article when a qualified Trainperson/ Yardperson is promoted to the Locomotive Engineer's working list or to a regular position of Fireperson/helper in passenger service, such employee's regular position as a Trainperson/ Yardperson will be regarded as a temporary vacancy and will be filled in accordance with the provisions of this Article until they return to the ranks of Trainperson/ Yardperson or until the next general advertisement of assignments whichever is the earlier.

### **88.14 RELIEF BY REGULAR EMPLOYEES**

- (1) A Conductor holding a regular position will have the right to fill vacancies of less than 6 days in assigned service except the class of service in which they are employed.
- (2) When it is known that a position in assigned service is to be vacant for a period of 6 days or more, the senior Conductor, Baggageperson or Brakeperson desiring same will have the right to take it immediately. A Brakeperson or Baggageperson holding a regular position does not have the right to fill vacancies of less than 6 days' duration as Brakeperson or Baggageperson in any class of service.
- (3) A Conductor holding a regular position and desiring to do relief work of less than 6 days in either passenger, mixed, wayfreight, road switcher or work service, will so advise the Local Officers in writing at each general advertisement of assignments and take such service when called. A Conductor who does not indicate their desire to do such relief work will not be called if there are other Conductors available, otherwise they will go when called. A Conductor set up after the general advertisement of assignments will be permitted to advise their desires immediately on being set up.
- (4) Trainpersons holding regular positions will not have the right, in their respective classes, to do relief work in unassigned service, except a Trainperson who is required to work in assigned or unassigned service at a terminal away from their home terminal by reason of following their promotion or who is unable to hold a regular position in the unassigned pool of their choice at their home terminal, will have the right to do relief work known to be for 6 days or more in any class of service at their home terminal and a Trainperson required to work in assigned service at their home terminal by reason of following their promotion, will have the right to do relief work known to be for 6 days or more in unassigned service at their home terminal.
- (5) It is understood the Company will not be put to any additional expense for deadheading on account of this provision, and that a Conductor or Brakeperson at an outlying station wishing to take advantage of it must first assure themselves that relief has been furnished without involving any claims for deadheading of either Conductors or Brakepersons.
- (6) A Trainperson who, by their seniority, is entitled to take a temporary vacancy and who fails to do so at the first opportunity will lose their right to such vacancy unless displaced or reduced.

## 88.15 RELIEF BY SPARE TRAINPERSONS

(1) When temporary vacancies have not been filled as hereinbefore provided, such vacancies will be filled in the following manner:

- Unless otherwise mutually agreed, separate Spareboards for Roademployees will be maintained at Montreal Terminals and Toronto. At all other locations common spare boards, run on a first-in first-out basis will be maintained for the purpose of providing relief in both Road and Yard Service. Where common spare boards are maintained a shift in Yard Service shall count as 125 freight miles for the purpose of mileage limitation. Trainpersons who lose their turn by not being available when called will drop to the foot of the spare board.
- Conductor's Spareboards will be established by mutual agreement between the Local Officers of the Company and the Local Representatives of the Union. When a Conductors' Spareboard is established, the Local Officers of the Company and the Local Representatives of the Union will regulate the number of employees on the board so that they will make as nearly as practicable not less than 2800 miles a month at the through freight rate. This is not to be construed as constituting any guarantee. Employees on the Spareboard will run first-in first-out and those who lose their turn by not being available when called will drop to the foot of the Spareboard.

88.16 Arrangements may be made locally by mutual agreement to fill vacancies of less than 6 days at outside points by any qualified employee to avoid excessive travelling by spare employees.

## 88.17 WHERE A CONDUCTOR'S SPAREBOARD IS ESTABLISHED

(1) Except as provided in Clause 88.14, Conductors' vacancies shall be filled in the following manner:

- A vacancy of less than 6 days will be filled from the spare board.
- A vacancy which has existed for 6 days or which is known to be of more than 6 days' duration will be filled by the junior spare Conductor until the employee being relieved returns or until actually displaced. If the junior spare Conductor is not available at the time relief is required, they will be required to fill the vacancy immediately they are available. A spare Conductor will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not, however, apply to moving from one vacancy to another in unassigned pool service.
- Temporary vacancies on Assistant Conductor's positions shall be filled from the Conductor's spare board.

#### **88.18 WHERE A CONDUCTOR'S SPAREBOARD IS NOT ESTABLISHED**

- (1) A qualified Conductor who can hold a Conductor's position in their proper order of seniority, at the terminal of their choice but who elects to work as a Brakeperson or Baggageperson instead, will not be allowed to do spare or relief work as Conductor unless no other qualified Conductor is available in which event the junior such qualified Conductor available will be called. The provisions of this Paragraph (1) do not apply to a qualified Conductor who elects to work as a Brakeperson or Baggageperson and who would only be entitled to a Conductor's position by reason of a senior qualified Conductor not electing to work as a Conductor in their proper order of seniority.
- (2) Except as provided in Clause 88.14 and subject to the provisions of Paragraph (1) of this Clause, a Conductor's vacancy of less than 6 days' duration shall be filled by the senior qualified Conductor available not working as such.
- (3) Except as provided in Clause 88.14 and subject to the provisions of Paragraph (1) of this Clause, a Conductor's vacancy which has existed for 6 days or which is known to be of more than 6 days' duration will be filled by the senior qualified Conductor not working as such desiring to fill such vacancy and will remain on it until the employee being relieved returns or until actually displaced, except that such qualified Conductor will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not apply to moving from one vacancy to another in unassigned pool service. If there is no qualified Conductor not working as such desiring to fill any Conductor's vacancy of 6 days or more, the junior qualified Conductor not working as such will be placed on the vacancy.
- (4) A temporary vacancy on an Assistant Conductor's position of less than 6 days' duration will be filled by the senior available qualified Conductor not working as such.

#### **88.19 WHERE A BRAKEPERSON'S SPAREBOARD IS ESTABLISHED**

- (1) A vacancy of less than 6 days will be filled from the Spareboard.
- (2) A vacancy of 6 days or over, existed or known, will be filled by the senior spare Brakeperson until the employee being relieved returns or until actually displaced, except that a spare Brakeperson will have the right to move from one vacancy of 6 days or over to another vacancy of 6 days or over. This will not apply to moving from one vacancy to another in the same pool in unassigned service at the same home terminal.

88.20 If there is no qualified Trainperson available to fill a Conductor's vacancy of 6 days or more or no Brakeperson available to fill a Brakeperson's or Baggageperson's vacancy of 6 days or more at the terminal where the vacancy exists, the vacancy will be filled as provided for in sub-clause 87.31 (5).

88.21 (1) A qualified Conductor will not be required to go to an outside terminal for relief work if a qualified Conductor is available at such point.

- (2) Except as provided in Paragraph (3) of this Clause and Clause 88.16 above, leave of absence will be taken at the home terminal and relief employees can only be displaced at the same home terminal. The foregoing will not apply where, under existing practices, local arrangements have been made whereby employees being relieved change off at any point other than the regular home terminal of the run, which practices will be continued in effect subject to any change which may be mutually agreed upon.
  - (3) A Trainperson on a regular position in unassigned service who is allowed leave for one trip, or who is resuming service after being held off for mileage regulations and their caboose or crew does not return within 72 hours of its departure, may displace the spare employee at the outside point. This paragraph will not involve any payment for deadheading.
  - (4) A Trainperson filling an assignment in their proper order of seniority during a bulletin period will be required to remain in the position until the bulletin closes or until they are no longer the senior or junior employee for the position as the case may be.
- 88.22 A relief Trainperson will be released from the assignment as soon as he completes the last trip on relief assignment prior to return of regular Trainperson, providing the regular Trainperson has booked on. If the regular Trainperson has not booked on prior to the completion of the last trip to be made by the relief Trainperson, the relief Trainperson will remain on the assignment and complete the following trip.
- 88.23 The existing arrangement at Schreiber, permitting East End pool Conductors to take a vacancy on a crew on the West End when a vacancy is for 10 days or more will not be affected by this Article, other than to substitute 6 days for the 10 days and to apply the same arrangement for pool Brakepersons.
- 88.24 The application of the provisions of this Article will not involve payment for deadheading in the exercise of seniority or to fill vacancies created as a result of the seniority provisions of this Agreement, nor where Trainpersons are required to fill a temporary vacancy of 6 days' duration or more due to no applications for such vacancy having been received or as a result of the application of the provisions of Article 74.

**LETTER RE: SENIORITY REWRITE**

December 5, 2007

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference

Mr. D. Olson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference

Dear Sir;

This refers to our various discussions regarding our attempts to complete the rewrite of the seniority provisions as they apply to Trainpersons.

In this regard the intent of both parties was to review the language provisions of the Consolidated Collective Agreement as they apply to trainmen and rewrite the language provisions for clarity and simplification, without making any fundamental changes to the scope or intent of the language.

To ensure that this issue was properly addresses it was agreed that the Company and Union would continue with their review and rewrite of the seniority provisions during the closed period.

Yours truly,

J. Bairaktaris  
Director, Labour Relations

I Concur,

Mr. D. Genereux  
General Chairman – Trainmen East

Mr. D. Olson  
General Chairman – Trainmen West



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**ARTICLE 89 - ZONE AGREEMENT (WEST APPLICATION)**

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Note: Formerly Article 40 CTY West.

**EXERCISE OF SENIORITY IN DEMOTION UNDER A ZONE PLAN****89.01 DIVIDING OF SENIORITY TERRITORY INTO ZONES**

- (1) When a Zone Plan is contemplated the Local Chairman will divide the Seniority District into Zones, so that employees may be permitted to avail themselves of the privilege of remaining at their homes. The Local Chairman will submit the proposed Zones to their respective locals and if the locals approve, the matter will be submitted to a referendum vote of the members of the locals; and if the vote is carried by a majority of the members of each local entitled to vote, the Local Chairman will have the authority to put the plan into effect, subject to the approval of the Local Officers.
- (2) If it is found at any time that the Zone Plan is not satisfactory in any particular seniority territory by either the Company or the Union, a meeting will be held on one month's notice to discuss and revise same in that particular territory.
- (3) The Zone Plan will also apply to Passenger and Mixed service where seniority districts permit.

89.02 The provisions of Article 87 will be relaxed only to the extent provided in this Article.

89.03 Trainpersons will remain in the Zone of their choice until:

- (1) The general advertisement of assignments.
- (2) A new run is created, a crew is set up or a permanent vacancy occurs, in any Zone, any of which would allow them to exercise their seniority to the new position created.

89.04 Except as provided in sub-clause 88.08(1), when a spare Conductor is required, the senior qualified Conductor not working as such in that Zone who is available and has indicated their desire for spare and relief work in accordance with the provisions of sub-clause 88.06(1), will be used for this service; otherwise the junior qualified Conductor not working as such and who is available will be used. This will not prevent a regular Conductor from doing relief work of 6 days or more as a Conductor on assignments on their Seniority District or in accordance with sub-clause 88.03 (3).

89.05 Any qualified Conductor working as a Brakeperson and desiring promotion to a regular Conductor's position in unassigned service in another Zone, will advise in writing, the Local Officers of the Company, copy to be furnished to the Local Chairman, so that consideration will be given to their application when any such vacancy occurs.

When an additional crew is required or a permanent vacancy occurs on a Conductor's position in a Zone, the senior applicant will be given the Conductor's position. If there is no applicant for the Conductor's position, the junior qualified Conductor not holding a regular Conductor's position at the terminal where the vacancy exists will be required to take the position. If there is no qualified Conductor at that terminal, the junior qualified Conductor not holding a regular position in that Zone will be required to take the position. If there is no qualified Conductor not holding a regular Conductor's position in that Zone, then the junior qualified

Conductor not holding a regular Conductor's position on the Superintendent's Division where the vacancy exists, will be required to take the position. If no such qualified Conductor is available on the Superintendent's Division, then the junior qualified Conductor not holding a regular Conductor's position on the Seniority District will be required to take the position unless local arrangements are mutually agreed to between the Local Officers of the Company and the Local Representatives of the Union.

89.06 A Brakeperson unable to hold a regular position in the Zone in which they are working and desiring to work as a spare Brakeperson where a Spareboard is established, in preference to going to another Zone to take a regular position must do so immediately they are reduced. They will choose their Zone and remain in the Zone of their choice until:

- (1) The general advertisement of assignments.
- (2) The employee is no longer able to hold a position on the Spareboard.
- (3) A new run is created, a crew is set up, or a permanent vacancy occurs, in any Zone, any of which would allow the employee to exercise their seniority to the new position created.
- (4) A Brakeperson unable to hold a position on the Spareboard in the Zone of their choice and who elects to work on the Spareboard in another Zone in preference to being laid off, may elect to return to the Spareboard in the Zone of their choice when their seniority permits.

89.07 A Conductor or Brakeperson reduced in through freight service in the Zone of their choice will, if their seniority permits, be allowed to displace the junior Conductor or Brakeperson respectively in assigned service in that Zone. When reduced in assigned service they may exercise their seniority in assigned or unassigned service to any Zone.

89.08 A qualified Trainperson who moves to another Zone where an employee junior to them is holding a regular Conductor's position may exercise their rights as Conductor and displace the junior regular Conductor.

89.09 Where the junior qualified Trainperson is required to move to another Zone as a Conductor under Clause 5, they will be permitted to vacate this position without giving 10 days' notice under the following circumstances:

- (1) For any reason, they would not now be the junior qualified Trainperson under Clause 5, in which case they may return to their chosen Zone as a Brakeperson.
- (2) A crew is set up or a permanent vacancy occurs in any Zone to which their seniority as Conductor entitles them, they may take that position.

- (3) When they are able to hold a position on the Conductor's Spareboard at a point where a Conductor's Spareboard is maintained.

A Conductor vacating any such job without giving regular notice must do so immediately they are advised of any change.

The principles outlined in Clauses 88.05 and 88.09 will also be applicable to a Brakeperson required to take a regular position in another Zone.

89.10 The application of this plan is not to involve any expense to the Company.

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**ARTICLE 90 - INTERCHANGEABLE SENIORITY RIGHTS**

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Note: Formerly 2018 MOS, 2015 Adams' Award, and Article 41 CTY West and East.

90.01 Effective April 30, 1972, interchangeable seniority rights as between Conductors, Baggagepersons, Brakepersons, Car Retarder Operators, Yardpersons and Switchtenders are established subject to the conditions hereinafter provided:

- (1) The term "Roadperson" as used in this Article is understood to include Conductor, Baggageperson and Brakeperson. The term "Yardperson" is understood to include Car Retarder Operator, Yard Foreperson, Yard Helper and Switchtender, YSE, YSH, UYE.

90.02 Clause 92.06 Road Rules, and 93.04Yard Rules, is revised to read:

**Passenger, Mixed, Freight and Yard Seniority Districts**

WEST District 1 - Lakehead		
Subdivision	from	to
Ignace	Kenora	Ignace
Kaministquia	Thunder Bay	Ignace
Keewatin	Kenora	Winnipeg
Lac du Bonnet	Beausejour	Winnipeg
Yards - Thunder Bay, Dryden & Kenora		

WEST District 2 - Manitoba		
Subdivision	from	to
Arborg	Rugby	Arborg
Arcola	Schwitzer	Carlyle
Bredenbury	Minnedosa	Bredenbury
Broadview	Brandon	Broadview
Carberry	Winnipeg	Brandon
Emerson	Winnipeg	Emerson
Estevan	Kemnay	Estevan

Glenboro	Woodman	Souris
Gretna	Rosenfeld	Altona
La Riviere	Rugby	La Riviere
Minnedosa	Minnedosa	Portage la Prairie
Napinka	La Riviere	Napinka
Rocanville	Rocanville	Virden
Winnipeg Beach	Rugby	Gimley
Yards - Winnipeg, Portage la Prairie & Brandon		

WEST District 3 - Saskatchewan		
Subdivision	from	to
Altawan	Shaunavon	Notukeu
Bromhead	Estevan	Tribune
Bulyea	Neudorf	Bulyea Junction
Expanse	Curle	Assiniboia
Fife Lake	Ardwick	Coronach
Hardisty	Hardisty	Wilkie
Indian Head	Moose Jaw	Broadview
Kerrobert	Mile 11.6	Kerrobert
Lanigan	Regina	Lanigan
Lloydminster	Wilkie	Lloydminster
Macklin	Kerrobert	Milden
Melfort	Lanigan	Naicam
Notukeu	Notukeu	Val Marie
Outlook	Moose Jaw	Broderick
Portal	Pasqua	North Portal
Reford	Rural	Wilkie
Shaunavon	Assiniboia	Shaunavon
Sutherland	Wynyard	Saskatoon
Swift Current	Moose Jaw	Swift Current
Tisdale	Goudie	Nipawin
Tyvan	Stoughton	Crecy
Vanguard	Swift Current	Meyronne
White Fox	Nipawin	Choiceland
Wilkie	Saskatoon	Wilkie
Wynyard	Bredenbury	Wynyard
Yards - Regina, Estevan, Moose Jaw, Swift Current, Sutherland-Saskatoon, Lanigan, & Bredenbury		

WEST District 4 - Alberta		
Subdivision	from	to
Aldersyde	Lethbridge	Sheep River
Brooks	Medicine Hat	Alyth
Burstall	Leader	Ingebright
Cardston	Stirling	Cardston
Coutts	Stirling	Coutts
Crowsnest	Lethbridge	Crowsnest
Empress	Magne	Leader
Hatton	Hatton	Golden Prairie
Hoadley	Jackon	Homeglen
Irricana	Bassano	Standard
Lacombe	Stettler	Lacombe
Laggan	Alyth	Field
Leduc	Red Deer	Edmonton
Lomond	Eltham	Lomond
Macleod	Claresholm	Alyth
Maple Creek	Medicine Hat	Swift Current
Red Deer	Alyth	Red Deer
Stirling	Lethbridge	Etzikan
Taber	Lethbridge	Dunmore
Turin	Coalhurst	Turin
Westakiwin	Wetaskiwin	Hardisty
Willingdon	Elk Island	Lloydminster
Yards - Medicine Hat, Calgary, Lethbridge, Red Deer & Edmonton.		

WEST District 5 - British Columbia		
Subdivision	from	to
Boundary	Nelson	Castlegar
Cascade	Vancouver	North Bend
Cranbrook	Cranbrook	Crowsnest
Kimberley	North Star	Kimberley to End of Track
Kingsgate	Curzon	Kingsgate
Mission	Mission City	Huntingdon & Roberts Bank
Mountain	Revelstoke	Field
Nelson	Cranbrook	Nelson
Rossland	Castlegar	Warfield
Shuswap	Kamloops	Revelstoke
Thompson	North Bend	Kamloops
Westminster	MacAuley	New Westminster

Windermere	KC Junction	Fort Steele
Yards - Field, Revelstoke, Kamloops, Coquitlam, Vancouver, Trail, Nelson & Cranbrook.		

EAST District 1		
Subdivision	from	to
Truro	Windsor	Truro
Yarmouth	Annapolis Royal	Yarmouth
Kentville	Kentville	Annapolis Royal
Halifax	Halifax	Kentville
Aroostook	Aroostook	Presque Isle
Minto	Pennlyn	Fredericton
Gibson	Fredericton	Newburg
Southhampton	Nackawic	Southhampton
Edmondston	Aroostook	Edmundston
Tobique	Perth Jct.	Plaster Rock
St. Andrews	St. Andrews	Watt
St. Stephen	St. Stephan	McAdam
Shogomoc	McAdam	Aroostook
Shore Line	Bay Shore	St. George
Fredericton	Fredericton Jct	Fredericton
McAdam	Saint John	McAdam
West Saint John	West Saint John	Lancaster
Yards – Saint John, McAdam		

EAST District 2		
Subdivision	from	to
Sherbrooke	Brookport	Megantic
Drummondville	Drummondville	Foster
Newport	Brookport	Newport
Adirondack	Montreal	Brookport
Sawyerville	Cookshire	Sawyerville
Stanbridge	Farnham	Stanbridge
St. Guillaume	Farnham	St. Guillaume
Vallee	Sherbrooke	Quebec
Tring	Tring Jct.	Megantic
Levis	Pointe Levis	Scotts Jct.
Chaudiere	Vallee Junction	Lac Frontiere
Beebe	Lennoxville	Newport
Stanstead	Beebe Jct.	Derby Line
Lachute	Ste. Therese	Ottawa
Ste. Agathe	Ste. Therese	Mont Laurie
Buckingham	Buckingham	Buckingham Jct.
Trois-Rivières	St. Martin Jct.	Trois-Rivières

Québec	Trois-Rivières	Quebec
St. Gabriel	St. Gabriel	Lanoraie
Berthierville	Berthier	Berthierville
Piles	Garneau	Cap-de-la-Madeleine
St. Maurice Valley	Grandmere	Trois-Rivieres
Yards – Megantic, Sherbrooke, Farnham (including Richford), Montreal, Trois-Rivieres and Quebec		

EAST District 3		
Subdivision	from	to
Winchester	Smiths Falls	Montreal
Cornwall	Soulanges	Cornwall
Chalk River	Smiths Falls	Chalk River
Eganville	Payne	Douglas
Carleton Place	Ottawa	Carleton Place
Ellwood	Preswood	Laman
Prescott	Walkley Yard	Prescott
Maniwaki	Laman	Maniwaki
Waltham	Wamo	Waltham
Brockville	Smiths Falls	Brockville
M & O	Vaudreuil	Ottawa
Belleville	Smiths Falls	Toronto
Kingston	Tichborne	Kingston
Havelock	Glen Tay	Toronto
Nephton	Havelock	Blue Mountain
Bobcaygeon	Dranoel	Lindsay
Port McNicoll	Orillia	Midland
MacTier	Toronto	MacTier
Hamilton	Toronto	Hamilton
Elora	Cataract	Elora
Orangeville	Streetsville	Orangeville
Owen Sound	Orangeville	Owen Sound
Teeswater	Fraxa	Teeswater
Walkerton	Saugeen	Walkerton
Galt	Toronto	London
St. Thomas	Woodstock	St. Thomas
St. Marys	Ingersoll North	St. Marys
Windsor	London	Windsor
Port Burwell	Port Burwell	Ingersoll
Goderich	Hamilton Jct.	Goderich
Yards – Smith Falls, Ottawa, Trenton, Oshawa, Toronto, London, Windsor, Chatham, Goderich, Guelph and Oakville		

EAST DISTRICT 4		
Subdivision	from	to
North Bay	Chalk River	North Bay
Parry Sound	MacTier	Romford
Cartier	North Bay	Cartier
Ville Marie	Gaboury	Ville Marie
Temiscaming	Mattawa	Angliers
Nickel	Sudbury	Creighton
Webbwood	Sudbury	Webbwood
Little Current	McKerrow	Little Current
Thessalon	Webbwood	Sault Ste. Marie
Nemegos	Cartier	Chapleau
White River	Chapleau	White River
Manitouwadge	Struthers	Geco
Heron Bay	White River	Schreiber
Nipigon	Schreiber	Thunder Bay
Yards – Chalk River, North Bay, Sudbury, Cartier, Chapleau, White River, Schreiber, Sault Ste. Marie and Britt		

**Note:** The preceding seniority districts best represent the Subdivisions that are known to be in existence at the time of writing and if there is any error or omission(s) they will be corrected accordingly.

90.03 A new master seniority list shall be compiled for each new Seniority District. Roadpersons and Yardpersons shall be placed on the new seniority list on a dovetailed basis in accordance with their seniority date as Roadpersons or Yardpersons. Employees with preferred passenger rights or holding prior rights as Switchtenders will be placed on the new seniority list in accordance with their last entry into service as a Trainperson or Switchtender. In the event of more than one employee having the same seniority date and where it cannot be determined who is senior, they shall be placed on the list in order of age, the employee eldest in age being senior.

Former Article 41.04 - Archived

90.04 All employees, whether in train or Yard Service, must submit themselves for examination for promotion in order of their seniority standing on the master seniority list. Yardpersons, to be eligible for promotion to Conductor must have at least six months' cumulative Road Service and Roadpersons to be eligible for promotion to Yard Foreperson must have at least six months' cumulative Yard Service. For the purpose of complying with the requirements of this clause, service on a Common Spareboard will be counted as road and Yard Service.

90.05 At the general advertisement of assignments a Trainperson or Yardperson shall have the right to elect the class of service in which they desire to work and will remain in that class of service until:

(1) The general advertisement of assignments.



- (2) A new run is created, a crew is set up or a permanent vacancy occurs, in either class of service, any of which would allow them to exercise their seniority to the new position created.
- (3) Displaced from that class of service in which case they may exercise their seniority to the other class of service in order to avail themselves of the privilege of remaining at their home.
- (4) A Trainperson or Yardperson who does not make an election as to the class of service they desire at the general advertisement of assignments will be deemed to have elected to remain in the class of service in which they were employed on the day immediately preceding the closing date for which applications are received at the general advertisement of assignments.

#### 90.06 VOLUNTARY RELOCATION WITHOUT BENEFITS

- (1) Employees may exercise seniority between districts subject to current agreement provisions:
  - at General Advertisement of Assignments,
  - if a permanent vacancy occurs, or a new job is established or,
  - immediately upon layoff.
  - Employees who avail themselves of exercising their seniority between districts upon layoff will be recalled in accordance with Article 109.
- (2) The Company may refuse a transfer requested at either the General Advertisement of Assignments, to a permanent vacancy, or to a new job established, if it results in a known shortage of employees, based upon information at the time, at the location the employee is bidding from.

**Note:** This is meant to apply to groups of employees moving. It would be unusual that movement of a single employee would result in a known shortage.
- (3) Trainmen may exercise their seniority to another Terminal within their region by submitting written notification to the company of their desire to exercise their seniority to the next available permanent vacancy or new position created at that terminal, to which their seniority entitles them to hold.

#### 90.07 LOCOMOTIVE ENGINEER QUALIFICATION

- (1) Trainmen who voluntarily relocate must accept work as a Locomotive Engineer at new location subject to the proviso below.
- (2) In the event the Trainmen who relocates has less seniority as an Engineer than the junior qualified Locomotive Engineer at the location the employee is relocating to, in order for that employee to be regularly assigned as a Locomotive Engineer, if training is not already in progress, the Company must initiate Locomotive Engineer Training at that location, and such training must commence within three months.

## 90.08 VOLUNTARY RELOCATION WITH BENEFITS (WITHIN THE REGION)

Voluntary relocation with benefits may be initiated by the Company from locations of surplus to location of shortage as identified by the Company on the following basis:

- (1) **Long term** - Where initiated, a lump sum of \$18,000.00 will be provided to employees who move to a location of shortage. Selection will be made on a seniority basis. Should such employees choose to relocate from that location within 2 years, they will be required to reimburse the Company on a prorated basis. Such reimbursement will not apply in cases of lay off if an employee returns to the shortage location upon recall or if the lay off period is greater than 2 months at the location of shortage.
- (2) **Temporary** – Laid off employees may voluntarily work at another terminal within the Western Region during shortage periods, when there is insufficient manpower on a particular District. Terms and conditions associated with this provision are as follows:
  - Laid off employees may place their name at any time onto a Regional List for work off of the district. Their names will be placed in seniority order by work location.
  - Where a shortage is identified, the Company may call employees on the Regional List at locations where employees are laid off within identifiable zones. Such zones will be determined based on proximity to the area of shortage (i.e. closest terminal outside the district.)
  - Transportation will be provided to and from shortage work location and suitable accommodation at the shortage location. In lieu of the accommodation, a \$500 monetary amount per week may be agreed upon.
  - Employee will exercise seniority at the shortage location and will be familiarized accordingly.
  - A Reasonable travel period to relocate will form part of initial work cycle.
  - An employee shall work an initial work cycle of 42 days after which the employee may elect to return home or, if required and desires continue to work at the shortage location, the employee shall work at the location for additional 35 day period(s).
  - If a subsequent work cycle is agreed to, employee will be allowed up to seven (7) consecutive days OLA for first work cycle and up to five (5) consecutive days OLA for each subsequent 35 day work cycle to attend to personal business with transportation provided to and from the home location. This period of unpaid leave is to be scheduled between work cycles or later upon mutual agreement. Unless otherwise agreed, this leave does not form part of work cycle. This period of unpaid leave will not eliminate the employees guarantee, if applicable, but rather, the guarantee will be prorated.
  - An employee may be released earlier if no longer required. Such release must coincide with the weekly change and the notice of layoff as per collective agreement applies.

- When employees off district are no longer required, they will be returned/laid off in reverse seniority order regardless of the craft they are working in the unlikely event the employee is set up as an Engineer.

(**Note:** This is not considered a displacement under Locomotive Engineer's agreement).

## **NATIONAL SENIORITY**

90.09 Trainmen wishing to transfer between the eastern and western regions will be handled on an individual case-by-case basis ensuring no lay off results. Employees so transferred who have a seniority date on or before July 14, 1995 will assume a seniority date on the new region of July 14, 1995. Employees so transferred who have a seniority date subsequent to July 14, 1995 will assume a seniority date on the new region of the actual seniority date subsequent to July 14, 1995. Such transfers will be done at the General Advertisement of Assignments unless otherwise mutually agreed. The Company may refuse a transfer requested if it results in a known shortage of employees, based upon information at the time, at the location the employee is bidding from.

**Note:** This is meant to apply to groups of employees moving. It would be unusual that movement of a single employee would result in a known shortage of employees.

90.10 Voluntary relocation with benefits may be initiated by the Company from locations of surplus as identified by the Company off the Region once all opportunities are exhausted on the Region. Terms and benefits for long term and temporary relocation are to be the same as outlined in the eastern and western Trainmen's Regional provisions.

## **WEST APPLICATION**

90.11 Roadpersons and Yardpersons shall be placed on the new seniority list covering the district or Province in which they are working on the date this Agreement is signed except that Roadpersons working in a district or Province other than that in which they normally work and reside by reason of being forced to work at that location because of the seniority provisions of the Collective Agreement, shall be placed on the new seniority list covering the district or Province in which they normally work and reside.

90.12 (1) Each employee who works in both Road and Yard Service shall be assigned a monthly mileage period for the purpose of applying the mileage limitations specified in Article 74 of the Road Rules.

(2) For the purpose of complying with the provisions of Article 74 of the Road Rules, a shift in yard service shall count as 125 freight miles in respect of an employee who works as a Trainperson and Yardperson within the monthly mileage period assigned to them.

- (3) A Trainperson who transfers from Road Service to Yard Service will continue to be governed by the mileage limitations applicable to Road Service for the balance of their mileage period during which they transfer from Road to Yard Service. When they have acquired the equivalent 3800 miles in Road Service or in Road and Yard Service combined, they will be required to lay off for the remainder of this mileage period except that they may be used after acquiring the maximum mileage permitted by Article 74 of the Road Rules if other employees are not available
- (4) A Yardperson transferring to Road Service will be governed by the mileage limitations applicable to Road Service with each shift worked in Yard Service during their monthly mileage period counting as 125 freight miles. When they have acquired the equivalent of 3800 miles in Road Service or in Road and Yard Service combined, they will be required to lay off for the remainder of their mileage period except that they may be used after acquiring the maximum mileage permitted by Article 74 of the Road Rules if other employees are not available.
- 90.13 When in Road Service, employees will work in accordance with rates of pay and working conditions applicable to Road Service and when in Yard Service, in accordance with rates of pay and working conditions applicable to Yard Service. Employees on a Common Spareboard will work in accordance with the rates of pay and conditions applicable to the class of service called for.
- 90.14 Unless otherwise mutually agreed, separate Spareboards for Roadpersons and Yardpersons will be maintained at Thunder Bay, Winnipeg, Calgary and Coquitlam. A separate Spareboard for Yardpersons will be maintained at Trail. At all other locations Common Spareboards, run on a first-in first-out basis, will be maintained for the purpose of providing relief in both Road and Yard Service. Where Common Spareboards are maintained a shift in Yard Service shall count as 125 freight miles for the purposes of mileage limitation and the regulation of the number of employees on the Spareboard.
- 90.15 Yards in the seniority territories as governed by Clause 1(2) may be zoned by agreement between the General Chairman and the General Manager. Unless otherwise mutually agreed pursuant to such agreements or pursuant to the provisions of Article 87, when there are no applicants for a Brakeperson's temporary vacancy of six days or more or for a Yard Helper's vacancy of five days or more or for a permanent vacancy or new assignment in either class of service, the junior employee on the master seniority list not holding a regular position will be required to fill the vacancy. Should the vacancy be a Conductor's position, the junior qualified Conductor on the master seniority list not holding a regular position as such will be required to fill it. Should the vacancy be a Yard Foreperson's position, the junior qualified Yard Foreperson on the master seniority list not holding a regular position as such will be required to fill it.
- 90.16 In the application of rules governing "Attending Court and Held Off on Company Business," "Vacation" and "General Holidays," employees on Road and Common Spareboards will be governed by the provisions of the rule applicable to Road Service. Employees on Yard Spareboards will be governed by the rules applicable to Yard Service.

- 90.17 Prior or preferred rights established under previous agreements shall not be affected by this Agreement. Furthermore, the establishment of "Interchangeable Rights" as between Roadpersons and Yardpersons and the revision of seniority territories shall not extend to Trainpersons or Yardpersons "protected" status under Article 6, Road Rules (Archived) and Article 93, Yard Rules, where they did not have such status prior to April 30, 1972.
- 90.18 The provisions of this Article insofar as they may conflict, supersede other provisions of the Collective Agreement covering rates of pay and rules governing the service of Conductors, Baggagepersons, Brakepersons, Car Retarder Operators, Yardpersons and Switchtenders.

### **WESTERN REGIONAL AGREEMENT**

- 90.19 Trainmen's Western Seniority Region will cover all employees governed under this agreement.
- 90.20 This clause does not alter any existing or prior Agreements respecting Prior Rights, Preferred Rights, Interchangeable Rights, nor does it modify, add to, or take away from any other clause or Agreement unless specifically indicated within this Agreement.
- 90.21 Employees with a seniority date on or prior to July 12, 1995 will be referred to as having District Prior Rights. These employees will retain prior seniority rights on one of the Seniority Districts as listed in clause 90.02.
- 90.22 Employees with a seniority date on or prior to July 13, 1995 will be referred to as having Regional Prior Rights. These employees retain prior seniority rights on the Western Seniority Region according to their seniority date as established in line with the provisions of clauses 92.01 and 24.06.
- 90.23 The Western Seniority Region seniority list shall be compiled with all existing bargaining unit employees presently and properly listed within each District being placed on the Regional Seniority list on a dovetailed basis in accordance with their seniority date as established according to their last date of entry into service as a Trainperson/Yardperson, and in line with the provisions of the Collective Agreement.
- 90.24 In the event that more than one employee from differing Districts has the same seniority date, their Regional seniority standing will be determined in the following order;
- (1) Last date of entry into Company service.
  - (2) The local time at which they started working in the bargaining unit; if the same
  - (3) Date on which application for employment was made; if the same
  - (4) By the drawing of names as arranged between the General Manager and General Chairman.

### **EAST APPLICATION**

- 90.25 When in Road Service, employees will work in accordance with rates of pay and working conditions applicable to Road Service and when in Yard Service, in accordance with rates of pay and working conditions applicable to Yard Service. Employees on a Common Spare Board will work in accordance with the rates of pay and conditions applicable to the class of service called for.

- 90.26 Unless otherwise mutually agreed, separate Spare Boards for Roadpersons and Yardpersons will be maintained at Montreal Terminals and Toronto. The Yard Spare Boards will provide relief for all yards at these two locations. At all other locations Common Spare Boards, run on a first-in first-out basis, will be maintained for the purpose of providing relief in both Road and Yard Service Where Common Spare Boards are maintained a shift in Yard Service shall count as 125 freight miles for the purposes of mileage limitation and the regulation of the number of employees on the Spare Board.
- 90.27 In the application of rules governing “Attending Court and Held Off on Company Business,” “Vacation” and “General Holidays,” employees on Road and Common Spare Boards will be governed by the provisions of the rule applicable to Road Service. Employees on Yard Spare Boards will be governed by the rules applicable to Yard Service.
- 90.28 Prior or preferred rights established under previous agreements shall not be affected by this Agreement. Furthermore, the establishment of “Interchangeable Rights” as between Roadpersons and Yardpersons and the revision of seniority territories shall not extend to Trainpersons or Yardpersons “protected” status under this Article 99, where they did not have such status prior to January 21, 1972.

**ZONING OF SENIORITY DISTRICTS**

- 90.29 (1) The seniority districts, as revised by Clause 90.31, shall be divided into the following zones, so that employees may be permitted to avail themselves of the privilege of remaining at their homes. The zones as enumerated below may be subdivided into Sub-Zones by mutual agreement between the Local Chairman and the Division Superintendent.

**DISTRICT 1**

DOMINION ATLANTIC RAILWAY ZONE		
SUBDIVISION	FROM	TO
Truro	Windsor	Truro
Yarmouth	Annapolis Royal	Yarmouth
Kentville	Kentville	Annapolis Royal
Halifax	Halifax	Kentville

AROOSTOOK ZONE		
SUBDIVISION	FROM	TO
Aroostook	Aroostook	Presque Isle
Minto	Pennlyn	Fredericton
Gibson	Fredericton	Newburg
Southhampton	Nackawic	Southhampton
Edmundston	Aroostook	Edmundston
Tobique	Perth Jct.	Plaster Rock
Houlton	Debec Jct.	Houlton
St. Andrews	St. Andrews	Watt
St. Stephen	St. Stephen	McAdam
Shogomoc	McAdam	Aroostook

SAINT JOHN ZONE		
SUBDIVISION	FROM	TO
Shore Line	Bay Shore	St. George
Fredericton	Fredericton Jct.	Fredericton
McAdam	Saint John	McAdam
West Saint John	West Saint John	Lancaster
Yard Zones – Saint John, Mc Adam		

## DISTRICT 2

FARNHAM ZONE		
SUBDIVISION	FROM	TO
Newport	Brookport	Newport
Adirondack	Montreal	Brookport
Sherbrooke	Brookport	Megantic
Drummondville	Drummondville	Foster
Sawyerville	Cookshire	Sawyerville
Stanbridge	Farnham	Standbridge
St. Guillaume	Farnham	St. Guillaume

QUEBEC CENTRAL ZONE		
SUBDIVISION	FROM	TO
Vallee	Sherbrooke	Quebec
Tring	Tring Jct.	Megantic
Levis	Pointe Levis	Scotts Jct.
Chaudiere	Vallee Junction	Lac Frontiere
Beebe	Lennoxville	Newport
Stanstead	Beebe Jct.	Derby Line
<b>Note:</b> The Farnham Superintendent's Division includes the Quebec Central Railway.		

LACHUTE – STE. AGATHE ZONE		
SUBDIVISION	FROM	TO
Lachute	Ste. Therese	Ottawa
Ste. Agathe	Ste. Therese	Mont Laurier
Buckingham	Buckingham	Buckingham Jct.

QUEBEC ZONE		
SUBDIVISION	FROM	TO
Trois-Rivieres	St. Martin Jct.	Trois-Rivieres
Quebec	Trois-Rivieres	Quebec
St. Gabriel	St. Gabriel	Lanoraie
Berthierville	Berthier	Berthierville
Piles	Garneau	Cap-de-la-Madeleine
St. Maurice Valley	Grandmere	Trois-Rivieres

MONTREAL – VAUDREUIL – RIGAUD COMMUTER SERVICE ZONE		
SUBDIVISION	FROM	TO
Winchester	Montreal	Vaudreuil-Rigaud
<b>Note:</b> Subject to the provisions of Article 26 (Archived), Bilingual Personnel on Passenger Trains, a Trainperson on the Winchester Zone with a seniority date prior to May 14, 1971, retain prior rights to assignments in Montreal – Vaudreuil – Rigaud Commuter Service.		
Yard Zones – Megantic, Sherbrooke, Farnham – Richford, St. Luc, Cote St. Paul, Outremont – Mile End, Glen, Hochelaga, Trois-Rivieres, Quebec		

### DISTRICT 3

WINCHESTER ZONE		
SUBDIVISION	FROM	TO
Winchester	Smiths Falls	Montreal
Cornwall	Soulanges	Cornwall

OTTAWA ZONE		
SUBDIVISION	FROM	TO
Chalk River	Smiths Falls	Chalk River
Eganville	Payne	Douglas
Brockville	Smiths Falls	Brockville
Carleton Place	Ottawa	Carleton Place
Ellwood	Preswood	Laman
Prescott	Walkley Yard	Prescott
Maniwaki	Laman	Maniwaki
Waltham	Wamo	Waltham
M. & O.	Vaudreuil	Ottawa

HAVELOCK ZONE		
SUBDIVISION	FROM	TO
Belleville	Smiths Falls	Trenton/Toronto
Kingston	Tichborne	Kingston
Havelock	Glen Tay	Havelock

TORONTO DISTRICT NO. 1 ZONE		
SUBDIVISION	FROM	TO
Belleville	Toronto	Trenton/Smiths Falls
Havelock	Havelock	Agincourt
Port McNicoll	Orillia	Port McNicoll
Nephton	Havelock	Blue Mountain
Bobcaygeon	Dranoel	Lindsay



TORONTO DISTRICT NO. 3 ZONE		
SUBDIVISION	FROM	TO
MacTier	Toronto	MacTier
Hamilton	Toronto	Hamilton
Orangeville	Streetsville	Orangeville
Elora	Cataract	Elora
Owen Sound	Orangeville	Owen Sound
Teeswater	Fraxa	Teeswater
Walkerton	Saugeen	Walkerton

LONDON ZONE		
SUBDIVISION	FROM	TO
Gault	Toronto	London
St. Thomas	Woodstock	St. Thomas
St. Marys	Ingersoll North	St. Marys
Windsor	London	Windsor
Port Burwell	Port Burwell	Ingersoll
Goderich	Hamilton Jct.	Goderich
Yard Zones – Ottawa, Smiths Falls, Trenton, Oshawa, Toronto, Oakville, London, Chatham, Windsor, Goderich, Guelph		

#### **DISTRICT 4**

SUDBURY ZONE		
SUBDIVISION	FROM	TO
North Bay	Chalk River	North Bay
Cartier	North Bay	Cartier
Temiscaming	Mattawa	Angliers
Ville Marie	Gaboury	Ville Marie
Thessalon	Webbwood	Sault Ste. Marie
Parry Sound	MacTier	Romford
Nickel	Sudbury	Creighton
Webbwood	Sudbury	Webbwood
Little Current	McKerrow	Little Current

CHAPLEAU ZONE		
SUBDIVISION	FROM	TO
Nemegos	Cartier	Chapleau
White River	Chapleau	White River

SCHREIBER ZONE		
SUBDIVISION	FROM	TO
Manitouwadge	Struthers	Geco
Heron Bay	White River	Schreiber
Nipigon	Schreiber	Thunder Bay

Yard Zones – Chalk River, North Bay, Sudbury, Cartier, Chapleau, White River, Schreiber, Sault Ste. Marie, Britt

- (2) Any or all of the Sub-Zones presently in existence or which may be established subsequent to this Agreement may be cancelled or revised upon 30 days written notice by either party.
- (3) The provisions of Article 87 and Article 93 will be relaxed only to the extent provided in this Article. It is understood that the terms “Conductor” and “Brakeperson” herein they appear in this Article apply similarly to Yard Foreperson and Yardperson where applicable.
- (4) Except as provided in sub-clause 88.08 (1) and subject to the provisions of clause 88.06, when a spare Conductor is required, the senior qualified Conductor not working as such in that Sub-Zone, where applicable, or in that Zone will be used. This will not prevent a regular Conductor from doing relief work of 6 days’ duration or more as a Conductor in accordance with the provisions of sub-clause 88.14(4).
- (5) Trainpersons will remain in the Zone of their choice until:
  - The general advertisement of assignments.
  - A new run is created, a crew is set up or a permanent vacancy occurs, in any Zone, any of which would allow them to exercise their seniority to the new position created.
- (6) Any qualified Conductor working as a Brakeperson and desiring promotion to a regular Conductor’s position in another Sub-Zone or Zone, will advise in writing, the Local Officers of the Company, copy to be furnished to the Local Chairman, so that consideration will be given to their application when any such vacancy arises.
- (7) Where the junior qualified Conductor is required to move to another Sub-Zone or Zone as a Conductor under the provisions of sub-clause 87.31 (5) they will be permitted to vacate that under the following circumstances:
  - For any reason, they would not now be the junior qualified Conductor in which case they may return to their chosen Sub-Zone or Zone as a Brakeperson.
  - A crew is set up or a permanent vacancy occurs in any Zone to which their seniority as Conductor entitles them, they may take that position.
  - When they are able to hold a position on the Conductor’s Spare Board at a point where a Conductor’s Spare Board is maintained.

A Conductor vacating any such job without giving regular notice must do so immediately once they are advised of any change, but after relief for them has been furnished.
- (8) Conductor or Brakeperson displaced or reduced in the Sub-Zone or Zone of their choice will, if their seniority permits, be allowed to displace the junior Conductor or Brakeperson respectively in that Sub-Zone or Zone. When they can no longer hold a regular position as Conductor or Brakeperson respectively in that Sub-Zone or Zone, they may exercise their seniority in any Sub-Zone or Zone.

(9) A Brakeperson unable to hold a regular position in the Sub-Zone or Zone in which they are working and desiring to work as a Spare Brakeperson where a Spare Board is established, in preference to going to another Sub-Zone or Zone to take a regular position must do so immediately once they are reduced. They will choose their Sub-Zone or Zone and remain there until:

- The general advertisement of assignments.
- They are no longer able to hold a position on the Spare Board.
- A new run is created, a crew is set up, or a permanent vacancy occurs, in any Sub-Zone or Zone, any of which would allow them to exercise their seniority to the new position created.
- A Brakeperson unable to hold a position on the Spare Board in the Sub-Zone or Zone of their choice and who elects to work on the Spare Board in another Sub-Zone or Zone in preference to being laid off may elect to return to the Spare Board in the Sub-Zone or Zone of their choice when their seniority permits.

(10) The principles outlined in Clause (6) will also be applicable to a Brakeperson or Yardperson required to take a regular position as a Brakeperson or Yardperson in another Sub-Zone or Zone. The provisions of Clause (8) also apply to a Yardperson.

(11) In the applications of any of the provisions of this Article, a Yardperson whose seniority entitles them to a Yard Foreperson's position or temporary vacancy of 5 days or more or a temporary vacancy known to be of 5 consecutive days or more, shall not be permitted to fill a Yardperson's position if as a result thereof the Company would be deprived of reducing a "reducible crew" in yard or transfer service. In these circumstances the junior "protected" Yard Foreperson with a seniority date on or prior to December 15, 1966, not holding a Yard Foreperson's position or temporary vacancy, as the case may be, will be required to fill a Yard Foreperson's position or temporary vacancy. If there is no such "protected" Yard Foreperson, the Yard Foreperson's position or temporary vacancy will be filled by the junior "protected" Yard Foreperson with a seniority date on or prior to February 18, 1978, not holding a Yard Foreperson's position or temporary vacancy.

(12) The application of the Zoning provisions contained in this Article will not involve any expense to the Company.

90.30 The provisions of this Article insofar as they may conflict, supersede the provisions of the Collective Agreement covering rates of pay and rules governing the service of Conductors, Baggagepersons, Brakepersons, Car Retarder Operators, Yardpersons and Switchtenders

#### 90.31 **EASTERN MASTER REGIONAL AGREEMENT**

(1) Effective September 23rd, 1996, the date of signing, it is agreed that a new trainman/yardman Master Seniority District, to be known as the "Eastern Master Seniority District", will be created by amalgamating the seniority Districts 1, 2, 3 and 4 as outlined in Clause 90.02 above.

(2) Definitions:

- “Prior Rights Employees” are defined as those Conductors, Baggage men, Brakemen, Car Retarder Operators, Yardmen, Switchtenders and Yard Service employees with a Seniority date prior to August 1, 1993 on their Prior Rights District as defined in Clause 90.02 above.
- “District Rights Employees” are defined as those Conductors, Baggage men, Brakemen, Car Retarder Operators, Yardmen, Switchtenders and Yard Service employees with a Seniority date that is on or before the signing date of this Agreement on their district as defined in Clause 90.02
- “Eastern Rights Employees” are defined as those Conductors, Baggage men, Brakemen, Car Retarder Operators, Yardmen, Switchtenders and Yard Service employees with a Seniority date established after the date of signing of this agreement.
- “Permanent Vacancy” - At the General Advertisement of Assignments all assignments, and positions in unassigned service shall be considered permanent vacancies. Between General Advertisement of Assignments permanent vacancies occur as a result of employees in assigned and unassigned service leaving active service, or being appointed to official positions with either the Company or the Union.
- “Temporary Vacancy” - are vacancies in assigned and unassigned service, other than vacancies defined in permanent vacancy above, that are known to be of more than 6 days.

(3) Placement of Employees and Seniority Rights

- A new master seniority list shall be compiled for the Eastern Seniority District. Roadmen and yardmen shall be placed on the new Eastern Master Seniority List on a dovetailed basis in accordance with their seniority date.
- The seniority date to be used shall be an employee's last date of entry into Trainperson/Yardperson service with Canadian Pacific Limited, except as otherwise provided herein.
- In the event of more than one employee having the same seniority date their seniority standing will be determined in the following order, where records are available;
  - a Last date of entry into Company Service; if the same,
  - b The local time at which they started work in the bargaining unit; if the same;
  - c Date on which application for employment was made; if the same,
  - d By a drawing of names as arranged by the appropriate Company and Union Officers.
- Prior Rights employees, when placed on the Eastern Master Seniority List will be identified as having:

- a Prior Rights with respect to the territories governed by their prior seniority district as defined in this clause 90.02 and
- b Homestead Rights on territories as established, prior to this agreement, in the Collective Agreement or under other agreements between the parties.
- c Employees with a seniority date, in the bargaining unit, prior to August 1, 1993, will have two seniority dates. The first is the entered service date, defined by Prior Rights Employees above, which provides them with prior rights on one of the prior rights districts specified in this Article and will allow them to claim work on their prior rights district. The second date, defined by Clause District Rights Employees above which will allow them to claim work on other than their prior rights district.
- d Prior Rights Employee(s) relocating, within the Eastern Master Seniority District, to districts outside of their prior rights district will retain and continue to accrue Prior Rights seniority on their prior rights territory.
- e A Prior Rights Employee who exercises seniority onto a district other than his prior rights district will not be granted additional prior or homestead rights on such other district.
- f A Prior Rights employee who exercises seniority onto a district other than his Prior Rights District does not carry any "protected" status, as per Article 66, 67 or the reduced Yard Crew Agreement, with them to the new location. That employee shall be deemed to have a seniority date of August 1, 1993 on such other district.
- g A Prior Rights Employee who exercises seniority onto a district other than his Prior Rights District will retain prior service for vacation, pension, and health benefit entitlements.
- h Employees with a seniority date on or subsequent to August 1, 1993, and prior to September 23rd, 1996 will be placed on the Eastern Master Seniority List in the order of their date of entry into service within the bargaining unit (seniority date) as set out in Clause (3) of this agreement.
- i Employees commencing service in the bargaining unit, on the Eastern District, after September 23rd, 1996 will be placed at the bottom of the Eastern Master Seniority List in the order of their date of entry into service within the bargaining unit (seniority date), as set out in Clause (3), and will hold no prior rights on any Eastern District Seniority List.

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**ARTICLE 91 - CHANGING HOME TERMINALS**

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Note: Formerly Article 42 CTY West.

91.01 Home terminals for unassigned crews as at present established will not be changed except by mutual arrangement.

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**ARTICLE 92 - ROAD SERVICE SENIORITY LISTS**

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Note: Formerly Article 43 CTY West and East.

**WEST APPLICATION**

92.01 The Company will prepare a seniority list for each Seniority District. Trainpersons will have access at all times to such lists, which will be posted in a conspicuous place at terminal registering points. Such lists will be compiled and posted January 1st each year, and will contain a list of all Trainpersons and their seniority standing. The Company shall on request give favourable consideration to the issuance of a supplementary seniority list for Trainpersons on any specific seniority district in July if, due to the number of changes that have taken place, such supplementary list is justified. Trainpersons whose standing is incorrectly shown must protest in writing within 90 days of the date of posting, except that a Trainperson absent on leave or through illness may enter their protest within 90 days after returning to service. If protest is not received within the prescribed time as above stated, no action will be taken.

A new Brakeperson shall not be regarded as permanently employed until after six months cumulative service from the date of making first pay trip, and, if retained, shall then rank on the Master Seniority List from the date and time they commenced their first pay trip. In the meantime, unless removed for cause, which, in the opinion of the Company renders themselves undesirable for its service, the Brakeperson shall be regarded as coming within the terms of this Collective Agreement.

92.02 A Trainperson/Yardperson will be required to pass examination for promotion in their turn on the Master Seniority District but in any event within 5 years of their initial date of employment as a Trainperson/Yardperson.

Any Trainperson/Yardperson failing this examination will be given a second trial not less than 2 months or more than 6 months later.

A Trainperson/Yardperson who is successful on either the first or second trial will be considered promoted in accordance with their seniority standing on the Master Seniority List.

A Trainperson/Yardperson failing to pass this examination for promotion, i.e. both trials, will rank junior on the Master Seniority List to those in the group promoted as a result of the examination they failed.

A Trainperson/Yardperson as defined in paragraph 4 of this Clause, will be required to make a second attempt to pass examination for promotion, under the same terms and conditions as for the first examination, when the next group of Trainpersons/Yardpersons are to be examined. They will retain their seniority standing established as a result of their failure to pass their first examination for promotion until they have had the opportunity to pass this second examination for promotion. If successful on this second examination for promotion, they will be considered promoted and retain the seniority they establish in accordance with paragraph 4 of this Clause.

A Trainperson/Yardperson who is again unsuccessful on both trials for this examination for promotion will no longer be eligible for further examinations for promotion and will rank junior on the Master Seniority List to those subsequently promoted.

Trainpersons/Yardpersons who are to be examined for promotion will be so advised by bulletin issued over the Master Seniority District.

If, by reason of sickness, authorized leave of absence or lay off, a Trainperson/Yardperson is unable to take their examination at the appointed time in their turn, they shall be called for examination as soon as practicable following their return to duty.

Promotion of Brakeperson to Conductor on Passenger and Mixed Train seniority district, will be made in seniority order from the freight districts involved.

A Brakeperson, who entered the service prior to January 1, 1963, failing on second examination or refusing to take examination will retain their seniority as Brakeperson. A Brakeperson who entered the service on or subsequent to January 1, 1963, failing to pass on second examination or refusing to take examination will rank junior as Brakeperson to those subsequently promoted as Conductor.

- 92.03 In the event of the transfer of lines from one Seniority District to another, the Trainpersons on such lines will have the choice of being transferred or not, according to their seniority. The Trainpersons transferred will rank with those on the Seniority District to which they are transferred, according to the date from which they ranked as Conductors, Baggagepersons and Brakepersons respectively.
- 92.04 Preference in crewing new lines or extensions will be given employees on seniority district from which new line diverts. When a line is constructed which connects two seniority districts, representatives of the Company and of the Union will meet to decide how the new line will be crewed and in such discussions the fundamental rights of Trainpersons affected on both seniority districts will be recognized.
- 92.05 When a permanent transfer of a Trainperson from one Seniority District to another is approved, their seniority standing on the district to which transferred shall be the date of the first pay trip, after permanent transfer is approved.
- 92.06 Seniority Districts are outlined in 90.02.
- 92.07 **EAST APPLICATION** - The Crew Management Centre will prepare seniority lists for each seniority district, and will have them posted on the first day of January in each year. Said lists will be posted in conspicuous places at all terminal registering points. An employee's seniority standing as a Trainperson/Yardperson will be established by their position on the first Trainpersons' seniority list published after their entry into service on which their name is shown and will be subject to protest for a period of 90 days; except that a Trainperson/Yardperson absent on leave or through illness may enter their protest within 90 days after returning to that service. In the event that no protest is made within the limitations of the rule no protest will thereafter be considered and the established standing will be confirmed on all subsequent lists.

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**ARTICLE 93 - YARD SERVICE – SENIORITY, PREFERENCE OF WORK & PROMOTION**

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Note: From 2007 MOS; Formerly Article 44 CTY West and East.

**WEST APPLICATION**

93.01 The Company will prepare a seniority list for each seniority territory. Yardpersons will have access at all times to such lists, which will be posted in a conspicuous place in the yard offices. Such lists will be compiled and posted January 1 each year and will contain a list of all Yardpersons and their seniority standing. The Company shall on request give favourable consideration to the issuance of a supplementary list for Yardpersons at any specific location in July, if due to the number of changes that have taken place such supplementary list is justified. Yardpersons who claim their standing is incorrectly shown must protest in writing within 90 days of the date of posting of the seniority list on which the alleged error first appears, except that a Yardperson absent on leave or through illness may enter their protest within 90 days after returning to service. If protest is not received within the prescribed time as above stated, no action will be taken.

A new Yard Helper shall not be regarded as permanently employed until after six months cumulative service, that is, six months from date of making first pay shift, and if retained, shall then rank on the seniority list from the date and time they commence their first pay shift covered by this Agreement.

In the meantime, unless removed for cause, which in the opinion of the Company renders the employee undesirable for its service, the Yard Helper shall be regarded as coming within the terms of this Agreement.

93.02 Yard Helpers will be required to pass examination for Yard Foreperson as required in their turn, but in any event not later than 5 years from their initial date of employment as Yard Helper, and will be advised in writing, a copy to be furnished to the Local Chairman. Any Yard Helper not promoted will be promptly advised the reason in writing. Any Yard Helper failing to qualify for promotion will be given a second trial not less than 2 months or more than 6 months later. Failing to pass on second examination, they will rank junior as Yard Helper to those subsequently promoted as Yard Foreperson. If by reason of sickness or other proper leave of absence, a Yard Helper is unable to take their examination at the appointed time, they shall be required to take examination within 60 days of their return to duty.

93.03 A Yard Helper will have no seniority standing as Yard Foreperson until qualified as provided for in Clause 2 and will then rank as Yard Foreperson in the same order as the rank as Yard Helper. When a non-promoted Yard Helper is required to take charge of a crew as Yard Foreperson, it will not count as promotion.

93.04 Yardpersons will have preference of work and promotion according to seniority in the one or more yards under their respective Superintendents. Yardpersons established on separate seniority lists at Cranbrook and Nelson-Trail 1963, will retain their rights on previously constituted seniority territories.

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



- 93.05 A Yardperson may claim preference of work in accordance with seniority in another yard to a bulletined position or by giving 10 days' notice and will be required to remain in such yard for not less than one year unless they are successful applicant to a bulletined position as provided in Clause 8 or unless they cannot hold a regular assignment in that yard, and can only be displaced from that yard during this period by a senior employee working in that yard or by an employee who is otherwise unable to hold a regular position on their promotion territory.

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

A Yardperson unable to hold a regular assignment in the yard in which they were assigned, may move to another yard for a regular assignment without 10 days' notice and will then be governed by the provisions of this clause, except they will not be subject to the one year restriction imposed so that they may return to their former yard when their seniority entitles them to a regular position, including vacancies of 5 days or more in that yard. A Yardperson desiring to return to their former yard under these conditions will notify the Officer in charge who will advise them of vacancies occurring and such Yardpersons will fill the vacancy immediately or otherwise forfeit their right to that vacancy.

A Yardperson unable to hold the Spareboard in the yard to which assigned may move to another yard under the same conditions applying to a Yardperson unable to hold a regular position and return to their former yard when able to hold the Spareboard.

- 93.06 A Yardperson exercising seniority to a regular position in the yard to which assigned, will be required to hold it for not less than 28 days and will be permitted to move on giving appropriate written notice to the Officer in charge indicating the assignment they desire, except if a vacancy of 5 days or more occurs, the senior employee shall have preference. (2007 MOS)

- 93.07 Permanent vacancy or new assignment will be advertised for 7 days and given to the senior qualified employee applying therefore. If no applications are received, the senior Yard Helper on the Spareboard in the yard where the new assignment is created will be assigned. If no spare employee is available in that yard, the junior spare employee working on the seniority territory will be assigned but they will be allowed to revert to their former yard, if they so desire, and will be relieved when they are no longer the junior employee.

Deadheading resulting from the proper application of this clause will not be paid for. A permanent vacancy is defined for the purpose of this Article as a vacancy created as a result of severance of service, movement to a regular position as a Trainperson or Yardmaster or promotion to an official position.

- 93.08 Extra yard engines in service 5 consecutive days, the starting time of which has not varied more than one hour and thirty minutes on any one of the 5 days, will thereafter be considered a new assignment.

- 93.09 Vacancy of less than 5 days will be filled by spare employee. A vacancy of 5 consecutive days or more, or a vacancy known to be of 5 consecutive days or more, may be taken immediately by the senior Yardperson in that yard desiring such vacancy except as provided in the third paragraph of clause 93.05 and arrangements may be made between the Local Chairman and Local Officers to post notice advising of such vacancies and method of filling same.
- 93.10 A Yard Foreperson may work as a Yard Helper on any regular assignment their seniority entitles them to, as long as all assignments for Yard Forepersons are filled with promoted employees. Otherwise the junior promoted employee holding a regular assignment as Yard Helper in the same starting time period in that yard will be placed on the vacancy as Yard Foreperson unless the employee to be placed elects to displace a junior Yard Foreperson from another assignment.

If a promoted employee is not available in the same starting time period in that yard, the junior promoted employee not holding a regular position as a Yard Foreperson or Conductor at that terminal, or if none, in the zone in which relief for Yardpersons is supplied will be placed on the vacancy as Yard Foreperson, unless the employee to be placed elects to displace a junior Yard Foreperson from another assignment.

If a promoted employee not holding a regular position as Yard Foreperson or Conductor is not available at that terminal or in that zone, the junior promoted employee not holding a regular position as a Yard Foreperson or Conductor on the promotion territory will be placed on the vacancy as Yard Foreperson, unless the employee to be placed elects to displace a junior Yard Foreperson from another assignment.

A Yardperson whose seniority entitles them to a Yard Foreperson's position or temporary vacancy of 5 days or more or a temporary vacancy known to be of 5 consecutive days or more, shall not be permitted to fill a Yard Helper's position if as a result thereof the Company would be deprived of reducing a "reducible crew" in yard or transfer service. In these circumstances the junior "protected" Yard Foreperson working as a Yard Helper in the yard, terminal, zone or promotion territory respectively, will be required to work as a Yard Foreperson.

A promoted employee required to move under the provisions of this clause will be allowed to revert to their former yard or terminal as Yard Helper or Brakeperson, as the case may be, if they so desire and will be relieved when they are no longer the junior promoted Yard Foreperson.

**Note (1):** Trainpersons retaining prior rights to road work will not be required to work as Yard Forepersons until all promoted Yardpersons retaining prior rights to yard work are working as Yard Forepersons.

**Note (2):** In the application of this clause a regular assignment starting at a time outside of the regular starting time periods will be regarded as being within the starting time period that is nearest to the starting time of such assignment.

- 93.11 When an extra engine is required, the Yard Helper with senior Yard Foreperson's rating on the Yardpersons' Spareboard will be used as Yard Foreperson and if the extra engine is started at a time when no promoted employees are on the Spareboard, the Yard Helper with junior Yard Foreperson's rating starting at the same time in that particular yard and if none are available at that starting time, the one from the closest following shift will be used when proper notice is given them 2 hours being considered sufficient. As an exception to the above, when an extra engine is started between the hours of 2230 and 2400 and no spare Yard Foreperson is available at the same time or on a following shift between these hours, the available Yard Helper with junior Yard Foreperson's rating starting between 2230 and 2400 nearest to that time will be used.
- 93.12 When a regular Yard Foreperson books off from 1 to 5 days, the Yard Helper with senior Yard Foreperson's rating on the assignment will take charge of the crew, otherwise the crew will be crewed as per clause 93.10.
- 93.13 A Yardperson returning to service after being absent for more than 5 days for any reason will be required to give at least 12 hours' notice on resuming service.
- 93.14 A Yardperson unable to hold a regular assignment in a particular yard may revert to the Spareboard in that yard in preference to going to another yard for a regular position, subject to the provisions of Clauses 93.07 and 93.10.
- A Yardperson displaced will be advised and must select their new assignment within 2 hours of notification. If local conditions warrant, the 2-hour period may be extended by mutual arrangement between the Local Chairman and the Local Officers. A Yardperson failing to comply with these regulations will be required to give at least 12 hours' notice before taking their new assignment and during this period such Yardpersons will be available for spare work if no other spare Yardpersons at straight time rate are available.
- 93.15 When a new yard is created which affects the employment of Yardpersons on an adjacent seniority territory, representatives of the Company and of the Union will meet to decide how the new yard will be crewed and in such discussions, the fundamental rights of Yardpersons affected on both seniority territories will be recognized.
- 93.16 Deadheading in the exercise of seniority or deadheading to fill vacancies resulting from the exercise of seniority will not be paid for.

#### **EAST APPLICATION**

- 93.17 Promotion on each seniority district will be made according to seniority of Yardpersons on the Master Seniority List on that district and will be governed by merit, fitness and ability. Yardpersons not promoted in their turn will be advised the reason in writing, with a copy to the Local Chairman. Yardpersons who have failed to qualify or refused promotion prior to April 28, 1957, will rank junior to the Yardpersons promoted as Forepersons but will retain their seniority rights as Yardpersons. Yardpersons who fail to qualify or refuse promotion after April 28, 1957 are subject to the provisions of Clause 93.18.

- 93.18 Yardpersons employed after April 28, 1957, having not more than 5 years' cumulative service, will be required to pass examinations for Yard Foreperson in turn. Any Yard helper failing to qualify for promotion will be given a second trial not less than 2 months or more than 6 months later. Failing to pass on second examination, they will have their names placed at the foot of the Master Seniority List, or their services dispensed with after investigation, subject to Article 39, Investigation and Discipline, of this Agreement.
- 93.19 Yard helpers who have passed their examinations and have been qualified as Yard Forepersons will be placed on the Master Seniority List as Forepersons in accordance with their seniority standing on the Master Seniority List as a Helper.
- 93.20 A new Helper shall not be regarded as permanently employed until after six months cumulative service, that is, six months from date of making first pay shift, and if retained, shall then rank on the seniority list from the date and time they commence their first pay shift covered by this Agreement. In the meantime, unless removed for cause, which in the opinion of the Company renders them undesirable for its service, the Helper shall be regarded as coming within the terms of this Collective Agreement.
- 93.21 Yardpersons who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this Rule.
- 93.22 In the event of a yard being abolished, an employee in such yard may displace Yardpersons in other yards on that District, ranking according to seniority on the Master Seniority List. A yard will be considered abolished when work in that yard is discontinued without expectation of it being re-established. An employee transferring under the provisions of this Clause, if they had prior rights in the yard from which they transferred, and/or if they are a "protected" Yardperson, will establish prior rights and/or retain their "protected" status, in the yard to which they transfer.
- 93.23 Subject to the provisions of sub-clause 90.30 (11), a qualified Yard Foreperson may work as Helper provided all Yard Foreperson's positions are filled with promoted Yardpersons; otherwise Yard Foreperson's positions will be filled in accordance with the provisions of Clause 93.27.
- 93.24 All assignments in Yard and Transfer Service will be advertised for 7 days twice each year at the general advertisement of assignments at the general change of time, Spring and Fall. At the general advertisement of assignments, all assignments shall be considered permanent vacancies.
- 93.25 Permanent vacancies or new assignments created between the general advertisement of assignments will be advertised for 7 days.
- 93.26 Subject to the provisions of sub-clause 90.30 (11) of this Rule, permanent vacancies or new assignments, which have been advertised, will be awarded to the senior Yardperson applying therefore. In the event of no applicants for a Yard Foreperson's position, the positions shall be filled in accordance with the provisions of Clause 93.27 of this Rule and in the event of no applicants for a Yardhelper's position, the position shall be filled in accordance with the provisions of Clause 93.28 of this Rule.

93.27 Subject to the provisions of sub-clause 90.30 (11) of this Rule, when there is no applicant for a Yard Foreperson's vacancy of 5 days or more or for a permanent vacancy or new assignment the junior qualified Yard Foreperson on the Master Seniority List in that Sub-Zone working as a Helper will be required to fill it. If no applicant and no qualified Yard Foreperson is working as a Helper in that Sub-Zone, then the junior qualified Yard Foreperson working as a Helper in the Zone where the vacancy exists, will be required to take the position. If no qualified Yard Foreperson working as Helper in that Zone, then the junior qualified Yard Foreperson working as a Helper on the Superintendent's Division where the vacancy exists, will be required to take the position. If no such qualified Yard Foreperson is available on the Superintendent's Division, then the junior qualified Yard Foreperson working as a Helper on the Seniority District will be required to take the position.

**Note:** For the purpose of the application of this Clause an employee working on a Yard or Common Spare Board will be regarded as working as a Helper.

93.28 Where Common Spare Boards are maintained and there is no applicant for a Yard helper's vacancy of 5 days or more or for a permanent vacancy or new assignment, it will be awarded to the junior spare employee on the Common Spare Board in that Sub-Zone. At Montreal and Toronto, where separate Spareboards are maintained, when there is no applicant for such vacancies or new assignment, it will be awarded to the junior spare Yardperson on the Yard Spare board in that Sub-Zone. If no applicant and no Yardperson is available in that Sub-Zone, then the junior Yardperson not holding a regular position in the Zone where the vacancy exists will be required to take the position. If no Yardperson is available in that Zone, then the junior Yardperson not holding a regular position on the Superintendent's Division where the vacancy exists will be required to take the position. If no Yardperson is available on the Superintendent's Division, then the junior Yardperson not holding a regular position as such on the Seniority District will be required to take the position. The application of this Clause 93.28 is subject to the provisions of sub-clause 99.08 (9).

93.29 A Yard Foreperson's spare board may be established at Montreal and Toronto. A Yard Foreperson's Spare board may be established at other locations by mutual agreement between the Local Officers of the Company and the Local Representatives of the Union. The number of positions required for the Yard Foreperson's Spare board will be bulletined at the general change of time, Spring and Fall and qualified Yard Forepersons wishing to apply for same will do so in the same manner as for regular assignments. Subject to the provisions of Clause 33 of this Rule, when an insufficient number of applications is received, the junior qualified Yard Forepersons working as Helper will be awarded the position(s) left vacant.

The number of positions on the Yard Foreperson's spare board will be regulated so as to allow each spare Yardperson a minimum of 20 shifts per 4 week period. This is not to be construed as constituting any guarantee. The number of Yardpersons on the Spare board will be regulated jointly by the Local Officers of the Company and the Local Representatives of the Union.

93.30 A temporary vacancy on a Yard Foreperson's position of less than 5 days, including extra yard shifts shall be filled in the following manner:

(1) The first Yardperson out on the Yard Foreperson's Spare Board.

- (2) When not filled under sub-clause 93.30 (1) above, the senior qualified Yard Foreperson working as a Helper on the assignment on which the vacancy exists.
  - (3) When not filled under sub-clauses 93.30 (1) or (2) above, any qualified Yard Foreperson working as a Helper on the assignment on which the vacancy exists.
  - (4) When not filled under sub-clauses 93.30 (1), (2) or (3) above, the first out available qualified Yard Foreperson on the Yardperson's or Common Spare Board.
  - (5) When not filled under sub-clauses 93.30 (1), (2), (3) or (4) above, the junior qualified Yard Foreperson working as a Helper on another assignment starting at the same time as the assignment on which the vacancy exists.
  - (6) When not filled under sub-clauses 93.30 (1), (2), (3), (4) or (5) above, the vacancy shall be filled by the junior available qualified Yard Foreperson working as a Helper in the yard where the vacancy exists.
- 93.31 (1) Subject to the provisions of sub-clause 90.30 (11) a Yard Foreperson's vacancy of 5 days or more or a vacancy known to be of 5 days or more will be awarded to the senior qualified Yardperson applying therefore. In the event of no applications for such vacancy the vacancy will be filled in accordance with the provisions of Clause 93.27 of this Article.
- (2) Subject to the provisions of sub-clause 99.08 (9), a Helpers temporary vacancy of less than 5 days will be filled from the Yard or Common Spare Board, as the case may be. Subject to the provisions of sub-clause 99.09 (9), a Helpers temporary vacancy of 5 days or more, or a vacancy known to be of 5 days or more will be awarded to the senior Helper applying therefore. In the event of no applications for such vacancy, the vacancy will be filled in accordance with the provisions of Clause 93.28 of this Rule.
- 93.32 A Yardperson awarded a position, which they have applied for, will not have the right to bid in the position they have vacated when it is advertised as a result of them leaving it.
- 93.33 In the application of any of the provisions of this Article a Yardperson whose seniority entitles them to a Yard Foreperson's position or temporary vacancy of 5 days or more or a temporary vacancy known to be of 5 consecutive days or more, shall not be permitted to fill a Yard helper's position if as a result thereof the Company would be deprived of reducing a "reducible crew" in Yard or Transfer Service. In these circumstances the junior "protected" Yard Foreperson with a seniority date on or prior to December 15, 1966, not holding a Yard Foreperson's position or temporary vacancy, as the case may be, will be required to fill a Yard Foreperson's position or temporary vacancy. If there is no such "protected" Yard Foreperson, the Yard Foreperson's position or temporary vacancy will be filled by the junior "protected" Yard Foreperson with a seniority date on or prior to February 18, 1978, not holding a Yard Foreperson's position or temporary vacancy.
- 93.34 Deadheading in the exercise of seniority of deadheading to fill vacancies resulting from the exercise of seniority or to fill positions or temporary vacancies of 5 days or more for which no applications have been received will not be paid for.
- 93.35 All previous agreements, rulings or interpretations, which are in conflict with this Article, are superseded by this Article.

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**ARTICLE 94 - YARD SERVICE – YARD RULES & FIVE DAY WEEK**

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Note: Formerly Article 45 CTY West and East.

**94.01 FIVE DAY WORK WEEK**

- (1) A work week of 40 hours is established consisting of 5 consecutive days of 8 hours each, with 2 days off in each 7, except as hereinafter provided. The workweeks will be established in accordance with the Railway's operational requirements. The foregoing workweek rule is subject to all provisions of this agreement.
- (2) Where deemed practicable, implementation of ten hour yard assignments on a 4 + 3 schedule, will be arranged by local agreement and approved by the District General Manager and General Chairman(men). When implemented, arrangements may be made for flexible start times and the rates of pay for such assignment will be increased by \$ 0.50 per hour.

**94.02 BEGINNING OF WORK WEEK**

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

- 94.03 All regular or regular relief assignments for Yardpersons shall be for 5 consecutive days per work week of not less than 8 consecutive hours per day, except as otherwise provided in this agreement.
- 94.04 An yardperson on a regular or regular relief assignment who takes another regular or regular relief assignment, or a yardperson on the Spareboard who takes a regular or regular relief assignment, except as provided in Clause 8, will be permitted to go on the assignment of their choice and will take the conditions of that assignment.

**WEST APPLICATION**

- 94.05 Pilot will receive Yard Foreperson's pay. Engine Helper will be paid Yard Helper's pay, and no Yardperson acting as such will be used outside of yard limits, except as otherwise provided in Article 98.
- 94.06 A Yardperson on a regular or regular relief assignment who goes on the Spareboard will, except as provided in Clause 94.08, take the conditions attached to the Spareboard.
- 94.07 The operation of Clause 94.04 and 94.06 shall not involve the Company in increased expense or in the payment of penalty overtime.
- 94.08 The principle of a Yardperson on a regular or regular relief assignment being permitted and also restricted to 5 shifts per workweek will be regulated as follows.

If, for any reason, a regular Yardperson works more than 10 straight time shifts in any one 14 day period, they will be required to lay off the number of days they are over as soon as possible during the following 14 day period, except that they will be permitted to fill their regular assignment if relief at straight time is not available.

If a regular Yardperson is unable to work 10 shifts within the 14-day period, they will be allowed to revert to the Spareboard to obtain, if possible, the allowable shifts. Shifts worked in this manner will be paid at straight time. Yardperson must notify the proper authority each day they desire to be placed on the Spareboard and will stand first out according to seniority. Shifts lost by any Yardperson as a result of leave of absence or sickness will be considered as shifts worked.

Fourteen-day periods will commence on alternative Mondays unless otherwise agreed locally. Representatives of the Company and the Yardpersons will co-operate in the application of this clause, recognizing the principle of restricting or permitting a Yardperson to 5 shifts in the workweek. Records necessary for the enforcement of this clause will be the responsibility of local representatives of the Yardpersons.

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

## **EAST APPLICATION**

94.09 Rates of Pay and Rules Governing the Service of Yardpersons, Switchtenders and Car Retarder Operators.

(1) For rates of pay, see Article 1.

(2) Yardpersons (not spare) relieving Switchtenders will be paid Yardperson's rates.

A Yardperson used as second Brakeperson will be paid road rates. A Yardperson should not, however, be called for such service if at all avoidable.

(3) An employee on a regular or regular relief assignment who goes on a Spare Board will take the conditions attached to the Spare Board.

**Note 1** It is understood that the foregoing Clauses 94.03, 94.04 and 94.09 (3) are adopted as a general principle recognizing the objective of restricting or permitting Yard Service employees to 5 straight time shifts in the work week of any assignment or transfer from one assignment to another.

**Note 2:** Representatives of Management and employees will cooperate in the application of this principle to existing rules on the respective schedule jurisdictions.

**Note 3:** It is understood that a single move from one assignment to another is taken care of by the above Clause 94.04 and sub-clause 94.09 (3). However, should a Yardperson who has just taken a new assignment move again before remaining one complete work week in that new assignment, the case, at the request of the employees' accredited representative, will be dealt with under the provisions of Notes 1 and 2.

(4) The operation of Clause 94.04 and sub-clause 94.09 (3) of this Article shall not involve the Company in increased expense or in the payment of penalty overtime.



#### 94.10 **EXTRA YARD ENGINE WORKING 5 DAYS**

Extra yard engines in service 5 consecutive days, the starting time of which has not varied more than 1 hour and 30 minutes on any one of the 5 days, will thereafter be made a regular assignment and crewed as such.

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### **ARTICLE 95 - YARD SERVICE – BASIC DAY AND OVERTIME**

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Note: Formerly Article 46 CTY West and East and 2018 MOS.

#### 95.01 **BASIC DAY**

Eight hours or less will constitute a day's work.

**CTY WEST APPLICATION** - Except as provided in Clauses 93.11 and 93.12, regular assigned Yardpersons will not be required to be available for duty from completion of one tour of duty until the starting time of their next regular shift.

95.02 All yard employees will have the right to book rest after 10 hours service.

#### 95.03 **PREPARATORY AND FINAL TIME**

- (1) Yard Forepersons and Yard Helpers will be required to report for duty 10 minutes prior to the starting time of their shift for which 10 minutes will be paid at the applicable pro rata rate of pay. Time paid for will be for performing duties in connection with registering, reading bulletins, checking watch, picking up radios, etc., and being prepared to commence work at the starting time of their shift.
- (2) Yard Forepersons and Yard Helpers, upon completion of their shift will be allowed 5 minutes at the applicable pro rata rate of pay. Time paid for will be for performing duties in connection with completing reports, reporting car control data, returning radios, registering, etc.
- (3) Time paid for under the provisions of paragraphs 1 and 2 above will not be used in the calculation of overtime or in the application of the overtime provisions of this Agreement nor will it be used in the application of the provisions Article 1 - Yard Service and clause 30.14.

#### 95.04 **OVERTIME**

##### (1) **WEST APPLICATION**

- Except as provided in the second paragraph of this clause, Yard Foreperson or Yard Helper assigned to regular shifts who is required to work in excess of 8 consecutive hours or who is required to commence work on a second tour of duty within 24 hours of the starting time of the preceding shift, paid for at pro rata rate, will be paid for time worked in excess of 8 hours continuous service and for the second tour of duty at one and one-half times the pro rata rate.

- Yard Helper assigned to regular shifts who is required to commence work on a second tour of duty as Yard Foreperson within 16 hours of the starting time of the preceding shift will be paid for the second tour of duty at one and one-half times the pro rata rate.
- Spare Yardperson who is required to work in excess of 8 consecutive hours will be paid for time worked in excess of 8 hours continuous service at one and one-half times the pro rata rate.

**Note:** The foregoing shall not apply when changing off where it is the practice to work alternate days and nights for certain periods, working through 2 shifts to change off or where exercising seniority rights.

## (2) EAST APPLICATION

- Yardpersons assigned to regular shifts who are required to work in excess of 8 consecutive hours, or who are required to commence work on second tour of duty within 24 hours of the starting time of the preceding shift paid for at pro rata rate, will be paid for time worked in excess of 8 hours continuous service and for the second tour of duty at one and one-half times the pro rata rate.
- Regularly assigned Forepersons required to double as Yardpersons shall be paid at Foreperson's rate.
- Spare or Extra Yardpersons who are required to work in excess of 8 consecutive hours will be paid for time worked in excess of 8 hours' continuous service at one and one-half times the pro rata rate.
- The overtime provisions of the first two bullet points of sub-article 95.04(2) shall not apply when changing off where it is the practice to work alternate days and nights for certain periods, working through 2 shifts to change off, or where exercising seniority rights.

95.05 Work performed by regular relief employees on assignments which conform with the provisions of sub-clauses 96.15 and 96.23 West inclusive and 96.24 (6) to (13) East inclusive shall be paid for at the straight time rate.

95.06 Regularly assigned employees worked more than 5 straight time 8-hour shifts in Yard Service in a workweek shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1) Where days off are being accumulated under Article 96.
- (2) When changing off where it is the practice to work alternately days and nights for certain periods.
- (3) When working through 2 shifts to change off.
- (4) Where exercising seniority rights from one assignment to another.
- (5) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

When an additional day's pay at the straight time rate is paid to a Yardperson for other service performed or started during the course of their regular tour of duty, such additional day will not be utilized in computing the 5 straight time eight hour shifts referred to in this Clause 95.06.

## **WEST APPLICATION**

**Note:** Yard Helper working as Yard Foreperson is regarded as being in a different grade of service under the application of sub-section 5 of this clause.

Except as provided in clause 1.29, a regularly assigned Yardperson required to work as Yardperson on the days off of their assignment shall be paid one and one-half times the basic straight time rate for such work.

**Note:** The days off for a regularly assigned Yardperson will be regarded as the 48-hour period prior to the starting time of the first shift of the workweek. On regular relief assignments that do not have 2 consecutive days off, the days off will be regarded as the 24-hour periods prior to the starting time of the regular shift following each day off. Time worked as part of the last regular shift prior to days off but within the 48 or 24-hour period specified above is not regarded as time worked on days or day off.

95.07 **EAST APPLICATION** - Unless otherwise mutually agreed, separate Spare boards for Yardpersons will be maintained at Montreal Terminals and Toronto. Yardpersons on the spare board will be called first-in, first-out except as provided in Clauses 8 and 10 of this Article. If runaround, through no failure on their part, a spare Yardperson will be paid for 3 hours and stand first-out.

95.08 **EAST APPLICATION** - Any shift in yard service in excess of 10 straight-time shifts worked by a spare Yardperson in a bi-weekly pay period will be paid for at time and one-half rate. It is recognized that the Company is entitled to have a spare Yardperson work 10 straight-time shifts in yard service in a bi-weekly pay period. A spare Yardperson who has worked 10 straight-time shifts in yard service in a bi-weekly pay period will remain on the extra board, but will not be used in Yard Service during the remainder of that period if other spare Yardpersons are available.

The provisions of this Clause 95.08 shall not apply to Trainpersons/Yardpersons on a Common Spare Board.

95.09 There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in Clause 95.06, be utilized in computing the 5 straight time 8 hour shifts referred to in such Clause 95.06, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc. be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefore, preparatory time,

starting time (except as otherwise provided in Article 96 and similar rules) are not affected by the provisions of this Agreement.

95.10 **EAST APPLICATION** - Nothing in this Agreement shall obligate the Company to work a spare Yardperson at overtime rate when there is a spare Yardperson who could work at pro rata rate.

95.11 Any tour of duty in Road Service shall not be considered in any way in connection with the application of the provisions of this Agreement, nor shall service under 2 agreements be combined in any manner in the application of this Agreement, except a regular or regular relief assignment may be set up to contain not more than 5 shifts in a work week in combined service as Yardperson and Yardmaster.

**EAST APPLICATION - Note:** At the request of the Employees' Committee who also represent the Yardmasters, it was agreed as an exception to Clause 95.05 that no regular or regular relief assignment would be set up to contain more than 5 shifts in a work week in combined service as Yardperson and Yardmaster.

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**ARTICLE 96 - YARD SERVICE – STARTING TIMES**

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Note: Formerly Article 47 CTY West and East and 2007 MOS.

96.01 Where 3 eight hour shifts are worked in continuous service, the time for the first shift to begin work will be between 0630 and 0800; the second 1430 and 1600; and the third, 2230 and 2400.

96.02 Where 2 shifts are worked in continuous service, the first shift may be started during any one of the periods named in Clause 96.01.

96.03 Where 2 shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 0630 and 1000, and the second not later than 2230.

96.04 Where one or two yard utility crew(s) are regularly employed, the provisions of this article would apply; where three yard utility crews are regularly employed, the provisions of this article would apply.

96.05 Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Clauses 96.01 and 96.03.

96.06 At points where only 1 yard crew is regularly employed, they can be started at any time, subject to Clause 96.13, 96.24 (3) and (4).

96.07 Yard crews will be allowed 20 minutes for lunch between 4 hours and 5 hours after starting work without deduction in pay.

96.08 Yard crews will not be required to work longer than 5 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefore. Yard employees will be entitled to a second lunch break between the ninth and tenth hour on duty. There will be no deduction in pay or time therefore.

## 96.09 ACCUMULATION OF DAYS OFF

At points where it is not practicable to grant 2 consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made to provide for the accumulation of days off over a period not to exceed 5 consecutive weeks.

## 96.10 NON-CONSECUTIVE DAYS OFF

If the Company contends it is not practicable to grant 2 consecutive days off to a regularly assigned or regular relief Yardperson, and that it is necessary to establish non-consecutive days off, representatives of the Company and representatives of the Yardpersons will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Company may nevertheless establish non-consecutive days off, subject to the right of the Yardpersons to process the dispute as a grievance or claim under this Agreement, and in such proceedings the burden will be on the Company to prove that it was not practicable to grant 2 consecutive days off.

## 96.11 YARD UTILITY

Refer to Letter Section for [Letter Re: Yard Utility Communication, RCLS Qualification & Scheduling of Utility Assignments](#).

- (1) A Yard Utility person Assignment consists of a single qualified employee, who may be used to work with a Yard or Yard Transfer Crews and will be under the direct supervision of the Yard Foreperson or an appropriate manager of the company. In no circumstances will the Yard Utility person be allowed to work outside the limits of the Yard to which assigned. All Yard Utility person Assignments shall be established and operated in conformity with all schedule yard articles and practices in effect. Regular Yard Utility person's will assist Regular Yard Crews in their duties, and which may involve assisting more than one Yard Crew within the terminal. The company will transport Yard Utility persons within the limits of the yard in order to fulfill the duties. Local agreements may be made for utility employees to operate Company vehicles with no additional payment to employees.
- (2) When not assigned to assist a specific Yard Crew, the Yard Utility person may assist a Freight Service crew on duty within that Yard and will be under the direct supervision of the Conductor. Under no circumstances will the Yard Utility person be considered as forming part of the Freight Service crew, and will not relieve the company of the responsibility to call a Trainperson for a Freight Service crew as provided within the Collective Agreement. The assistance of the Utility person will not affect the payment provisions and rules for the Freight Service crew as provided for within the Collective Agreement.
- (3) A Yard Utility person will not be used to fill a temporary vacancy in Yard Service or in any other class of service. However, if an employee on a regular Yard Assignment is late, a Yard Utility person in the same starting time period in that yard may be used to fill out that yard crew so as to avoid a delay in switching operations. In this circumstance the Yard Utility person will be limited to filling out that Yard crew to a maximum of two hours from the on duty time of that Yard assignment. Additionally, in the event that an employee on

a Crew in Yard Service is unable to complete their shift, a Yard Utility person may be used to fill out that Yard Crew so long as the time involved does not exceed four hours and these specific hours are after the fourth hour of that yard assignment.

At locations where RCLS has been implemented and Yard Utility persons are employed, all employees in Yard Service will have the ability to book rest after 10 hours on duty. At other locations, normal yard rest rules apply. At locations where RCLS has not been implemented, Yard Utility persons will have the ability to book rest after 10 hours on duty at terminals where only one Yard Utility assignment is employed.

- (4) Duties of the Regular Yard Utility Assignment may be modified by mutual agreement, in writing, between the General Chair and AVP of the Company in order to accommodate employees within the Return to Work program who have restrictions, or to facilitate the operations of that particular Yard. Furthermore, the bundling of productive tasks together with the modification of duties is an acceptable method of establishing a Regular Yard Utility Assignment. It was also recognized that the requirement for RCLS qualification may be waived in Return to Work accommodations.

**Note 1:** In all cases the rate of pay for the yard utility person to be included within the appropriate table within article 1. Rate of pay to be that of a YSE.

**Note 2:** It may be necessary to modify the language within Articles 64, and/or 65 to ensure that the payment and claim tracking provisions for the freight crew remain unaffected.

## **WEST APPLICATION**

- 96.12 Yardpersons will be assigned for a fixed period of time, which except as provided for in Article 99, shall be for the same hours daily for all regular members of a crew. So far as it is practicable, assignments shall be restricted to 8 hours work.

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

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

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

**Note:** When an assignment is to be cancelled for a General Holiday or for a reduction in the number of assignments, regularly assigned Yardpersons will receive at least 48 hours or 16 hours advance notice respectively. Not less than 24 hours' advance notice shall be given to regularly assigned Yardpersons when yard assignments are abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case a shorter notice may be given.

- 96.14 At points where the time is changed, Yardpersons will work on the time used by the community. When Daylight Saving Time is in effect in any particular locality, the yard starting time of yard assignments whose work is affected thereby may be governed by Daylight Saving Time.

## 96.15 RELIEF ASSIGNMENTS

When the Company requires service on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra Yardpersons when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this Agreement, have 5 consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the Yardperson or Yardpersons relieved, and have different points for going on and off duty within the same terminal which shall be the same as those of the Yardperson or Yardpersons they are relieving, except that in a seniority district having more than one Spareboard, such relief assignments as are established will be crewed from the territory allotted to a particular Spareboard.

96.16 Where regular relief assignments cannot be established for 5 consecutive days on the same shift, as provided for in Clause 96.15 above, such assignments may be established for 5 consecutive days with different starting times on different shifts on different days, providing such starting times are those of the Yardperson or Yardpersons relieved, and on different days may have different points for going on and off duty in the same terminal which shall be the same as those of the Yardperson or Yardpersons they are relieving, except that in a seniority district having more than one Spare board, such relief assignments as are established will be crewed from the territory allotted to a particular Spare board.

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

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

96.19 Representatives of the Company and of the employees will co-operate in designating days off of individual members of a crew.

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

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

96.21 Memorandum of Understanding dated September 19, 1949, signed by Messrs. McCracken and Meecham, in regard to assignments at Vancouver and Coquitlam continues in effect.

(1) In respect to isolated assignments commencing between the hours of 2400 and 0630, such assignments may be put into effect by mutual agreement between both parties, except as provided under Clause 96.06.

- (2) At locations in yards where three 8-hour shifts are worked in continuous service, yard assignments starting outside the periods specified in Clause 96.01, and in effect prior to July 1, 1963 may be maintained. Effective from July 1, 1963 at locations in yards where three 8 hour shifts are worked in continuous service, new assignments required to meet operating requirements and starting outside the periods specified in Clause 96.01, will not be established without mutual consent. Such consent will not be withheld by the Union when it can be shown a proposed starting time is necessary to meet the operating requirements.

96.22 At points where closed yards are maintained and no Spareboard is maintained for Yardpersons, relief work will be performed by employees in accordance with schedule articles and practices in effect.

96.23 Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in Clauses 96.15 and 96.16.

## **EAST APPLICATION**

### **96.24 STARTING TIME**

- (1) Yard employees shall be assigned for a fixed period of time which, except as provided in Article 99 shall be the same hours daily for all regular members of crew. Regularly assigned Yardpersons will be relieved from work at the same yard at which they commenced work, but it is understood that existing regularly established practices under which change off is arranged at other points, will continue unless otherwise mutually agreed between the Company and the representatives of the employees. So far as it is practicable assignments shall be restricted to 8 hours work.

Crews shall have a designated point for going on duty and a designated point for going off duty.

The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that Yardpersons will report at the hump, others report at the yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet but the designation will indicate a definite and recognized location.

- (2) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice.
- (3) Not less than 24 hours' advance notice shall be given to regularly assigned Yardpersons when yard assignments are abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case a shorter notice may be given.
- (4) Regularly assigned Yardpersons will be given at least 48 hours' advance notice when yard assignments are to be cancelled for a General Holiday.

(Note: Formerly Letter Re: Cancellation of Yard Assignments on General Holidays)



- (5) Where mutually agreeable on account of conditions, produced by having 2 standards of time, starting time may be changed one hour from periods above provided.
- (6) When service is required by the Company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this Agreement, have 5 consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the employee or employees relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one Spare Board, such relief assignments as are established will be manned from the territory allotted to a particular Spareboard.
- (7) Where regular relief assignments cannot be established for 5 consecutive days on the same shift, as provided for in sub-clause 96.24 (1), such assignments may be established for 5 consecutive days with different starting times on different shifts on different days, providing such starting times are those of the employee or employees relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one Spareboard, such relief assignments as are established will be staffed from the territory allotted to a particular Spare Board.
- (8) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.
- (9) Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of a crew.
- (10) Representatives of the Company and of the employees will cooperate in designating days off of individual members of a crew. (**Note:** It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered an operational problem.)
- (11) Except as otherwise provided for in this Article, regular relief assignments shall be established in conformity with rules in agreements or agreed practices in effect on the property governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.
- (12) At points where closed yards are maintained and no Spareboard is maintained for yard service employees, relief work will be performed by employees in accordance with schedule rules and practices in effect.

(13) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in sub-clause 96.24 (1) (2) (3) and (4).

96.25 Notes applicable to this article

**Note 1:** Exceptions to the above Rule, may be made to cover local requirements in isolated cases where mutually agreed to between the appropriate Officer of the Company and the General Chairman.

**Note 2:** Reference made in this Rule sub-clauses 96.24 (3) and (4), to "shifts in continuous service" applies to continuity of shifts established by the Company at any location within a yard.

**Note 3:** Reference made in this Rule, sub-clause 96.24 (5), to "shifts not in continuous service" applies to non-continuity of 2 shifts established by the Company at any location within a yard.

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**ARTICLE 97 - YARD SERVICE – REST RULE**

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Note: Formerly Article 48 CTY West and East, 2015 Adams Award and 2018 MOS.

97.01 All yard employees will have the right to book rest after 10 hours service. Yardpersons must give 2 hours' notice of their desire to book rest. (**EAST APPLICATION** - If rest is booked it shall be for a period of not less than 5 hours). All Yardpersons at the completion of their shift will have the right to book rest up to 10 hours clear, with two-hour call. Yardperson to be the judge of his or her own condition.

97.02 Spare Yardpersons / Foreman will have the right to book 48 hours upon completion of 10 tours of duty regardless of how the shifts were accumulated, for work performed in any class of service.

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**ARTICLE 98 - YARD SERVICE – YARD SWITCHING LIMITS**

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Note: Formerly Article 23 CTY West, Article 50 CTY West and East and 2007 MOS.

98.01 The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of industrial activities and/or territorial extension of facilities must be recognized. The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper office of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when shown that changes are necessitated by industrial activities and/or territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

In the extension of switching limits, the rights of road employees thereon will be conserved by negotiations respecting the allocation of work therein between road and yard employees.

This Rule is not intended to prevent the Company from using Yard employees to switch industrial track within reasonable distance of existing switching limits.

- 98.02 In order to provide timely transportation service, yard crews may be used within a distance of 15 miles outside the established switching limits, to a maximum of 20 miles where the first siding extends to within 20 miles.

Yard crews used outside of established switching limits in such circumstances during their tour of duty shall be compensated on a continuous time basis at yard rates and conditions. The application of this clause shall in no way have the effect of abolishing road switcher assignments. Yard crews may be used in excess of the miles outlined in sub-clause 98.02 first paragraph in accordance with the provisions of sub-clause 98.04 paragraph 2.

### **WEST APPLICATION**

- 98.03 Yardpersons will not be required to go outside of yard terminals except for switching or transfer service and to perform service as provided in Clause 98.02, and yard crews, whose work takes them outside of the switching terminals will receive Yardperson's rates.

- 98.04 Yardperson allotted to other than their regular duties will receive not less than schedule rates of pay for Yardperson. If a Yardperson is used as a Trainperson road rates and conditions will apply.

Where regularly assigned to perform service within switching limits, Yardpersons shall not be used in Road Service when road Trainpersons are available, except in case of emergency or as provided in Clause 98.02. When Yardpersons are used in Road Service in excess of the miles outlined in paragraph one of Clause 98.02 under emergency conditions just referred to road rates and conditions will apply.

**Note 1:** The first sentence of this clause 98.04 means that a Yardperson will receive not less than their schedule rate per hour for all time engaged in other than their regular duties, but not less than their daily guarantee, except when used to relieve a Yardmaster, Assistant Yardmaster or Stationmaster for 30 consecutive days or more, they will be paid the rate of the employee relieved.

**Note 2:** The above will not prevent the Company from using Yardpersons to handle high explosives to powder houses adjacent to terminals, or for the purpose of handling mill or transfer work within a reasonable distance of terminal. The Designated Company Officer will regulate the crewing of a crew to protect a pile driver working within a terminal.

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

## EAST APPLICATION

- 98.06 (1) Road crews shall have the right to crew Work Trains that are operated partly within terminal switching or yard limits and partly on the road adjoining, excepting that where two or more crews are employed in work train service operating partly within terminal switching or yard limits and partly on the road adjoining, a division of such crews shall be arranged between Road and Yardpersons if it is consistent and possible to divide the work so as to leave a yard crew or crews within terminal switching or yard limits performing a proper proportion of the work. It is distinctly understood that this will not require any interchange of trains between terminal and road crews but will only apply when it can be arranged to work a yard crew to advantage with a steam shovel, switching, making up trains, or similar work.
- (2) Yardpersons will have the right to crew all work trains operated exclusively within the recognized confines of yard or switching limits.
- 98.07 Road crews will handle this work in the smaller terminals where there are not sufficient Yardpersons to crew this service, and will be paid at road rates and under road work train conditions.
- 98.08 (1) Yardpersons will not be required to go outside of yard terminals except for switching or transfer service and to perform service as provided in Clause 1 hereof, and yard crews, whose work takes them outside of the switching terminals will receive Yardperson's rates.
- (2) Where regularly assigned to perform service within switching limits, Yardpersons shall not be used in Road Service when road Trainpersons are available, except in case of emergency or as provided in Clause 1. When Yardpersons are used in Road Service in excess of the miles outlined in Clause 1 under emergency conditions just referred to, road rates and conditions will apply.

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## ARTICLE 99 - YARD SERVICE – CONSIST OF YARD CREWS

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Note: Formerly Article 51 CTY West and East.

- 99.01 A yard crew shall consist of not less than a Yard Foreperson and one Yard Helper, except as provided hereunder. Yardpersons will not be required to work with less than a full crew.
- 99.02 Formerly clause 51.02- Archived.
- 99.03 Formerly clause 51.03 – Archived.
- 99.04 Formerly clause 51.04- Archived.
- 99.05 When a yard or transfer crew consists of a Yard Foreperson and one Yard Helper, the Yard Foreperson will use their discretion as to the number of cars which can be handled safely and efficiently.

99.06 It is recognized that the use of communication systems, including the use and carrying of portable radios, is a part of the duties of employees covered by this Article. When portable radios are used by a yard or transfer crew for use in switching operations, each member of the crew shall be supplied with a portable radio and separate frequencies utilized to the extent that such frequencies are available.

99.07 The Engine Follower (Junior Yard Helper) of a yard crew may be used individually to accompany movement of the locomotive used during the regular shift between yards, change off points and shop tracks at the beginning or end of the regular shift on the basis of continuous time payment; time to be computed from the time required to report for duty until released from duty. When so used they will start and finish at the same point as the other member(s) of the crew. If such Yardperson is held on duty after the time claimed on the regular wage ticket, they will submit their own wage ticket for such excess time.

99.08 Former Article 51.08 – Archived

99.09 Former Article 51.09 – Archived

**EAST APPLICATION**

ATLANTIC REGION	
LOCATION	ASSIGNMENTS
McAdam	0715 Yard
Yarmouth	0800 Yard
Trois-Rivieres	410, 411, 413, 414, 415, 416
Quebec	420, 421, 422
Sherbrooke	All Yard Assignments
Megantic	All Yard Assignments
Farnham	All Yard Assignments
Montreal	#1, #3, #8, #9 #10, #11, #13, #16, #18, #19, #21, #22, #26, #28, #29, #31, #32, #35, #36, #37, #70, #71, #72, #73, #81, #82, #87, #88, #117, #118, #119, #125, #126, #127, #128, #129, #130, #131, #134

EASTERN REGION	
LOCATION	Assignments
Sudbury	All Yard Assignments
North Bay	All Yard Assignments
Sault Ste. Marie	All Yard Assignments
Ottawa	All Yard Assignments
Smiths Falls	All Yard Assignments
Windsor	All Yard Assignments
Chatham	All Yard Assignments
London	All Yard Assignments

Tillsonberg	All Yard Assignments
Guelph	All Yard Assignments
Toronto Yard	All Yard Assignments
Lambton Yard	All Yard Assignments
Parkdale Yard	All Yard Assignments
Oakville Yard	All Yard Assignments
Oshawa Yard	All Yard Assignments

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**ARTICLE 100 - YARD SERVICE – INEXPERIENCED YARD PERSONS**

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Note: Formerly Article 52 CTY West and East.

100.01 Yard Foreperson will not be compelled to work with an incompetent Yard Helper, after such employee has been reported in writing to the Designated Company Officer, unless their incompetence is disproved. Yard Foreperson will not be compelled to work with 2 inexperienced Yard Helpers, if experienced Yard Helpers are available.

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**ARTICLE 101 - YARD SERVICE – COUPLING OR UNCOUPLING HOSES**

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Note: Formerly Article 54 CTY West and East.

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

**Note:** This Rule will not be used by Yardpersons to delay trains.

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**ARTICLE 102 - YARD SERVICE – SENIORITY LISTS (EAST APPLICATION)**

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Note: Formerly Article 55 CTY East.

102.01 Employees in yard service will have access at all times to seniority lists, to be posted in conspicuous places in yard offices for such yards or terminals, which will contain correct list of all the yard employees concerned and their seniority standing in the Company's service. Such lists will be compiled and posted January 1st each year. Yard employees whose standing is incorrectly shown must protest in writing within 30 days or no action will thereafter be taken. The standing of any person who is absent on leave or through illness will not be affected by this Article.

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**ARTICLE 103 - YARD SERVICE – CABOOSES IN TRANSFER SERVICE & SHELTER & LUNCHROOMS**

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Note: Formerly Article 57 CTY West and East and 2007 MOS.

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

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

103.03 Concerns regarding the condition of lunchrooms will be promptly investigated with an attempt to resolve by the Local Chairman and Designated Company Officer. Unresolved issues will be advanced to the General Chairman and General Manager for further handling.

103.04 Yard employee lunch rooms will be provided at all locations where yard crews are regularly assigned. Such facilities may be CPR owned, or be customer facilities, or other suitable facilities arranged with another third party. In all cases, these lunch rooms will be equipped with a refrigerator, a microwave oven, soap, towels and potable water. Lunch rooms will be kept in a clean and sanitary condition.

Job briefings will not be conducted in the lunch room at times when other crews are taking their lunch break. At locations where multiple yard and or road crews report for duty at the same time a crew is on lunch a separate area will be designated for job briefings and other job related activities.

103.05 Local bunkhouse committees will be established and/or maintained at all appropriate locations. These committees will be in a position to identify problems with regard to the maintenance and/or other conditions of resthouses and/or Yardperson's lunchrooms and recommend necessary changes to alleviate or overcome them.

[\(Note: Refer to Letter Re: Bunkhouse Review Process\)](#)

103.06 Should the Local Chairman advise the respective Superintendent the specifics of any particular concern which the union may have with respect to the condition or maintenance of any resthouse or Yardpersons' lunch room, the Superintendent would ensure that an investigation will be made as soon as possible to determine what areas, if any, may require attention and, where necessary, the action needed to correct the situation. The Local Chairman will be advised in writing the results of this investigation.

Failing a resolve of the matters raised pertaining to the condition of these rest houses, unresolved issues would be brought to the attention of the General Chairman and the General Manager for further handling.

Note: Formerly 1992 Letter Re: Condition of rest houses & yardmen's lunch rooms.

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**ARTICLE 104 - YARD SERVICE – SPARE YARDPERSONS (WEST APPLICATION)**

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Note: Formerly Article 58 CTY West.

104.01 Unless otherwise mutually agreed, separate Spare boards for Yardpersons will be maintained at Thunder Bay, Winnipeg, Calgary, Coquitlam and Trail.

104.02 Any shift in Yard Service in excess of 10 straight time shifts worked by a spare Yardperson in a 14-day period will be paid for at time and one-half. It is recognized that the Company is entitled to have a spare Yardperson work 10 straight time shifts in Yard Service in a 14-day period. A spare Yardperson who has worked 10 straight time shifts in Yard Service in a 14-day period will remain on the Spareboard, but will not be used in Yard Service during the remainder of that period if other spare Yardpersons are available.

Fourteen-day periods for the purpose of this clause will commence on alternate Mondays unless another day is agreed upon for any particular yard. The provisions of this Clause 104.02 do not apply to employees on a Common Spareboard.

104.03 Yardpersons on the Spareboard will be called first-in first-out except as provided in Clauses 104.02 and 104.08. If run around, through no failure on their part, a spare Yardperson will be paid for 3 hours and stand first out.

104.04 A Yardperson reduced will be notified and when reverting to the Spareboard will do so immediately and take their turn on the board from the time of booking on.

104.05 A spare Yardperson called and afterwards cancelled or set back will be paid 3 hours at the pro rata rate and will stand first out. If cancelled after time ordered to commence duty, they will be paid 8 hours at the pro rata rate and will be liable for further service to the extent of a minimum day. A Spare Yardman (at the home terminal) cancelled prior to commencing work will be entitled to book up to eight hours rest.

104.06 A spare Yardperson not available for call in their turn will be placed at foot of Spareboard.

104.07 A spare Yardperson will be considered available for service unless leave of absence has been granted. In such cases they must notify the Designated Company Officer in writing when they are again ready for service.

104.08 Nothing in this Agreement shall obligate the Company to work a spare Yardperson at overtime rate when there is a spare Yardperson who could work at pro rata rate.



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**ARTICLE 105 - YARD SERVICE – CALLED AND CANCELLED (EAST APPLICATION)**

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Note: Formerly Article 58 CTY East.

105.01 A spare yard employee cancelled after reporting for duty will be paid 3 hours at schedule rates but if cancelled before reporting for duty will be paid 1 ½ hours at schedule rates and stand first out.

105.02 A spare yardperson (at the home terminal) cancelled prior to commencing work will be entitled to book up to eight hours rest.

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**ARTICLE 106 - YARD SERVICE – TRAINMEN RELIEVING YARDMEN (EAST APPLICATION)**

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Note: Formerly Article 60 CTY East.

106.01 Trainpersons relieving Yardpersons will be paid yard rates. Trainpersons should not, however, be called for such service if Yardpersons are available.

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**ARTICLE 107 - YARD SERVICE – CAR RETARDER OPERATIONS (WEST APPLICATION)**

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Note: Formerly Article 62 CTY West.

107.01 Eight consecutive hours and time required for transfer will constitute a day's work for a Car Retarder Operator. Overtime shall not commence until completion of a day's work.

107.02 When extra Car Retarder Operators are used, and are required to remain on duty in excess of 8 hours in continuous service, exclusive of time required for transfer, they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24-hour period, they will not be paid under the overtime rule but will start a new day and will receive, for 8 hours or less, the straight time rates.

107.03 (1) Car Retarder Operators will be taken from the ranks of qualified Yard Foreperson, and will be carried on a separate Car Retarder Operators' Seniority List, which will not deprive them of their rights as Yard Forepersons on Yard Seniority Lists for Yard Foreperson and Yard Helpers.

**Note:** In the event that no applications are received from Yard Forepersons the bulletin will be extended to Yard Helpers including those former Switchtenders appearing on the Yardpersons' Seniority List who are qualified in all respects to work as Yardpersons.

(2) Car Retarder Operators will be required to familiarize themselves with the requirements of their assignments on their own time, without compensation, the Company to be the sole judge as to the competency of applicants. In the case of applicants of equal ability, seniority shall be the deciding factor in making appointments.

**Note:** In advance of placing in operation a new hump yard in which Car Retarder Operators are required, a sufficient number of employees will be selected for training as Car Retarder operators. Those initially selected for training will be compensated for each day spent in training at the rate of pay the regular assignment held, i.e. Yard Foreperson or Yard Helper.

- (3) Seniority of Car Retarder Operators will date from the time they are promoted to such position.
- (4) Car Retarder Operators desiring to give up their seniority as such will be required to give 2 weeks advance notice in writing before they are relieved of their assignments.
- (5) Car Retarder Operators will, when so instructed, perform any of the work of a Yardperson during their tour of duty.

107.04 When a Yard Foreperson performs Car Retarder Operator's work and other switching service the same day, it will be termed "combination" service and the higher rate of pay will apply for the entire day's work.

107.05 Vacancies for the position of Car Retarder Operator will be filled by the senior available Spare Car Retarder Operator desiring same. When no applications are received the vacancy will be filled by the Junior Car Retarder Operator not working as such.

107.06 Former Article 62.06 - Archived

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**ARTICLE 108 - WORK RELATED EQUIPMENT**

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Note: Formerly Article 63 CTY East and West.

108.01 All employees must provide themselves with an electric white lantern. The electric lantern, bulbs and batteries must be of a standard prescribed by the Company and the lantern must be equipped with not less than 2 white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

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

108.03 Employees, who have already provided themselves with electric lanterns, may continue to use them until they are worn out, provided such lantern is of a satisfactory type and contains 2 serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern, as required under the provision of clause 108.01.

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

108.05 Replacement of lanterns issued by the Company will be made without cost to the employees under the following conditions:

- (1) When worn out, or damaged in the performance of Company service, upon return of the lantern.
- (2) When stolen while employee is on the premises of the Company, without neglect on the part of the employee.
- (3) When destroyed in the performance of duty.

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

108.07 In the event that due to conditions beyond the control of the Company it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Company shall thereby be relieved of compliance with the provisions of this Article to the extent that such inability makes it impossible to comply herewith.

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**ARTICLE 109 - LAYOFF & RECALL**

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Note: 2022 MOS and Formerly November 13, 2004 Letter Re: Layoff & Recall and Article 65 CTY West and CTY East.

**NOTICE OF LAYOFF**

109.01 Employees will be given a 10-day notice of lay off by phone call with follow up by personal email. In the event of a strike or work stoppage by employees at Canadian Pacific Railway, a shorter layoff notice and recall period may be given. Employees must keep their email address and phone contact number(s) up-to-date.

109.02 Once an employee has been issued notice of layoff, should the needs of the business change, such notice may be rescinded prior to layoff. Once such notice is rescinded, a new 10-day notice of layoff must be provided prior to laying off the employee. All related notices must be in writing. (Note: Formerly November 13, 2004 Letter Re: Layoff & Recall.)

109.03 If not required during the 10-day notice of lay off, employees may be required to go into training, perform familiarization or work at another location on the district. Employees will not be required to work at a location where there are laid off employees at that location. If required to work/familiarize at another location, employees to be provided transportation to and from the work location and suitable accommodation at that location. Employees may, upon mutual agreement, use this period to familiarize at a location off district. Benefits to be provided as per the provisions for employees working temporarily off of the district.

**LAY-OFF PROTOCOL**

109.04 In the event of layoff, all affected junior employees at specific terminals will receive ten (10) days' notice of layoff by 2201 Thursday, by phone call with follow up by personal email. Such

email will include a reference to the application cut-off date/time should an employee chose to exercise seniority. Employees must keep their email address and phone contact number(s) up-to-date.

109.05 Employees who choose to continue working at other terminals, will be required to submit a bid, denoting a location(s) of preference (in descending order of preference), should the employee be subject to layoff.

109.06 This bid form will be utilized to identify the preferred location(s) for WPP purposes.

109.07 Employees may amend this bid form at any time, up to and including 16:00 of the Thursday preceding the lay-off date. If no changes are provided, the bid will stand and the employee will be placed accordingly.

109.08 Employees who do not submit a timely bid will thereby accept lay-off.

**Note:** It should be noted that once lay-off is accepted, these employees may only exercise seniority upon recall or at the next General Advertisement of Assignments.

109.09 Upon receipt of an employee's application to exercise seniority upon lay-off, the Company may choose to issue a lay-off notice in the Terminal to which the employee has exercised seniority.

109.10 Employees who are not familiarized at the new location will be familiarized as per the Collective Agreement.

109.11 This process will continue until such time as layoff's cease at the terminals affected.

## **RECALL**

109.12 Employees who have been laid off due to reduction of staff will receive 15 days' notice by phone call with follow up by personal email when being recalled for service. Employees must keep their email address and phone contact number(s) up-to-date.

109.13 Employees must be provided a 15-day notice of recall. Should an employee wish to return to active service prior to the 15 days, they may do so if required. In no case shall a junior laid off employee be permitted to return to active service prior to the expiration of the 15-day notice without providing the same opportunity to a senior laid off employee who has been provided the same notice. (Note: Formerly November 13, 2004 Letter Re: Layoff & Recall)

109.14 Employees will be recalled for a minimum of 35 consecutive calendar days. If not required during the 35 consecutive calendar days, employees may be required to go into training, perform familiarization or work at another location on the district. Employees will not be required to work at a location where there are laid off employees at that location. If required to work/familiarize at another location, employees to be provided transportation to and from the work location and suitable accommodation at that location. Employees may, upon mutual agreement, use this period to familiarize at a location off district. Benefits to be provided as per the provisions for employees working temporarily off of the district.

109.15 Employees who do not return to actual service within 15 days of the date of the notice will be considered to have resigned and their records closed accordingly except that in exceptional

circumstances, local arrangements may be made between the General Manager and the General Chairman to extend the 15-day period.

109.16 The minimum 35-day period of recall shall commence the first day the employees return to service. (Note: Formerly November 13, 2004 Letter Re: Layoff & Recall)

109.17 In all instances, notice of recall and layoff will be provided to take effect with the weekly change.

### **INCENTIVE FOR EXPEDITED RECALL FROM LAYOFF**

109.18 The following is intended to assist the Company and employees, who are subject to recall with a defined early recall process that establishes certainty to when a laid-off employee will return to work recalled. To be eligible for the financial incentive provided herein the following must occur:

(a) Upon notification of laid-off status, employees must declare their intent via email of their commitment that upon recall they will return to work as provided in paragraph c) hereof.

Note: Once recalled, employees are required to return to active status as declared.

(b) Subsequent to their original declaration, if there is a change in the employee's ability to accept an early recall, they must notify the CMC (via email) prior to any recall.

(c) Within 48 hours from date the employee returns to active service, the Company will process an off cycle payment of the early return to work incentive outlined below:

<u>Return to Active Service</u>	<u>Incentive</u>
Within 3 days' of the date of Notice	\$1,250.00
Within 4-7 days' of the date of Notice	\$1,000.00
8-15 days' of the date of Notice	\$0

Note: Employees must keep their email address and phone contact number(s) up to date. Payment of the above will be processed within 48 hours of return to active service.

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## **ARTICLE 110 - MATERIAL CHANGE IN WORKING CONDITIONS**

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Note: Formerly Article 72 CTY West and East, 2007 MOS, 2015 Adams' Award and 2018 MOS

### **SECTION 1**

#### **110.01 NOTICE OF MATERIAL CHANGE**

The Company will not initiate any material change in working conditions that will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the

provisions of Section 1 of this Article.

#### 110.02 **MEASURES TO MINIMIZE ADVERSE EFFECTS**

The Company will negotiate with the Union measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the implementation of a material change is also subject to negotiation.

110.03 While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under clause 110.02 may include the following:

- (1) Appropriate timing.
- (2) Appropriate phasing.
- (3) Hours on duty.
- (4) Equalization of miles.
- (5) Work distribution.
- (6) Adequate accommodation.
- (7) Bulletining.
- (8) Seniority arrangements.
- (9) Learning the road.
- (10) Eating en route.
- (11) Work en route.
- (12) Lay-off benefits.
- (13) Severance pay.
- (14) Maintenance of basic rates.
- (15) Constructive miles.
- (16) Deadheading.

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

#### 110.04 **NEGOTIATIONS - PROCEDURE - ARBITRATION**

The negotiations referred to in clause 110.02 shall be conducted between the General Manager (or their delegate) and the General Chairman and shall commence within 20 days of the date of the notice specified in clause 110.01. The parties agree, at the initial meeting, to review the available dates for the board of review and an arbitration hearing with consideration to the timelines setout below.

If the negotiations do not result in mutual agreement within 30 calendar days (day 50) of their commencement, the issue, or issues, remaining in dispute with the exception of **WEST APPLICATION - Article 91** governing a change in established home terminals shall, within 7 days (day 57) of the cessation of negotiations, be referred to the Vice-President, Labour

Relations, of the Company and the Vice-President of the Union for mediation by a Board of Review composed of two senior Officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notice served by the Company on the Union under Section 1, clause 110.01 and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in clause 110.05.

The Board of Review must meet within 30 days (day 80) and, if the Union is not able to meet within this required timeframe, the Company is entitled to proceed to the next step.

110.05 The Board of Review shall, within 20 days (day 100) from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in clause 110.06, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days (day 107) by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration and Dispute Resolution.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, each must submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days (day 137) from date of the request for arbitration and shall render a decision together with reasons therefore in writing within 15 days (day 152) of the completion of the hearing.

At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

110.06 Time limits specified in clauses 110.04 and 110.05 may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

110.07 The decision of the Arbitrator shall be confined to the issue or issues placed before them which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

110.08 The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

110.09 The appointment of the Arbitrator referred to in clause 110.05 may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement

between the parties.

110.10 In the event either party serves notice as provided in clause 110.09, or the permanent Arbitrator serves notice on the parties of an intention to terminate their appointment, and there are disputes requiring final determination during a period in which there is no permanent Arbitrator, the parties will, within 27 days of cessation of negotiations at the regional level, agree upon an Arbitrator to hear such dispute. If the parties cannot agree on the selection of an Arbitrator either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc Arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in clause 110.05 and by the provision of clause 110.07.

#### 110.11 **RELOCATION OF EMPLOYEES**

Notwithstanding the provisions of clause 110.01, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.

#### 110.12 **CHANGES BY NORMAL APPLICATION OF COLLECTIVE AGREEMENT**

This Article does not apply in respect of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

#### 110.13 **DISPUTE ON APPLICATION OF THIS ARTICLE**

A dispute concerning the applicability of this Article to a change in working conditions will be processed as a grievance by the General Chairman direct to the General Manager, and must be presented within 60 days from the date of the cause of the grievance.

## **SECTION 2**

#### 110.14 **RELOCATION EXPENSES**

- (1) The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.
- (2) Eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
- (3) An employee:
  - a) Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this Article, in that month have worked and/or been available for service on:
    1. 30 days (road);
    2. 21 days (Yardpersons and Yardmasters);



3. or major portion thereof.

b) Must occupy unfurnished living accommodation to be eligible for benefits under sub-clause 110.15 (2), (6) and (7).

(4) Must establish that it is impractical for them to commute daily to new location.

#### 110.15 RELOCATION BENEFITS

(1) Payment of door-to-door moving expenses for the eligible employee's household goods and their automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.

(2) An allowance of up to \$1,285.00 effective 2018 for incidental expenses actually incurred as a result of relocation.

(3) Reasonable transportation expenses from their former location to their new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$329.00 effective 2018, for an employee without dependents, and that an additional amount of \$171.00 effective 2018 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.

(4) Upon authorization an employee may drive their automobile to their new location at the allowance specified in clause 1.03 of the Consolidated Collective Agreement.

(5) In order to seek accommodation in their new location and/or to move to their new location, an employee will be allowed a continuous period of leave up to one week (7 consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the class of service in which regularly employed.

(6) Loss on Sale of Home

a. Reimbursement for loss sustained on the sale of a relocating employee's private home which they occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. (Note: Should the employee receive an offer to purchase the home and they immediately notify the Company of the offer, the Company is obligated to exercise its option whether or not to purchase the home prior to the expiry time of the offer which may be two or three days.) Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale. (Note: Formerly Letter Re: Claims for reimbursement for loss sustained on sale of home)

b. The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this Article.

c. An eligible employee who desires to sell their house and receive any benefit to which they may be entitled under this sub-clause 110.15 (6) must advise the Company's Officer concerned accordingly within 12 months of the date the initial change takes

place. No employee shall be entitled to any claim under this sub-clause 110.15 (6) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-clause 110.15 (6) must be made within 12 months of the final determination of value.

- d. In cases having extenuating circumstances, local Company Officer(s) and Union Officer(s) will jointly review the case with the employee and, where warranted, establish an appropriate extension to the 12 month time limit referred to sub-clause 110.15 (6) (C) above.
  - e. Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$10,540.00 effective 2018. Receipts shall be required.
- (7) If an employee who is eligible for moving expenses does not wish to move their household to their new location they may opt for a monthly allowance of \$343.00 which will be payable for a maximum of twelve months from the date of transfer to their new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, they shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.
- (8) An employee who elects to move their household effects to a new location during the twelve-month period following the date of their initial transfer will only be eligible for their relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of their relocation.
- (9) Alternatively to sub-clause 110.15(6) the cost of terminating an unexpired lease and legal costs connected therewith up to a value of 3 months' rent, where the relocating employee was renting a dwelling which they occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than 3 months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

### **SECTION 3**

110.16 The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

### **SECTION 4**

110.17 This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55 of the Canada Labour Code do not apply.

110.18 The provisions of this Article are intended as well to specify procedures by which matters relating to the termination of employment of employees represented herein may be negotiated and finally settled and Sections 214 to 226 of the Canada Labour Code do not apply.

110.19 The provisions of this Article apply to Road Service employees, Yard Service employees, Car Retarder Operators and Switchtenders.

## **SECTION 5**

### **MAINTENANCE OF BASIC RATE**

110.20 An identified employee will be entitled to a Maintenance of Basic Rate Benefit (MBR) if, as a result of the change the employee's earnings are reduced.

110.21 An eligible employee shall have his/her basic rate maintained by payment to such employee, the difference between actual earnings in a two week period and two times their basic weekly pay. The difference is known as the employee's incumbency. If actual earnings in a two week period meet or exceed two times the basic weekly pay, no incumbency is payable.

110.22 An employee's "basic weekly pay" as determined by clause 110.24 will be amended by the amount of any general wage adjustments applicable during the period immediately following the effective date of benefits entitlement specified in clause 110.28.

110.23 For the purpose of this Agreement, the term "basic weekly pay" is defined as:

- a) For employees in road service or yard service on the effective date, including employees on spare boards; one-fifty second (1/52) of the total earnings of such employee during the twenty-six full pay periods preceding his/her displacement or layoff as a direct consequence of implementation.
- b) When computing "basic weekly pay" pursuant to clause 110.24, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence if any, together with the earnings of the employee in that pay period, subtracted from the total earnings in the twenty six pay periods when determining the basic weekly pay. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
- c) Employees off for Union leave will not have their "basic weekly pay" computed or reduced due to Union leave.

110.24 When provided an MBR, an employee must:

- a) Exercise their seniority to the highest rated position at their home terminal or outpost terminal in accordance with Collective Agreement seniority provisions.

- Should they fail to do so, they will be considered as occupying such position and their incumbency will be reduced accordingly.
  - Should there be a dispute regarding the highest rated position to which the employee must exercise seniority, the Company may designate the position.
  - Should the Company and Union fail to reach an agreement in any such dispute, the matter may be advanced by the General Chairman as a grievance at step three of the grievance procedure.
- b) Work all vacancies available to them consistent with Collective Agreement seniority provisions.
- c) Be available for service for the entire two-week period. The two-week period is meant to coincide with the scheduled Spareboard Guarantees. If not available, the incumbency for that period will be reduced by an amount equal to the earnings that would have been made on the day(s) unavailable.
- All assigned service employees, including yard service and Locomotive Engineers not working as such, cannot be considered unavailable on their assigned rest days.
- d) Unassigned freight pool employees will be able to book maximum rest according to the provisions of the Collective Agreement without affecting their MBR entitlement provided that they earn their maximum monthly mileage during their mileage period. Employees utilizing Earned Days Off (EDO's) will not affect the MBR's

110.25 In order to allow for proper administration of this Agreement, it is agreed that an employee's MBR period will be matched, as closely as possible, to their mileage period. MBR periods may be pro-rated in order to make this adjustment. Any formula to pro-rate the MBR period must be jointly agreed upon by the parties to this agreement.

110.26 If an employee fails to make their maximum monthly mileage and has missed a trip as a result of booking more than twelve (12) hours rest during the MBR entitlement period, their incumbency will be reduced by the earnings associated with the trip(s) missed to a maximum of the number of trips up to the maximum monthly mileage.

Note: A maximum of one trip can be deducted in any one twenty four (24) hour period as a result of booking more than twelve (12) hours rest.

110.27 All compensation paid to an employee by the Company in each two (2)-week period, shall be taken into account when computing the employee's incumbency. Shifts or tours of duty commencing between 0001 on the first day of the two-week period and 2359 on the last day of the two-week period, will be included in computing compensation paid. All assigned road and yard employees who work other than their regularly scheduled tours of duty will not have the additional earnings included in the calculation of their MBR incumbency.

110.28 The period of MBR benefits will be determined by the actual material change agreement or the Arbitrator's award.

### **LAYOFF PROTECTION**

110.29 For each year of CCS (or major portion thereof) an employee will be allowed a lay-off benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.

110.30 An eligible employee, as defined in clauses 110.33 and 110.34, may at the expiration of the specified seven-day waiting period, make application to the designated Company Officer for a weekly lay-off benefit as follows:

- (1) A weekly lay-off benefit for each complete week of seven (7) calendar days laid off, following the seven-day waiting period, of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under EI for such week, will result in the employee receiving 80 percent of his basic weekly pay at time of lay-off.
- (2) During any week, following the seven-day waiting period, that an eligible employee is not eligible for EI benefits account eligibility for such benefits having been exhausted or account such employee not being insured for EI benefits, or account EI waiting period, such employee may claim a weekly lay-off benefit for each complete week of seven calendar days laid off of the maximum EI weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at the time of lay-off.
- (3) Weekly lay-off benefits specified in this clause 110.30 will cease when an eligible employee has exhausted his benefit accumulation as specified in clause 110.29.
- (4) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly lay-off benefit under this Agreement any amounts received from the Unemployment Insurance Commission in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

110.31 No weekly lay-off benefit will be made for parts of a claim week as defined in clause 110.33 except that:

- i. Recall not covered by 110.31 (ii) below.
- ii. An employee who has qualified for weekly lay-off benefits in accordance with clause 110.33 and who returns to work for part of the last claim week and thereby receives

earnings from the Company in that last claim week may make application for a partial weekly lay-off benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under EI for such week will result in the employee receiving eighty (80) percent of his basic weekly pay at time of lay-off.

110.32 The maximum number of benefits will be determined by the number of assignments reduced as determined by the material change agreement or arbitrated award, multiplied by 1.25.

#### **ELIGIBILITY FOR LAYOFF BENEFITS**

110.33 An employee who is not disqualified under clause 110.34 hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of lay-off (herein called "a claim week") provided he meets all of the following requirements:

- a) For weekly lay-off benefit payment, a continuous waiting period of seven (7) days in the period of lay-off has expired. Each period of lay-off will require a new seven-day waiting period in order to establish eligibility for weekly lay-off benefits, except that once an employee has been on lay-off for more than seven (7) days, and is recalled to work for a period of less than ninety (90) calendar days, such employee will immediately become eligible for weekly lay-off benefits upon lay-off within such ninety (90) days.
- b) He has made application for benefits to the designated Company officers.
- c) He has exercised full seniority rights at his home terminal, and outpost thereto, except as otherwise expressly provided in sub-clauses 110.34 (b) and (c).

110.34 Notwithstanding anything to the contrary in clause 110.34, an employee shall not be regarded as laid off:

- a) During any day or period in which his employment is interrupted by leave of absence for any reason, sickness, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause (b) below), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction of cessation of work due to strikes by employees of the Railway.
- b) During any interval between the time that he is recalled to service of the Company after a period of lay-off, and the time at which he actually resumes work; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed, on the same basis as if he had returned to work on the date such work became available.
- c) If he/she declines for any reason, other than as expressly provided in sub-clause 110.34 (b) above, recall to work at his home location, including outpost thereto.
- d) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in the material change agreement or arbitration decision; or

e) After his dismissal or resignation from the service of the Company.

## **EARLY SEPARATION**

- 110.35 The early separation plan as outlined herein will be made available to employees who have more than 2 years CCS at the time of implementation and have worked continuously at the affected terminal or an outpost terminal thereto for at least one year as a bargaining unit employee immediately prior to the date of acceptance for early separation. This one-year requirement may be waived by the Company and General Chairs.
- 110.36 The number of attrition opportunities available, consisting of early separation allowances and severances, will be equal to the number of assignments reduced multiplied by 1.25. Fifty percent of the opportunities that become available will be bulletined not later than January 31st of the year following implementation. Should these opportunities not be taken in a given year, they will be banked and re-bulletined each year until exhausted.
- 110.37 The remaining fifty percent of opportunities that become available will be bulletined not later than January 31st of the year following implementation provided that there is a surplus of employees at affected terminals. The number of opportunities bulletined will not exceed the number of surplus employees at the affected terminal or outpost thereto.
- 110.38 A surplus employee is defined as an employee with greater than two years CCS who has been laid off for 9 months or more in a 12 month period.
- 110.39 Any attrition opportunities in clause 110.37 above that are not offered or taken during the year that they are generated will be banked and be re-bulletined if there is a surplus as defined above.
- 110.40 It is also understood that each separation opportunity taken under this agreement, including bridging, by an affected employee at the affected terminal will eliminate or reduce the number of MBR, relocation, layoff and severance benefits that might otherwise be triggered.
- 110.41 Each separation opportunity taken under this agreement, including bridging will eliminate a guaranteed attrition opportunity as mentioned in clause 110.37 above in addition to the number of MBR, layoff and relocation benefits that might otherwise be triggered.
- 110.42 To facilitate the awarding of these early separation opportunities, the bulletin in clause 110.36 above will be issued for 120 days by the Company requesting applications from eligible employees for these separation opportunities. These opportunities will be awarded, as available, on the basis of seniority and the specifications of clause 110.36, provided, of course, that the eligibility requirements are met.
- 110.43 An employee working in a position covered by this agreement who is a successful applicant and who is eligible for Early Retirement under the Company's Pension Plan, will be entitled to receive a monthly separation allowance until age sixty-five (65) which, when added to his Company pension, will give him an amount equal to a percentage of his average annual earnings over his best five year period, as defined under the pension rules, in accordance with the following formula:

Years of Cumulated Compensated Service at time employee elects early retirement Percentage amount as defined above:

35 and over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25 or less	60%

110.44 An eligible employee, entitled to the separation allowance specified in clause 110.44 may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of 10% per annum.

110.45 An employee whose application is accepted will be advised of his benefit entitlement within 30 days of the closure of the bulletin, and upon notification, must make a decision to accept or reject the separation opportunity within 48 hours of notification. Such decision will be considered irrevocable upon acceptance. The employee must comply with the conditions attached thereto at the earliest opportunity following acceptance. Employees who may not be in a position to see the bulletin when issued due to authorized leave of absence, bona fide sickness or annual vacation will be advised of the contents of the bulletin via double registered mail. It will then be their responsibility to apply within the time limits.

110.46 Eligible employees, as defined, who elect payment as provided in clause 110.44 above shall be:

- a) entitled to have their group life insurance coverage continued until age 65 and paid for by the Company; and
- b) entitled at age 65 to a life insurance policy, fully paid by the Company, in an amount equal to that in effect in the applicable existing collective agreement; and
- c) entitled to have his Extended Health and Vision Care benefits continued fully paid by the Company, until age of normal retirement.

Applications from eligible employees will be processed on the basis of their earliest seniority date under the respective collective agreements.

The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five (65).

An employee who elects benefits under this Clause will not be entitled to any other benefits provided elsewhere in this Agreement.



## APPENDIX "A" - APPRAISAL PROCEDURE

When an affected employee desires to sell their home under the provisions of sub-clause 110.15(6) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- (1) In advising the Company Officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their option as to the fair market value of their house.
- (2) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (3) Within 15 working days from date of receipt of employees' advice of their desire to make a claim, the Company Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-clause 110.15(6)(a).
- (4) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union Representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in (C) of this Appendix "A".
- (5) If such joint conference does not resolve the matter then within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.
- (6) The employee and Company Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in (e) of Appendix A. If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (7) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.
- (8) The fees and expenses of any appraiser appointed in accordance with (e) or (f) of Appendix A shall be paid by the Company.

**PARTICULARS OF HOUSE TO BE SOLD**

<b>PARTICULARS OF HOUSE TO BE SOLD</b>			
Name of Owner:			
Address			
	No.	Street	City/Town
Type of House	Cottage	Bungalow	Split Level
Year Built:	No. of Rooms:	Bathrooms	
Type of Construction (i.e. brick, veneer, stucco, clapboard)			
Finished Basement	Yes	No	
Type of heating: (i.e. oil, gas, coal, electricity)			
Garage	Yes	No	
Size of Lot:			
Fair Market Value \$			
Other Comments:			
Date:			
Signature:			

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**ARTICLE 111 - GUARANTEE – ROAD & YARD SERVICE (WEST APPLICATION)**

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Note: 2022 Kaplan Award; Formerly Article 73 CTY West and 2007 MOS.

**ROAD AND COMMON SPARE BOARD****111.01 EMPLOYEES HAVING A SENIORITY DATE ON OR BEFORE JUNE 18, 1990**

Employees on a road or common spare board having a seniority date on or before June 18, 1990, will receive a guarantee of 1615 miles biweekly for two consecutive weekly crew changes at the required Trainperson's rate of pay. An employee assigned to the spare board for only a portion of the bi weekly guaranteed period will be paid the full proportion of the guarantee pro-rated according to the number of days the employee was on the spare board as related to the number of days in the guaranteed period.

- (1) Trainpersons regularly set up in Freight Service Road and Common Spare boards who do not lay off of their own accord will be paid not less than 1,615 miles at the Required Brakeperson's through freight rate in any regular guarantee period. Miles, for the purpose of this clause, shall be those outlined in clause 74.11.
- (2) Trainpersons regularly set up in Freight Service Road and Common Spare boards only part of any regular guarantee period will be credited with such mileage at the rate of 115 miles for each day in the guarantee period regularly set up, at the Required Brakeperson's through freight rate.
- (3) Trainpersons regularly set up in Freight Service Road and Common Spare boards, who complete a tour of duty in Yard Service, will have their compensation for such yard tour of duty converted to miles at the through freight rate for the purpose of determining applicable Spare board guarantee payments.

**111.02 EMPLOYEES HAVING A SENIORITY DATE AFTER JUNE 18, 1990**

Employees on a road or common spare board having a seniority date after June 18, 1990 will receive a guarantee of not less than the monetary equivalent of 1615 miles biweekly for two consecutive weekly crew changes, at the through freight Brakeperson's rate of pay. An employee assigned to the spare board for only a portion of the biweekly guarantee period will be paid the full proportion of the guarantee pro-rated according to the number of days the employee was on the spare board as related to the number of days in the biweekly guarantee period.

On territories declared for Conductor Only Operation, payment of the appropriate portion of this monthly spare board guarantee shall be made on the current pay period subject to the following conditions.

- (1) Trainpersons regularly set up in Freight Service Road and Common Spare boards who do not lay off of their own accord will be paid not less than the monetary equivalent of 1,615 miles at the through freight Brakeperson's rate of pay.

- (2) Trainpersons regularly set up in Freight Service Road and Common Spare boards only part of any regular pay period will be credited with such mileage at the monetary equivalent of 115 miles for each day in the guarantee period regularly set up, at the through freight Brakeperson's rate of pay.

**111.03 SPARE BOARD REGULATION**

- (1) With expedited processing and payment of Spare board guarantees, the Company shall regulate Spare boards according to known and projected traffic offerings, reviewed weekly as at the present in consultation with local Union Representatives.

**111.04 SPARE BOARD GUARANTEE REDUCTIONS**

- (1) Trainpersons on Road and Common Spare boards booking in excess of 12 hours rest between the hours of 2359, Thursday, to 1200 Noon, Sunday, will be subject to a reduction as outlined below:

Effective	100%	95%
January 1, 2022	\$349.97	\$332.47
January 1, 2023	\$362.22	\$344.11

- (2) Trainpersons on Road and Common Spare boards who take in excess of 12 hours rest at other times AND who miss work as a result will be subject to a reduction of one day's pay at the Brakeperson's through freight rate as outlined below:

Effective	100%	95%
January 1, 2022	\$199.95	\$189.95
January 1, 2023	\$206.95	\$196.60

- (3) Each time an employee books sick or otherwise is not available for duty, at times other than those specified in sub-clause 111.04 (1), the guarantee will be reduced one day's pay at the Brakeperson's through freight rate and additionally for each subsequent 24 hour period or major portion thereof commencing at the expiration of 24 hours after the time such employee booked sick or otherwise made themselves unavailable for duty or for each missed call or for each occasion on which an employee books in excess of 12 hours rest. (as per sub-clause 111.04(2)) The latter condition does not preclude the calling of an employee for duty after expiration of 8 hours rest if no other spare employee is available for duty. However, in the event an employee is called and is not available for duty for any reason between the expiration of the eighth hour and the twelfth hour, no reduction shall be made in their guarantee. In application of this sub-clause 111.04 (3), no further reductions will be made should an employee miss further calls within the 8 hour period immediately following a missed call for which a reduction was made.

- (4) Other penalties provided in existing guarantees will continue to apply except that the amount of any reduction occurring between the hours of 2359 Thursday and 1200 Sunday will be that specified in sub-clause 111.04 (1), above.

- (5) Trainpersons on Road or Common Spare board, who are subject to more than 1 reduction in the amount of the guarantee payable to them in that bi weekly guarantee period shall not be entitled to claim any guarantee payment for that period. Time off on authorized Union business will not be counted as a reduction, but the Guarantee will be prorated to reflect time off.
- (6) Trainpersons shall not be entitled to claim Spare board guarantee payments for periods within the pay period during which they have been held off for miles.

#### **111.05 SPARE BOARD GUARANTEE CLAIM PROCESSING & PAYMENT**

- (1) Spare board guarantee claims must be submitted in CMA with the appropriate claim codes.
- (2) To ensure payment of Spare board guarantee claims for the current pay period on the next subsequent pay day, claims must be submitted not later than 48 hours from the close of the pay period.

Example: For the pay period ending at 2359 Thursday, January 22, 1998, employees would be required to submit Guarantee Claims by 2359 Saturday, January 24, 1998 and guarantee payments would be processed and paid along with the employees' regular earnings on February 5, 1998

- (3) The Company cannot assure payments as outlined above if employees' Spare board Guarantee Claims are not received within 48 hours of the close of the pay period for which the claim is being made.
- (4) The Company shall bear the additional costs associated with the bi-weekly processing of Spare Board Guarantee Claims.
- (5) Effective with implementation of the biweekly spare board guarantee, all guarantee payments will be calculated on a biweekly basis that coincides with two consecutive Weekly crew changes.
- (6) The Company reserves the right to review guarantees paid at a later date and to recover excess payments. The repayment schedule for recovery of such excess payments shall be arranged with the individual on a local basis and the repayment schedule must not extend over a greater number of pay periods than that during which the overpayment occurred.
- (7) Spare board guarantee payments are subject to General Wage increases.

#### **111.06 FREIGHT SERVICE GUARANTEE**

Trainpersons regularly set up in Freight Service who do not lay off on their own accord will be paid not less than the equivalent of 3000 miles at the through freight rate in any one month except that in the month of February the guarantee will not be less than 2800 miles at the

through freight rate. Crews regularly set up only part of month will be credited with such mileage at the rate of 100 miles for each day regularly set up. This will not be construed to mean that 3000 miles or 2800 miles, as the case may be, is a maximum mileage that Trainpersons will be permitted to make.

111.07 Unless otherwise mutually agreed, separate Spare boards for Yardpersons will be maintained at Thunder Bay, Winnipeg, Calgary and Coquitlam.

**111.08 YARD SPARE BOARD GUARANTEE**

- (1) Where Yard Spare boards are established, the number of employees to be maintained on a Spare board shall be regulated by the Company. When Spare boards are regulated in accordance with the foregoing, the Local Chairman will be advised of particulars should they so request.
- (2) An employee on a yard Spare board who is available for duty for the full pay period will be guaranteed for such pay period a monetary value of;

Effective	100%	95%
January 1, 2022	\$2,459.53	\$2,336.55
January 1, 2023	\$2,545.62	\$2,418.33

And subject to the following conditions:

- a) Except as provided in sub-section (b) of this Section (2), the guarantee will be reduced by one day's pay at the Yard Helper's daily rate each time an employee books sick or otherwise is not available for duty and additionally for each subsequent 24-hour period or major portion thereof commencing at the expiration of 24 hours after the time such employee first booked sick or otherwise made themselves unavailable for duty or for each call missed or for each occasion on which an employee books in excess of 10 hours rest.
 

**Note:** In respect of missed calls it is understood that the reduction in the guarantee will be applicable for each missed call except that the reduction will be limited to one missed call if an employee misses more than one call in the same starting time period, i.e. 0630 to 0800, 1430 to 1600 and 2230 to 2400, in the same day.
  - b) The reduction in the guarantee for any reason specified in sub-section (a) of this section (2) shall be the amount specified in sub-clause 111.04 (1) when such reductions are made in respect of a shift commencing at or between 2359 on Thursday and 1200 noon on Sunday.
  - c) An employee on a Yard Spare board who is subject to more than 1 reduction in the amount of the guarantee payable to them in a pay period, pursuant to the provisions of sub-section (a) of this Section (2) will not be entitled to any guarantee for such pay period.
- (3) An employee entitled to the guarantee under the provisions of sub-clause 111.08 (1) who is assigned to the Spare board for only a portion of a pay period will be paid their full

proportion of the guarantee prorated according to the number of days the employee was on the Spare board as related to the number of days in the pay period.

(4) In the calculation of guarantee payments provided for under the provisions of this clause, all compensation paid to the employee, including any payment made to them for service as a Fireperson (helper) in Passenger Service or as a Locomotive Engineer, will be used to make up the guarantee.

(5) Notwithstanding the current step rate provisions, every employee on a yard spare board who is available for duty for the full pay period will be paid a guarantee no less than two times the equivalent of the weekly training rate.

111.09 Any shift in Yard Service in excess of 10 straight time shifts worked by a spare Yardperson in a 14-day period will be paid for at time and one-half. It is recognized that the Company is entitled to have a spare Yardperson work 10 straight time shifts in Yard Service in a 14-day period. A spare Yardperson who has worked 10 straight time shifts in Yard Service in a 14-day period will remain on the Spare board, but will not be used in Yard Service during the remainder of that period if other spare Yardpersons are available. Fourteen-day periods for the purpose of this payment of Yard Spare board guarantee claims in this clause will coincide with existing pay periods. The provisions of this clause do not apply to employees on a Common Spare board.

111.10 Yardpersons Spare board will be called first-in first-out except as provided in sub-clauses 111.09 and 111.15 of this Article. If run around, through no failure on their part, a spare Yardperson will be paid for 3 hours and stand first out.

111.11 A Yardperson reduced will be notified and when reverting to the Spare board will do so immediately and take their turn on the board from the time of booking on.

111.12 A spare Yardperson called and afterwards cancelled or set back will be paid 3 hours at the pro rata rate and will stand first out. If cancelled after time ordered to commence duty, they will be paid 8 hours at the pro rata rate and will be liable for further service to the extent of a minimum day.

111.13 A spare Yardperson not available for call in their turn will be placed at foot of Spare board.

111.14 A spare Yardperson will be considered available for service unless leave of absence has been granted. In such cases they must notify the designated Company Officer in writing when they are again ready for service.

111.15 Nothing in this Agreement shall obligate the Company to work a spare Yardperson at overtime rate when there is a spare Yardperson who could work at pro rata rate.

111.16 Spare board guarantee claims must be submitted in CMA with the appropriate claim codes.

111.17 To ensure payment of Spare board guarantee claims for the current pay period on the next subsequent pay day, claims must be submitted not later than 48 hours from the close of the pay period.

**Example:** For the pay period ending at 2359 Thursday, January 22, 1998, employees would

be required to submit Guarantee Claims by 2359 Saturday, January 24, 1998 and guarantee payments would be processed and paid along with the employees' regular earnings on February 5, 1998.

111.18 The Company cannot assure payments as outlined above if employees' Spare board Guarantee Claims are not received within 48 hours of the close of the pay period for which the claim is being made.

111.19 The Company shall bear the additional costs associated with bi-weekly processing of Yardpersons' Spare board Guarantee Claims.

111.20 The Company reserves the right to review guarantees paid at a later date and to recover excess payments, which would not have occurred, but for the changes outlined above. The repayment schedule for recovery of such excess payments shall be arranged with the individual on a local basis and the repayment schedule must not extend over a greater number of pay periods than that during which the overpayment occurred

#### **YARD ASSIGNMENT GUARANTEE**

111.21 A regularly assigned Yardperson who does not lay off of their own accord will be paid not less than the number of days in the month, less the bulletined days off of the assignment and general holidays; or their proportion thereof when an assignment is created or discontinued. Overtime and allowances for specified holidays provided in clause 26.01 will not be applied against the guarantee. This will not apply to spare employees. The General Holidays referred to are those specified in clause 30.01.

111.22 An assignment will not be cancelled on a working day of that assignment and worked on the General Holiday to avoid payment of guarantee for the working day cancelled, except that by mutual agreement between the Representatives of the Company and the Representatives of the Yardpersons present practice will be continued respecting a shift immediately preceding the General Holiday being regarded as the General Holiday.

111.23 In the event a regular or regular relief job or assignment is abolished, schedule rules and practices will govern.



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**ARTICLE 112 - GUARANTEE – ROAD & YARD SERVICE (EAST APPLICATION)**

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Note: 2022 Kaplan Award; Formerly 2007 MOS, clause 1.11 and article 73 CTY East.

**ROAD AND COMMON SPARE BOARD GUARANTEE****TERRITORIES DECLARED FOR CONDUCTOR-ONLY OPERATION**

112.01 At locations where there is a single trainperson road freight spare board, or a common spare board, the guarantee specified in Clause 112.02 will apply to such spare board(s). It is understood that common spare board refers to one that provides *ad hoc* relief to both road freight and yard service.

At locations where there is a Brakeperson and a Conductor's spare board, the guarantee specified in Clause 112.02 shall only apply to the Brakeperson's spare board.

112.02 (1) Trainpersons with a seniority date on or before June 18th, 1990 ("protected trainpersons"), regularly set up on freight service road and common spare boards who do not lay off of their own accord, will be paid a guarantee of not less than 1,846 miles at the Required Brakeperson's through Freight Rate, biweekly for two consecutive weekly crew changes.

(2) Protected trainpersons regularly set up in freight road and common spare boards for only a part of any regular guarantee period will be credited with a prorated bi-weekly mileage guarantee at the rate of 132 miles for each day in the guarantee period regularly assigned to the spare board, at the Required Brakeperson's Through Freight Rate.

(3) For purposes of calculating guarantee chargeable miles, the following shall apply:

- chargeable miles as described in Article 74;
- for purposes of a tour of duty in yard service, chargeable miles shall be the earnings for such tour of duty divided by the Required Brakeperson's rate;
- for purposes of tours of duty in Expressway Service, chargeable miles as agreed to between the General Manager and the General Chairman;
- in the event of a new service, or another situation which has not been addressed, the General Chairman and the General Manager will meet to determine the appropriate chargeable miles.

(4) Arbitrary payments/miles that are not charged against monthly mileage shall not be used to off set an employee's bi-weekly guarantee payment.

**TERRITORY NOT DECLARED FOR CONDUCTOR ONLY OPERATION AND UNPROTECTED EMPLOYEES ON CONDUCTOR ONLY DECLARED TERRITORY**

112.03 (1) At locations where there is a single trainperson's road freight spare board, or a common spare board, the guarantee specified in Clause 112.04 will apply to such spare board. It is understood that common spare board refers to one that provides *ad hoc* relief to both road freight and yard service

- (2) At locations where there is a Brakeperson and a Conductor's road freight spare board, the guarantee specified in Clause 112.04 shall apply only to the Brakeperson's spare board

112.04 (1) Trainpersons with a seniority date after June 18th, 1990 ("unprotected trainpersons") on territory that has been declared conductor only, and all trainpersons on territory that has not been declared conductor only, who are set up on road freight service road and common spare boards and who do not lay off of their own accord, will be paid a biweekly guarantee of not less than the monetary equivalent of 1,846 miles at the Freight Service Brakeperson's Rate biweekly for two consecutive weekly crew changes.

- (2) Such trainpersons regularly set up in freight service road and common spare boards for only a part of any biweekly guarantee period will be credited with a prorated bi-weekly monetary guarantee equivalent to 132 miles at the Freight Service Brakeperson's Rate for each day in the biweekly guarantee period regularly assigned to the spare board.

- (3) In the calculation of guarantee payments provided for under the provisions of this Clause 112.04, all compensation paid to the employee, including any payment made to them for service as a fireman (helper) in passenger service or as a Locomotive Engineer, will be used to make up the guarantee.

#### **ROAD SPARE BOARD GUARANTEE REDUCTIONS**

112.05 (1) Trainpersons on road and common spare boards, entitled to the monetary guarantee specified in Clause 112.04, who are subject to the reduction specified in Clause 112.07, between the hours of 2359, Thursday, to 1200 Noon, Sunday, will have their guarantee reduced by the amount in Article 1 of this collective agreement.

- (2) Trainpersons entitled to the mileage guarantee specified at Clause 112.02, will have their guarantee reduced by 132 miles in similar circumstances as above.

112.06 (1) Trainpersons on road and common spare boards, entitled to the monetary guarantee specified in Clause 112.04, who are subject to the reduction as specified in Clause 112.07, between the hours of 1201 Sunday to 2358 Thursday, will have their guarantee reduced by one day's pay at the Brakepersons' through freight rate of pay.

- (2) Trainpersons entitled to the mileage guarantee specified in Clause 112.02, will have their guarantee reduced by 100 miles in similar circumstances as above.

112.07 The guarantee will be reduced under the following circumstances:

- (1) each time an employee books sick or otherwise is not available for duty, and an additional reduction will be made for each subsequent 24-hour period or major portion thereof commencing at the expiration of 24 hours after the time such employee first booked sick or otherwise made themselves unavailable for duty,
- (2) each occasion on which an employee books in excess of 12 hours rest and subsequently misses work as a result.

(3) The above conditions do not preclude the calling of an employee for duty after expiration of 8 hours rest, if no other spare employee is available for duty. However, in the event an employee is called and is not available for duty for any reason between the expiration of the eight (8) hour and the twelfth (12) hour, no reduction shall be made in their guarantee. In the application of this clause, no further reductions will be made should an employee miss further calls within the 8-hour period immediately following the missed call for which a reduction was made.

112.08 Trainpersons on road or common spare board who are subject to more than 1 reduction in the amount of the guarantee payable to him/her in any biweekly guarantee period shall not be entitled to any guarantee payment for such period. Time off on authorized Union business will not be counted as a reduction, but the Guarantee will be prorated to reflect time off.

112.09 Trainpersons shall not be entitled to claim spare board guarantee payments for periods within the pay period during which he/she has been held off for miles.

### **ROAD SPARE BOARD GUARANTEE CLAIM PROCESSING & PAYMENT**

112.10 Spare board guarantee claims must be submitted in CMA with the appropriate claim codes.

112.11 To ensure payment of Spare board guarantee claims for the current pay period on the next subsequent pay day, claims must be submitted not later than 48 hours from the close of the pay period.

**Example:** for the pay period ending at 2359 January 22, 1998, employees would be required to submit Guarantee Claims by 2359 Saturday, January 24, 1998 and guarantee payments would be processed and paid along with the employees' regular earnings on February 5, 1998.

112.12 The Company cannot assure payments as outlined above if employees' Spare Board Guarantee Claims are not received within 48 hours of the close of pay period for which the claim is being made.

112.13 The Company shall bear the additional costs associated with bi-weekly processing of Trainpersons' Spare Board Guarantee Claims.

112.14 The Company reserves the right to review guarantees paid under this proposal at a later date and to recover excess payments which would not have occurred but for the changes outlined above. The repayment schedule for recovery of such excess payments shall be arranged with the individual on a local basis and the repayment schedule must not extend over a greater number of pay periods than that during which the overpayment occurred.

112.15 (1) The November 19, 1992 letter in the collective agreement with respect to regulation of crews shall be null and void with the effective date of this agreement and the implementation of the expedited processing and bi-weekly payment of spare board guarantees.

(2) The Company shall regulate spare boards according to known and projected traffic offerings, reviewed weekly as at present in consultation with local Union representatives.

- (3) Arrangements may be made locally, by mutual agreement, to fill vacancies of less than 6 days, at outside points, by any qualified employee to avoid excessive travelling by spare employees.

112.16 Effective with implementation of the biweekly spare board guarantee, all guarantee payments will be calculated on a biweekly basis that coincides with two consecutive Weekly crew changes.

#### 112.17 **FREIGHT SERVICE GUARANTEE**

Trainpersons regularly set up in freight service will be paid for not less than 3,000 miles at through freight rates in any 1 month, except that in the month of February the guarantee will be not less than 2,800 miles at the through freight rate. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority commencing with the junior employees. Employees regularly set up, running only a part of a month, will be credited pro rata with such mileage for each working day within the portion of the month so set up.

#### **YARD SPARE BOARD GUARANTEE**

112.18 (1) Unless otherwise mutually agreed, separate spare boards for employees in yard service will be maintained at Montreal Terminals and Toronto.

(2) The separate yard helper and yard foreman spare boards now established at Montreal and Toronto will be maintained, subject to 90 days' notice from either party to the other, of their desire to terminate such spare board(s). The requirement for a 90-day notice may be waived by mutual agreement between the Manager of Yard Operations and the responsible Local Chairman.

(3) It is agreed that the yard foreman's spare board will remain in effect until an alternative procedure for filling yard foreman's vacancies at these locations has been negotiated.

112.19 Where yard spare boards are established, the number of employees to be maintained on a spare board shall be regulated by the Company. When spare boards are regulated in accordance with the foregoing, the Local Chairman will be advised of particulars, should he/she so request.

#### **WHERE SEPARATE YARD FOREMAN AND YARD HELPER SPAREBOARDS ARE MAINTAINED**

112.20 At locations where separate yard helper and yard foreman spare boards are maintained, the yard helper's spare board will be entitled to a bi-weekly guarantee.

112.21 Subject to the following conditions, an employee on a yard helper's spare board who is available for duty for the full bi-weekly pay period, will be guaranteed for such bi-weekly pay period, a monetary value of;

Effective	100%	95%
January 1, 2022	\$2,459.53	\$2,336.55
January 1, 2023	\$2,545.62	\$2,418.33

- (1) This monetary guarantee shall be subject to General Wage increases.
- (2) This guarantee shall be subject to reductions as specified in this Article, however, the guarantee reduction specified in sub-clause 112.25 (1) shall be at the yard helper's daily rate.
- (3) Notwithstanding the current step rate provisions, every employee on a yard spare board who is available for duty for the full pay period will be paid a guarantee no less than two times the equivalent of the weekly training rate.

**WHERE A SINGLE YARD SPARE BOARD IS MAINTAINED**

112.22 At locations where a single yardman spareboard is maintained, for purposes of filling yard helper and yard foreman positions, employees on such yardman spareboard will be entitled to a biweekly guarantee.

112.23 Subject to the following conditions, an employee on a yard spare board who is available for duty for the full bi-weekly pay period, will be guaranteed for such bi-weekly pay period, a monetary value of;

Effective	100%	95%
January 1, 2022	\$2,694.16	\$2,559.45
January 1, 2023	\$2,788.45	\$2,649.03

- (1) This monetary guarantee shall be subject to General Wage increases.
  - (2) This guarantee shall be subject to reductions as specified in this Article, however, the guarantee reduction specified in sub-clause 112.25 (1) shall be at the yard foreman's daily rate.
- 112.24 At locations where there is a single yard spare board, and where RCLS is in operation, an employee who has twice failed to successfully complete RCLS training shall not qualify for the guarantee specified in this Article, until such time as they do successfully complete RCLS training.

## YARD SPARE BOARD GUARANTEE REDUCTIONS

- 112.25 (1) Between 1201 Sunday and 2358 Thursday, the guarantee will be reduced by one day's pay at the applicable guarantee daily rate each time an employee books sick, or otherwise is not available for duty and additionally for each subsequent 24-hour period or major portion thereof commencing at the expiration of 24 hours after the time such employee first booked sick, or otherwise made him/herself unavailable for duty, or for each call missed, or for each occasion on which an employee books in excess of 10 hours rest.
- (2) In respect to reductions in the guarantee as a consequence of missed calls, it is understood that the reduction in the guarantee will be applicable to each missed call except that the reduction will be limited to one missed call if any employee misses more than one call in the same starting period, i.e. 0630 to 0800; 1430 to 1600; and 2230 to 2400, in the same day.
- 112.26 Between the hours of 2359 Thursday and 1200 noon on Sunday, the reduction in the guarantee for any reason specified in Clause 112.25, will be the amount noted in Article 1, instead of the reduction noted in sub-clauses 112.21 (2) and 112.23 (2) above.
- 112.27 An employee on a yard spare board who is subject to more than 1 reduction in the amount of the guarantee payable to him/her in a pay period, pursuant to this article, will not be entitled to any guarantee for such pay period. Time off on authorized Union business will not be counted as a reduction, but the guarantee will be prorated to reflect the time off.
- 112.28 An employee entitled to the guarantee who is assigned to the spare board for only a portion of a pay period will be paid his/her full proportion of the guarantee prorated according to the number of days the employee was on the spare board as related to the number of days in the pay period.
- 112.29 In the calculation of guarantee payments, all compensation paid to the employee, including any payment made to him/her for service as a fireman (Helper) in passenger service or as a Locomotive Engineer, will be used to make up the guarantee. Allowances paid pursuant to Clause 112.32 shall not be used in calculating an employee's bi-weekly guarantee payment.
- 112.30 (1) Yardpersons on a yard spare board will be called first in and first out, except as provided for in clauses 95.08 and 95.10.
- (2) If run around, through no failure on his/her part, a spare Yardperson will be paid for 3 hours and stand first out.
- 112.31 A spare Yardperson not available for call in his/her turn will be placed at the foot of the spare board.
- 112.32 On territory, or at terminals, where conductor only operations have not been declared pursuant to Article 67 of this collective agreement, an employee who is called from a yard spare board to provide relief in road service will be entitled to an allowance of \$45.00 for each such road service tour of duty. This allowance shall be in addition to all other earnings for that tour of duty, and shall not be included in the calculation of any guarantee payment to which that employee may be entitled.

## **YARD SPARE BOARD GUARANTEE CLAIM PROCESSING & PAYMENT**

112.33 Bi-weekly, fourteen (14) day periods for the purpose of the payment of yard spare board guarantee claims pursuant to the Article, will coincide with the existing pay periods.

112.34 To ensure payment of spare board guarantee claims for the current pay period on the next subsequent pay day, claims must be submitted not later than 48 hours from the close of the pay period.

**Example:** For the pay period ending at 2359 January 22, 1998, employees must submit Guarantee Claims by 2359 Saturday, January 24, 1998. This guarantee payment would be processed and paid, along with the employees' regular earnings, on February 5, 1998.

112.35 The Company cannot assure payments as outlined above if employee's Spare board Guarantee Claims are not received within 48 hours of the close of the pay period for which the claim is being made.

112.36 The Company shall bear the additional costs associated with bi-weekly processing of Yard Spare board Guarantee Claims.

### **112.37 YARD ASSIGNMENT GUARANTEE**

Regularly assigned Yardpersons, who do not lay off of their own accord, will be paid not less than the number of days in the month, less the bulletined days off of the assignment and General Holidays, or their portion thereof when an assignment is created or discontinued. Overtime and allowances for specified holidays provided in Article 30 will not be applied against the guarantee. This will not apply to spare employees.

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## **ARTICLE 113 - LOCOMOTIVE ENGINEER EXTRA BOARD**

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Note: Formerly Article 76 CTY West and East, 2007 MOS and 2018 MOS.

113.01 A Locomotive Engineer Extra Board (LEEB) will be established for the calling of qualified Locomotive Engineers, who are not working as such, under the following conditions:

- (1) Qualified employees not holding regular positions of Locomotive Engineer who desire to perform work on a single trip basis will indicate their desire to do so in writing at each general advertisement of assignment or immediately when they are no longer able to hold the position of Locomotive Engineer. They will be placed onto the LEEB, and they will take such work when called.
- (2) Employees on the LEEB will be called on a seniority basis consistent with Local Calling Rules for that Terminal.
- (3) A qualified Locomotive Engineer who is first out on the LEEB and not available for service when called will not be subject to a call as a Locomotive Engineer for 12 hours.

- (4) Miles earned when called from the LEEB are chargeable miles in the same manner as for any other trip for the purpose of calculating an individual's maximum monthly mileages and for any guarantee earnings but will not be added to Trainperson/Conductor's pools or Spare board for the purpose of regulating their size.
- (5) If the LEEB is exhausted and all other existing avenues of providing relief from the ranks of working Locomotive Engineers have also been exhausted, qualified Locomotive Engineers not working as such and who are not on the LEEB will be called in inverse order of seniority. In this instance, all miles earned by Trainpersons/Yardpersons working as an Engineer on a single trip basis will be added to the Trainperson's spare board miles for the purpose of regulating its size.
- (6) If it becomes necessary to withhold a qualified Locomotive Engineer not working as such from their regular position in order to protect work as a Locomotive Engineer for an *ad hoc* trip, they will be paid not less than the earnings they would have made on their regular position, whether or not they are used. Payments made under the provision of this clause will be used to make up any guarantee to which an employee may be entitled. Earnings, converted to miles, are chargeable for the purpose of calculating an individual's maximum monthly mileage.
- (7) Employees withheld from the working list in anticipation of being called later as a Locomotive Engineer may be so withheld when their regular turn presents itself for call, and they will be so advised. Employee(s) withheld in anticipation of being later called as a Locomotive Engineer are subject only to call for Locomotive Engineer work during the period they are so withheld. Should they be released without being called as a Locomotive Engineer they will immediately be advised. In instances when they have been withheld for greater than 18 hours and not called, when released the employee will have the ability to book up to 10 hours rest and will hold their turn if it is in.

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**ARTICLE 114 - TRAINPERSONS NATIONAL RESERVE BOARD**

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Note: Formerly Article 77 CTY West and East.

114.01 A National Reserve Board will be established to address periods of employee shortages on the CPR. The CPR Network Management Centre in Calgary, Alberta will manage this Board.

114.02 The National Reserve Board will be advertised at the discretion of the Company(s), such advertisement not necessarily coinciding with the General Advertisement of Assignments. The National Reserve Board advertisement(s) will not attempt to forecast locations of employee shortages.

114.03 (1) Active, furloughed and laid-off employees may apply to have their name placed on the National Reserve Board. There shall be no compensation or premium associated with having one's name on the Board.



- (2) Initial placement on the National Reserve Board will be based on date entered service as a running trades employee. Once on the National Reserve Board, employees will be called first in, first-out.
- 114.04 (1) National Reserve Board employees whose names appear on a Master seniority list at the temporary work location shall use that seniority date while at that location.
- (2) National Reserve Board employees whose names do not appear on a Master seniority list at the temporary work location will not have their names added to that seniority list and they will not establish seniority at the temporary location. In such cases, employee's names will be shown at the bottom of the working list for calling purposes only. When more than one employee is so placed on the working list at the temporary location, they shall be ranked according to their date of entry into service as a running trades employee.
- (3) In the event of more than one employee having the same seniority date, their relative seniority standing will be determined in the following manner, where records are available:
- date and time on which application for employment was made. If the same,
  - the local time at which they started work in the bargaining unit. If still the same,
  - by a drawing of names as arranged by the appropriate Company and TCRC Representatives.
- 114.05 National Reserve Board employees assigned to a temporary location shall be given an opportunity to take a maximum of six (6) consecutive days leave of absence each 31 day work period. Should they elect to visit their home location, travel will be provided by the Company. Travel to an alternate location shall be allowed so long as the cost thereof does not exceed the cost that would have been incurred travelling to the home location.
- 114.06 While every effort will be made to accommodate employees, the six (6) consecutive days leave of absence in each monthly work cycle will be scheduled at the Company's discretion.
- 114.07 Employees wishing to remove their names from the National Reserve Board between General Advertisement of Assignments must so advise the Network Management Centre before being called to a temporary location. Once called, employees must accept and complete the 31-day work cycle at the temporary location. Employees refusing a call to deploy to a temporary location will have their names removed from the National Reserve Board for the balance of the General Advertisement.
- 114.08 Employees on the National Reserve Board will be given at least 72 hours advance notice, prior to the time they are expected to depart their home location, when being deployed to a temporary location where employee shortages exist. Employees shall be allowed reasonable travel time to arrive at their new work location.
- 114.09 Active National Reserve Board employees will normally not be released to a temporary location. If a surplus of laid-off or furloughed employees exists at the home location, the Company will make every effort to release active National Reserve Board employees.

- 114.10 Air or land travel, whichever is the more expeditious, hotel or motel accommodation, and a \$50.00 per diem allowance will be provided by the Company. If necessary, arrangements may be made for advances on the \$50.00 per diem allowance. Transportation to and from work at the temporary location will not be provided.
- 114.11 Compensation for employees while assigned to a temporary location will be the greater of wages actually earned or a pro-rated guarantee based on the maximum monthly mileage at Brakeperson's Freight Service rate for the terminal from which deployed. Travel days will be included when pro-rating this guarantee.
- 114.12 National Reserve Board employees arriving at the temporary location will carry no chargeable mileage from other locations. Employees will establish a new mileage period based on the first day of work at the temporary location.
- 114.13 Depending on familiarity, employees may be required to make familiarization trips at the temporary location. In such cases, payment will consist of 1/24th of the monthly guarantee noted in clause 114.11 above for each calendar day that training occurs. Familiarization trips will not count towards monthly mileage.
- 114.14 Employees recalled to their home terminal will not be released from the temporary location until scheduled to take leave of absence provided for in Clause 114.05.

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**ARTICLE 115 - LOCAL RULES (WEST APPLICATION)**

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Note: Formerly Article 79 CTY West.

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

# LETTERS, AGREEMENTS & UNDERSTANDINGS

## LETTER RE: LOCAL RULES

December 5, 2007

Mr. D. Able  
General Chairman- Engineers West  
Teamsters Canada Rail Conference

Mr. D. Olson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference

Mr. T. Beaver  
General Chairman- Engineers East  
Teamsters Canada Rail Conference

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference

Dear Sir;

This refers to the Company letter dated September 9, 2006, in connection with the abolishment of local rules. The Company's intent is to review, simplify, document and standardize local rules.

In order to facilitate this in an orderly manner, the following process will take place:

- 1) The Local Chairmen and Local Managers at each location will provide all existing local rules, practices, agreements etc., as a single package to the appropriate General Chairman and to the Director of Labour Relations. This will include any verbal agreements which will be put into writing.
- 2) The General Chairman and Director, or their representatives, will review all local rules and will document those that they can agree to. In addition, the parties shall review and sign off on local rules specific to the respective terminals.
- 3) If there are issues with the local rules package, they will be returned to the Local Chairman and Local Manager to resolve the issue within 30 days. Issues not resolved locally will be escalated for resolution.
- 4) As part of this process, it is agreed that local rules without cancellation clauses will now be subject to a standard 30 day cancellation clause that can be triggered by either party.
- 5) Local rules that cannot be agreed upon, and that are seen as valuable by either party can be escalated to the Assistant Vice-President of Industrial Relations and the Vice-President, TCRC for review.
- 6) Any future local rules will not be recognized by the Company unless this process is followed and the local rules are appropriately documented.

7) Locations that presently have local rules that provide for rest beyond 24 hours will continue to maintain this rest provision for the duration of this agreement, except that if there is a concerted use of the local rest rule to initiate any type of illegal work action as determined by a third party, such as the Canada Industrial Relations Board. In such instances, the extended rest rule will be immediately cancelled at that location.

The Director, LR and the GCs will meet within 60 days of ratification to schedule meetings, which will commence within 30 days thereafter.

Yours truly,

J. Bairaktaris  
Director, Labour Relations

I Concur,

D. Able  
General Chairman, Engineers West

D. Genereux  
General Chairman, Trainmen East

T. Beaver  
General Chairman, Engineers East

D. Olson  
General Chairman, Trainmen West

**LETTER RE: KAWARTHA LAKES**

March 21, 2022

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kawartha Lakes Railway.

It was agreed to renew the Collective Agreement between Canadian Pacific Limited and the Teamsters Canada Rail Conference on behalf of the Trainpersons and Locomotive Engineers employed on the Havelock/Nephton Internal Short line (KLR).

The following amendments will apply effective January 1, 2022:

1. KLR Article 3 as amended establishing increases under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
2. KLR Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement; Memorandum of Settlement dated March 21, 2022.
3. KLR Article 25.1 will be amended to reflect renewed for a period of two years commencing January 1, 2022.

Note: Retroactive payments to active employees will be made within 30 calendar days following the effective date of the agreement.

If you are agreeable with the foregoing, could you please indicate your concurrence below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Wayne Apsey  
General Chairman  
TCRC East CTY

Ed Mogus  
General Chairman  
TCRC East LE

## LETTER RE: SUBDIVISION RUNTIMES

December 8, 2012

Mr. B. Brunet  
General Chairman – Engineers East  
Teamsters Canada Rail Conference  
695 CH Avila, Suite 23  
Piedmont, QC  
J0R 1R3

Mr. B. Hiller  
General Chairman – Trainmen East  
Teamsters Canada Rail Conference  
309-136 Aspen Springs Drive  
Bowmanville, ON  
L1C 0H2

Mr. D. Able  
General Chairman – Engineers West  
Teamsters Canada Rail Conference  
101-10820 24th Street SE  
Calgary, AB

Mr. D. Olson  
General Chairman – Trainmen West  
Teamsters Canada Rail Conference  
101-10820 24th Street SE  
Calgary, AB

Re: Subdivision Runtimes

Dear Sirs:

This pertains to our discussions during the recent round of collective bargaining regarding subdivision runtimes and in resolve of CROA 4102.

The parties agree that the appended subdivision runtimes will be applied by the Company. These run times are intended to provide employees with the minimum hours requirements in order to be given a call for duty on a given subdivision.

These run times are applicable to Straightaway Service calls from original terminal to objective terminal. Calls in Turn Service will be governed by the collective agreement. Employees called in TCS will not run around crews with the same, or greater than, hours remaining on their maximum hours clock.

Any deviation from these run times due to planned / long-term outages will establish a minimum of ten (10) hours for all affected subdivisions. In such circumstances, these changes will be advertised via bulletin and VRU. Local management will notify the applicable Local Chairmen of the change, and LR will notify the applicable General Chairmen of any such changes.

Short term outages or short term operational issues which affect subdivision runtimes, will not necessitate a change to the run times listed below.

With respect to Assigned Service, the minimum requirement is eight (8) hours. With respect to short turns, employees will be called on a first in/ first out basis and these run times have no application.

The appended run times, short turns, and assignments will be applied on a trial basis for a period of 60 days, after which time the parties will meet to review. A subsequent review will follow at the 6 month period. Any changes made to these run times must be agreed upon by both parties.

Subdivision	Runtime
ROBERTS BANK - Cascade (East)	8
ROBERTS BANK - Cascade (West)	8
COQUITLAM - Cascade (East)	8
COQUITLAM - Cascade (West)	8
THOMPSON - East	8
THOMPSON - West	8
SHUSWAP – East	8
SHUSWAP - West	8
MOUNTAIN - East	8.5
MOUNTAIN- West	8.5
REVELSTOKE COAL POOL - East	7
REVELSTOKE COAL POOL - West	7
WINDERMERE - North	8
WINDERMERE - South	8
CRANBROOK – East	8.5
CRANBROOK – West	8.5
CROWSNEST – East	8
CROWSNEST - West	8
LAGGAN - East	8.5
LAGGAN - West	9
MACLEOD/ALDERSYDE - North	9
MACLEOD/ALDERSYDE - South	9
TABER – East	8
TABER - West	8
BROOKS – East	8.5
BROOKS - West	9
RED DEER – North	8
RED DEER – South	8
LEDUC – North	8
LEDUC - South	8
WETASKIWIN – East	9
WETASKIWIN – West	9
HARDISTY – East	9.5
HARDISTY – West	9.5
MAPLE CREEK – East	7
MAPLE CREEK - West	7
SWIFT CURRENT - East	7
SWIFT CURRENT - West	7
SUTHERLAND – REGINA – East	9
SUTHERLAND – REGINA – West	9
SUTHERLAND – WILKIE – East	8.5
SUTHERLAND – WILKIE - West	8.5
SUTHERLAND –WYNYARD – East	8
SUTH –WYNYARD - West	8
INDIAN HEAD - East	7.5
INDIAN HEAD – West	7.5
BREDENBURY - East	9

BREDENBURY – West	9
WYNYARD - East	8.5
WYNYARD - West	8.5
WEYBURN – North	9
WEYBURN – South	9
MINNEDOSA – East	8
MINNEDOSA – West	8
BROADVIEW- East	6
BROADVIEW - West	6
ESTEVAN - East	10
ESTEVAN - West	10
CARBERRY- East	7
CARBERRY - West	7
EMERSON – North	7
EMERSON - South	7
KEEWATIN - East	7
KEEWATIN - West	7
IGNACE- East	6
IGNACE - West	6
KAMINISTIQUIA- East	7
KAMINISTIQUIA - West	7
NIPIGON- East	7
NIPIGON - West	7
HERON BAY- East	7
HERON BAY - West	7
WHITE RIVER - East	7
WHITE RIVER - West	7
NEMEGOS - East	7
NEMEGOS – West	7
PARRY SOUND – North	8
PARRY SOUND - South	8
MACTIER – North	9
MACTIER - South	9
BELLEVILLE - East	9
BELLEVILLE - West	9
GALT – East	9
GALT - West	9
HAM/BUFF/NFALLS – North	9
HAM/BUFF/NFALLS – South	9
HAMILTON – East	9
SOUTH POOL (2BTO) – North	9
SOUTH POOL (2BTO) – South	9
WINCHESTER- East	7.5
WINCHESTER – West	7.5
WINDSOR – East	8
WINDSOR – West	8
LACOLLE – North	8
LACOLLE - South	8



For the Company:

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Mark Rickerby  
General Manager, Operations

John Bairaktaris  
General Manager, Operations

Dave Freeborn  
Director, Labour Relations

Mark Thompson  
Manager, Labour Relations

For the Union:

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Benoit Brunet  
General Chairman – Engineers East

Dave Able  
General Chairman – Engineers West

Bruce Hiller  
General Chairman – Trainmen East

Dave Olson  
General Chairman – Trainmen West

**LETTER RE: EMPLOYEES ASSIGNED OR FORCED TO OUTPOST TERMINALS**

MONTREAL, August 26, 1982 Files: T/W 82, T/E 82

J. T. Sparrow

Messrs. J. B. Chabot

J. P. Kelsall

R. J. Shepp

L. A. Hill

One of the items submitted by the BLE & UTU to the Company during the contract negotiations reads as follows:

Accommodations:

Employees assigned or forced to outpost terminals will be provided with meals and lodging expenses or the Company may elect to provide transportation or an allowance in lieu thereof.

During the course of our discussions it was acknowledged by the General Chairmen that arrangements have been made on a local basis to provide accommodation under certain circumstances when Trainpersons and Locomotive Engineers were required to work at an outpost station of the main home terminal. They allege, however, that they have experienced difficulty in some areas in securing similar arrangements, even to the extent in some cases that agreed to arrangements have been discontinued.

We have agreed with the General Chairmen that this matter can continue to be more properly handled on a local basis. Will you please, therefore, advise your local Officers accordingly.

While it is expected that the local Officers of the Union and the Company will be able to reach mutual agreement on such matters, any complaints which arise may be referred by the General Chairman to the General Manager.

(Sgd.) J. T. Sparrow

Manager, Labour Relations

cc: Messrs. B. Marcolini

P. P. Burke

**LETTER RE: USE OF PERSONAL VEHICLE**

MONTREAL, April 18, 1988

Mr. J.R. Austin  
General Chairperson  
United Transportation Union  
695 Markham Road  
Suite 6  
Scarborough, Ontario  
M1H 2A5

Mr. W.M. Jessop  
General Chairperson  
United Transportation Union  
403-630 -- 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Gentlemen:

This has reference to the negotiations relating to your demand that employees forced to outpost terminals be permitted to drive their automobiles to and from their homes.

Although the Company reserves the right to make the final determination as to whether an employee should be permitted to use their personal vehicle to drive to outpost terminals, we agreed that certain circumstances could warrant such use. In instances where other available means of transportation were not available or practicable, the Company would be prepared to give consideration to the use of a personal automobile by the employee if so requested.

We did agree, however, that at the time of call to deadhead to an outpost terminal, the employee should be told not only the time and place to report but also the means to travel there.

Yours truly,

(Sgd.) L.A. Clarke  
Manager, Labour Relations

**LETTER RE: CAB COMMITTEE**

December 5, 2007

Mr. D. Able  
General Chairman- Engineers West  
Teamsters Canada Rail Conference

Mr. D. Olson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference

Mr. T. Beaver  
General Chairman- Engineers East  
Teamsters Canada Rail Conference

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference

Dear Sirs,

This is in regards to our discussions during bargaining pertaining to a cab committee. It was confirmed that a Locomotive Cab Committee presently exists and consists of one Union representative from each General Committee as well as Company representatives.

The Committee provides a forum for Train Crews to discuss items of mutual benefit and concerns dealing with the design, maintenance, and operation of Locomotive Cabs.

It is the intention of the Union and Company to continue with this Cab Committee with meetings to be arranged as required, with the minimum of once per year unless otherwise mutually agreed.

Yours truly,

J. Bairaktaris  
Director, Labour Relations

I Concur,

D. Able  
General Chairman, Engineers West

D. Genereux  
General Chairman, Trainmen East

T. Beaver  
General Chairman, Engineers East

D. Olson  
General Chairman, Trainmen West

**LETTER RE: INITIAL TIME WHEN TRANSPORTED TO AWAY FROM HOME TERMINAL (AFHT)**

March 21, 2003

Mr. L.O. Schillaci  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 306 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.A. Warren  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 32 – 695 Markham Rd.  
Scarborough ON M1H2A5

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Dear Sirs,

This has reference to our recent discussions concerning payment for initial time for employees who have performed switching at their initial terminal, and who are subsequently transported to the objective terminal without having passed the outer main track switch at said initial terminal.

It was agreed that in such circumstances, employees would be paid initial time and premium payments for Conductor-only initial terminal switching (CT claim) where applicable. Initial time shall be calculated from the time the employees were required to report for duty until the crew is relieved of responsibility for their train.

If this accurately reflects our conversations, please indicate by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

L.O. Schillaci  
General Chairman (UTU-West)

D. C. Curtis  
General Chairman (BLE-West)

D.A. Warren  
General Chairman (UTU-East)

R.S. McKenna  
General Chairman (BLE-East)

**LETTER RE: INTERPRETATION OF CLAUSE 48.09 (LE EAST APPLICATION)**

November 22, 1985

Mr. L.F. Berini  
General Chairman,  
Brotherhood of Locomotive  
Engineers  
Suite 203  
7403 MacLeod Trail S.W  
Calgary, Alberta  
T2H 0L8

Mr. G. Wynne  
General Chairman,  
Brotherhood of Locomotive  
Engineers  
1396 St. Catherine St. W.  
Room 216  
Montreal, Quebec  
H3G 1P9

Dear Sirs:

This has reference to the application of the revision of Clause 48.09(4) (formerly Article 3(d) (I) and Clause 3.03(3) (formerly 3(c) (3) as contained in the Memorandum of Agreement signed today.

It was agreed that any of the cars referred to in the fourth sentence, i.e. cars containing perishables or stock, rush cars or bad order cars, may be set off within a terminal enroute to the destination yard regardless of whether other cars will be or have been set off in that terminal without invoking the penalty provisions of this Clause 48.09.

If the foregoing meets with your concurrence, please so indicate in the space provided below.

Yours truly,

R.J. Pelland  
(for) Manager, Labour Relations

I concur:

I concur:

L.F. Berini

G. Wynne

**LETTER RE: OFF-MAINLINE/CONDUCTOR ONLY PREMIUM PAYMENT ENROUTE (EC)**

March 21, 2003

Mr. L.O. Schillaci  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 306 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.A. Warren  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 32 – 695 Markham Rd.  
Scarborough ON M1H2A5

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

RE: Off - Mainline / Conductor Only premium payment Enroute (EC)

Dear Sirs:

This is in regards to our conversations in Calgary pertaining to the eligibility of freight service Conductor- only crews to be able to collect payments for running off the mainline and for switching at an enroute location.

At issue was whether or not the collective agreement contemplated duplicate payment in circumstances where a Conductor-only crew performed switching enroute at a location more than one mile off the main track.

Based on discussions, it was resolved that in such circumstances, crews are entitled to claim both payments: an OM claim for running off main line and an EC claim for enroute Conductor-only switching. It was affirmed, however, that where the OM claim can be made for all time or miles off the mainline, the EC claim can only be made for time actually switching with a minimum payment of one hour.

If this accurately reflects our conversations, please indicate by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

L.O. Schillaci  
General Chairman (UTU-West)

D. C. Curtis  
General Chairman (BLE-West)

D.A. Warren  
General Chairman (UTU-East)

R.S. McKenna  
General Chairman (BLE-East)



## LETTER RE: CREW CALLING – CMA & MTPL

(Note: All references to CCROU are now replaced with TCRC.)

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON

Mr. L. O. Schillaci  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
404-630 8th Avenue S.W.  
Calgary, AB T2P 1G6  
K2P 1P1

Mr. D. C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB

Mr. D. A. Warren  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
695 Markham Road, Suite 32  
Scarborough, ON M1H 2A5  
T2J 6A5

Dear General Chairmen:

During this round of negotiations you raised a number of concerns regarding train line-ups and crew calling.

Train line-ups have been a subject of discussion for several rounds of negotiations. Your ongoing concerns regarding the consistency and accuracy of line-ups were noted and the Company provided assurances that continuing efforts at improvement would be undertaken. We are committed to correcting this problem and concerted efforts at improvement will be made. Accordingly, the Company will arrange a follow-up meeting between senior officers of the CCROU and the Company. Possible topics for that meeting include:

1. Status of MTP line-up information
2. Discussion on the MTP "Scorecard"
3. Action Plan for Improvement/Resolution
4. Determination of date for follow-up meeting
5. The effective operation of the joint CMA Committee

Of course, any additional line-up concerns that you may have would be addressed also. Crew calling was also discussed and while your proposal that CMA be put on hold cannot be agreed to, your comments were valuable. In order to assuage your concerns the Company agreed that:

1. Agendas for CMA Committee meetings will be issued at least 14 days in advance of the meetings. The Council will be kept abreast of any changes in implementation scheduling.
2. The Company is committed to ongoing communication. Efforts will be made to have a debriefing

within 30 days following implementation at the local level.

3. Local Chairmen, provided they have the appropriate equipment, will be given access to CMA from their homes. (Costs under review)

I trust that these measures adequately address the concerns raised.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson

Mr. T. G. Hucker

## LETTER RE: LINE UPS

December 5, 2007

Mr. D. Able  
General Chairman- Engineers West  
Teamsters Canada Rail Conference

Mr. D. Olson  
General Chairman- Trainmen West  
Teamsters Canada Rail Conference

Mr. T. Beaver  
General Chairman- Engineers East  
Teamsters Canada Rail Conference

Mr. D. Genereux  
General Chairman- Trainmen East  
Teamsters Canada Rail Conference

Dear Sir;

This refers to concerns raised during negotiations regarding the accuracy of train lineups and the impact it has on crews. This is an issue that has been the subject of discussion during several rounds of negotiations. While improvements to train lineups have been made at certain locations, concerns remain at others.

Accordingly, it was viewed that a different approach should be tried in addressing this subject. It was therefore agreed that the issues may be better addressed through the creation of a separate subcommittee of the CMA committee, operating under the CMA committee guidelines. It was further recognized that the creation of this subcommittee may by its very nature impact the number of CMA committee meetings.

During the closed period, this subcommittee will review and identify specific processes that might assist in developing metrics for crew lineups, enabling the presentation of reports to the Company and Union. Additionally, the subcommittee may identify other issues such as 10 hour violations or extensive held away that arise during the review and attempt to identify causal connections. This information will be assessed and reviewed and raised to the Company and the General Chairmen.

Recognizing the sensitivity of the issue of lineups, upon being established, the subcommittee will meet quarterly during its first year. Thereafter, the meeting frequency will be determined by the AVP Operations and the General Chairmen based upon input from the subcommittee members.

To facilitate the assessment, within 12 months of ratification, the Company undertakes to establish metrics to measure the accuracy of crew lineups, similar to those metrics previously established for train lineups. The metrics and information gathered through this process will be distributed to the General Chairmen, while Local Chairman shall receive information specific to their respective terminals.

Yours truly,

J. Bairaktaris  
Director, Labour Relations

I Concur,

D. Able  
General Chairman, Engineers West

D. Genereux  
General Chairman, Trainmen East

T. Beaver  
General Chairman, Engineers East

D. Olson  
General Chairman, Trainmen West

**LETTER RE: CALLING SPARE BOARD EMPLOYEES AFTER 8 HOURS REST**

(Note: All references to CCROU are now replaced with TCRC.)

March 21, 2003

Mr. L.O. Schillaci  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 306 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.A Warren  
General Chairman  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 32 – 695 Markham Road  
Scarborough ON M1H2A5

RE: Calling Spare board employees after 8 hours rest

Dear Sirs:

This letter pertains to our recent discussions and understanding regarding the application of sub-clauses 111.04(3) (West) and 112.07 (1), (2), (3) (East) in the Consolidated Collective Agreement pertaining to the calling of spare board employees after 8 hours on rest in circumstances where the Company is short of crews.

It was agreed that under this article, the Company can call spare board employees on rest after 8 hours of rest to determine if the employees would be willing to break their rest. The Company acknowledged, however, that such employees are not required to break their rest.

If this accurately reflects our conversations, please indicate by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

L.O. Schillaci  
General Chairman (UTU-West)

D.A. Warren  
General Chairman (UTU-East)

## **LETTER RE: TERMS OF REFERENCE – CMA COMMITTEE**

4 Union Representatives of the TCRC will be appointed to the Committee by the respective General Chairmen;

1 from each craft, per General Committee;

Representation from the USW will also be on the CMA Committee.

Lost wages and normal expenses will be allowed for Committee members, while undertaking committee work;

The Company will appoint the necessary number of Company Reps as required;

The parties will meet at pre-determined locations at least once every 12 months. Additional meetings may be arranged as deemed necessary by the Committee.

Agenda's will be produced at least 30 days prior to a properly scheduled meeting unless matters needing immediate attention arise within the 30 days;

The scope of the duties will be as follows;

Initial point of contact for CMC/CMA issues and/or changes

Committee members will jointly work through issues or problems in a proactive manner

Committee members will bring issues forward in a timely manner and will receive a response from a Company or Company appointed committee member within a reasonable period of days. Likewise, takeaway items given to any Unionized representative will be followed up and reported back to the CMA committee within a reasonable period of time. This will not replace the formal grievance procedure of the respective collective agreements.

Committee members will have the ability to seek clarification from the appropriate source on issues pertaining to CMA/ CMC and the mechanisms present therein

The CMA committee is not intended to "negotiate" resolves to disputes unless vested with the authority to do so by the General Chairmen and VP Transportation ;

Before progressing matters or any perceived outstanding matters to the General Chairmen, issues will be discussed beforehand with the entire committee.

The General Chairmen and the VP Transportation will receive minutes from all committee meetings. The General Chairmen and the VP Transportation will review the effectiveness of the Committee on an annual basis and provide any recommendations for changes or modifications to the committee if required.

## LETTER RE: CALCULATION OF THE ANNUAL VACATION FLATLINE

(Note: Article references now refer to Article 29.)

Wayne Apsey  
General Chair –CTY East  
5334-361 Queen St  
Smiths Falls, ON  
K7A 0A6

John Campbell  
General Chair – LE East  
381 Queen Street  
Peterborough, ON  
K9H 3J7

Dave Fulton  
General Chair – CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Greg Edwards  
General Chair – LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

April 10, 2017

RE: Calculation of the Annual Vacation Flatline

Dear Sirs,

It is agreed that the application of your respective Collective Agreements CTY Article 67 and LE Article 17, Letter Re: Annual Vacation Allotment, Letter Re: Annual Vacation dated November 13, 2004, and Appendix 13 of the 2007 MOS with respect to the calculation of the Annual Vacation Flatline is further clarified as follows, on a go forward basis:

- **Local Chairmen** vacation weeks shall be excluded from the flatline calculation.
- **Preretirement** vacation weeks shall be excluded from the flatline calculation.
- **Weeks A, B, C, and Z** shall be excluded from the flatline calculation.
- **Prime Time** vacation weeks that include the last week of June up to and including the first week of September shall not be used to reduce the flatline and will be over and above the established flatline.
- **Employees on off status**, for any reason, shall be considered as follows:
  - *Known Return to Work Date*: Will be included in the flatline calculation and allowed to bid their vacation as such.
  - *Unknown Return to Work Date*: Will be excluded from the flatline calculation.

Signed this the 10<sup>th</sup> day of, April 2017.

Dave Pezzaniti  
Manager, Labour Relations

I Concur:

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Greg Edwards  
General Chairman, TCRC LE West  
West

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John Campbell  
General Chairman, TCRC LE East

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Dave Fulton  
General Chairman, TCRC CTY

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Wayne Apsey  
General Chairman, TCRC CTY East



**LETTER RE: CALCULATION OF THE ANNUAL VACATION FLATLINE – ANNUAL VACATION MATRIX**

Wayne Apsey  
General Chair – CTY East  
5334-361 Queen St  
Smiths Falls, ON  
K7A 0A6

John Campbell  
General Chair – LE East  
381 Queen Street  
Peterborough, ON  
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101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Greg Edwards  
General Chair – LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

April 10, 2017

RE: Calculation of the Annual Vacation Flatline

Dear Sirs,

This has reference to our discussion today.

It is agreed that the application of the Annual Vacation Matrix in your respective Collective Agreements under the *November 13, 2004 Letter RE: Annual Vacation – Days Worked or Available*, was treated as voluntary until 2015 despite the plain language of the Collective Agreements. The Company will revert to the past practice on a go forward basis and treat this language as voluntary for the purposes of allowing employees with a choice to either take their entire AV allotment at a reduced rate or have their AV entitlement reduced according to the matrix.

The Company retains its right to cease this past practice and revert to the plain language of the Collective Agreements by providing notice of such during collective bargaining.

Signed this the 10<sup>th</sup> day of, April 2017.

Dave Pezzaniti  
Manager, Labour Relations

I Concur:

\_\_\_\_\_  
Greg Edwards  
General Chairman, TCRC LE West

\_\_\_\_\_  
John Campbell  
General Chairman, TCRC LE East

\_\_\_\_\_  
Dave Fulton  
General Chairman, TCRC CTY West

\_\_\_\_\_  
Wayne Apsey  
General Chairman, TCRC CTY East

**LETTER RE: RUNAROUND AT AWAY FROM HOME TERMINAL (AFHT)**

March 21, 2003

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 306 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
Suite 32 – 695 Markham Rd.  
Scarborough ON M1H2A5

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

RE: Run-around at Away-from-home-terminal (AFHT)

Dear Sirs,

This refers to our discussions this week on the issue of runaround claims at the away from home terminal (AFHT).

Specifically, we addressed the matter of an employee having worked to the AFHT in straightaway service, now in the bunkhouse and off rest, but not yet available for duty. Meanwhile, another employee in straightaway service takes an "off and on" during this interim period.

As an example, the employee in the bunkhouse has come off rest at 0400, having been called for 0530. The inbound employee arrives at the AFHT at 0500 and doubles back out at 0515.

Given that technically, the inbound employee should be subject to a standard call at the AFHT, the parties agree that, in the above-described circumstances, the employees in the bunkhouse was entitled to the call and therefore is entitled to payment for runaround.

If this accurately reflects our conversations, please indicate by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

L.O. Schillaci  
General Chairperson (UTU-West)

D. C. Curtis  
General Chairman (BLE-West)

D.A. Warren  
General Chairperson (UTU-East)

R.S. McKenna  
General Chairman (BLE-East)

## LETTER RE: SAFETY AND HEALTH MATTERS, FORMERLY APPENDIX B-54

TORONTO, August 31, 1992

Mr. L. O. Schillaci  
General Chairperson  
United Transportation Union  
404 – 630 – 8th Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Mr. J. R. Austin  
General Chairperson  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario  
M1H 2A5

Dear Sirs:

This has reference to the UTU demands served in the negotiations on Safety and Health matters and the discussions we held on this issue. It has been agreed that the demands would be resolved in the following way.

Health and Safety has been and continues to be, an important consideration in all activities of railway operations. In this regard, the Company and the Unions established Health & Safety Committees decades before they were mandated by law. Furthermore, the rights of employees are fully protected in keeping with the provisions of Part II of the Canada Labour Code. Notwithstanding the fact that Health & Safety committees are mandated with certain authorities with respect to local safety and health issues, we do recognize that some of the issues are broader in scope than individual workplaces and, accordingly, we agreed during negotiations to establish a System Health & Safety Committee to be composed of representatives of the Company and of each union representing CP Rail employees. The general role of the committee would be to review health and safety issues of a general nature and, where appropriate, recommend establishment of specific practices and procedures. More specifically, the following aspects would fall within the ambit of the committee:

- health and safety matters that, by their nature, go beyond the scope of individual health and safety committees at the workshop level;
- review of health and safety training;
- review of proposed changes to Company safety regulations and documentation;
- review of Company's policy on light-duty employment;
- proposed measures to improve safety awareness;
- any other matters of a system-wide nature.

The committee would be composed of an equal number of representatives from the Company and from the Union, actual numbers to be determined. The chairmanship of the committee would rotate between a Company representative and Union representative at six month intervals. The committee would meet once every six months or more often if either party deemed additional meetings necessary.

It is proposed that an initial organizational meeting occur within three months of the ratification of the Memorandum of Settlement.

If you concur with the foregoing, will you please so indicate in the space provided.

Yours truly,

(Sgd.) R. Colquhoun  
Manager, Labour Relations

I CONCUR:

(Sgd.) J. R. Austin  
General Chairperson

(Sgd.) L. O. Schillaci  
General Chairperson

## TURNAROUND COMBINATION SERVICE QUESTIONS & ANSWERS

Effective June 11, 2010 the below question and answers are provided to clarify the application of Turnaround Combination Service.

Q1 What is Turnaround Combination Service (TCS)?

A1 This service is a 12 hour continuous tour of duty that protects operating requirements at the Away From Home Terminal (AFHT).

### **Type of service**

Q2 Does TCS replace Turnaround Service?

A2 No, it is an additional option, which may be used.

Q3 What is the difference between straightaway, turnaround and turnaround combination service?

A3 These are 3 individual forms of service that can be used depending on the operational requirements:

- Straightaway service permits an unassigned freight crew to work and/or deadhead from a home terminal or an AFHT to an objective terminal at which time, once released from duty, the crew would go off duty.
- Turnaround service permits an unassigned freight crew to be called from a terminal to a point that is less than 100 miles from the initial terminal and return to the initial terminal within a continuous tour of duty. Or to be called to make more than one short trip and turnaround out of the same terminal. (Formerly CTY West clause 12.02, CTY East clause 15.02, LE West clause 2.04, and LE East clause 3.07.)
- Turnaround Combination Service permits an unassigned freight crew to be called from the home terminal to the away from home terminal and return to the home terminal within a continuous tour of duty. The AFHT is considered as a stop en-route.

### **Clause 1 (10) reads:**

*“Locomotive Engineer and/or Trainperson will not be called in turnaround combination service when objective terminal or turnaround point is short of the away from home terminal.”*

Q4 Can a TCS crew be called to other than AFHT?

A4 No, the agreement only provides for the use of this service between the home terminal and the away from home terminal and back to the home terminal. Also, such crews must be called out of the home terminal.

Q5 If an employee must be called out of the Home terminal to the AFHT and return to the Home terminal does that mean that the initial and final terminal is the home terminal?

A5 Yes, the AFHT becomes an enroute location for crews ordered in TCS.

Q6 If the home terminal is both the initial and final terminal then what is the AFHT?

A6 The AFHT is considered as a stop en route as provided for within Clause 1(9).

- Q7 Can a crew be called in TCS out of the home terminal if the AFHT is less than 100 miles from the home terminal?  
A7 Yes, TCS can be used between home and away from home terminals regardless of distance.
- Q8 When can a crew be called in TCS?  
A8 Anytime there is insufficient manpower at the AFHT to protect the operating requirements giving consideration to rest, MTOD, enroute crew's availability, etc.
- Q9 Can I call a crew in TCS to protect a work train at the AFHT?  
A9 Not unless the work train is planned to operate from the AFHT to the Home terminal and can do so within the required 12 hours on duty.
- Q10 Can a TCS crew be ordered to provide relief to a yard or road switcher assignment?  
A10 No.
- Q11 Can a crew that is called in TCS service be deadhead on a freight train?  
A11 No, they must be deadheaded on other than a freight train, i.e. taxi, bus, passenger train, etc.
- Q12 Can a TCS crew be planned to operate a train to an intermediate point between the HT and the AFHT in either direction?  
A12 No.
- Q13 What is the difference between planned and unplanned?  
A13 The train that the TCS crew is protecting must be planned to operate across the entire subdivision and must not be planned to be set off at an intermediate point short of the AFHT or home terminal.
- Q14 What if the TCS crew does not have sufficient time to make it into the home terminal to complete the tour of duty within 12 hours?  
A14 It is acceptable to change off or tie down a TCS crew when the remaining time on a normal tour of duty will not allow the crew to complete their tour of duty within 12 hours and the crew will be compensated as provided for within Clause 1(9).
- Q15 What is a normal tour of duty?  
A15 A normal tour of duty is a tour of duty where the TCS crew completes their tour of duty within 12 hours.
- Q16 What are unforeseen circumstances?  
A16 An incident or event that impedes the train so as that the crew is unable to complete their tour of duty within 12 hours. Unforeseen circumstances do not however include poor planning.
- Q17 Are there any unforeseen circumstances that could allow the crew to complete their tour of duty within 12 hours?  
A17 Yes, however the remedy to the unforeseen circumstances would have to be rectified in a timely manner to allow the crew to be able to complete their tour of duty within 12 hours.

Q18 Is it acceptable to change off or tie down a TCS crew to ensure they are returned to the home terminal within their 12 hours.

A18 Yes

Q19 Can a TCS crew be used to take a train to an intermediate or junction point and then complete the working portion of the trip by deadheading to the home terminal or the AFHT?

A19 No. If there are not sufficient crews available at the AFHT to handle a train planned to operate to an intermediate point, then the Company must ensure sufficient crews are in place at the AFHT. The crew will then be called in either straightaway or turnaround service. This may require the Company to order a crew in straightaway service to deadhead to the AFHT sufficiently in advance of the operating requirements. This will allow for any rest that may be booked and still protect the order time of the train that is planned to proceed to an intermediate point.

Q20 Can a TCS crew be called to run long in ECCP limits?

A20 No, unless agreement with the Union is secured, this is answered within Q & A 17 of the ECCP language found within Article 7.

Q17 Can a crew be called to run long in TCS?

A17 First it is important to note that no changes have been made to the TCS work rule and that a crew in TCS must be called to the away from home terminal. They cannot be called to beyond the AFHT to facilitate running long. Prior to implementation, feasibility of using a TCS crew to run long will be determined on a local basis.

Q21 Is a crew considered to be run long in ECCP limits if the change off location is past the OMTS but inside the yard limits?

A21 Yes.

Q22 Can a TCS crew be called to run short of the home terminal if changed off within ECCP limits?

A22 Yes and the crew will be paid under the fixed mileage method of pay for the working portion of their tour of duty.

Q23 Will information about running long be included when straight away crews are being asked to protect trains under the TCS rule?

A23 If planned at the time, crews will be informed as per Article 7.

Q24 Can a TCS crew be called to deadhead to the AFHT, switch out the yard, and be deadheaded home?

A24 No.

### **Changing type of service and cancelling a TCS crew**

Q25 Can a TCS crew be cancelled **enroute to the AFHT?**

A25 No, a TCS crew is in continuous service from the time they depart the home terminal. However, their type of service may be changed to either straightaway or turnaround service due to unforeseen circumstances.



- Q26 If a crew ordered in TCS is enroute deadheading to the AFHT and it is necessary to change their type of service to Turnaround service, how will they be compensated?
- A26 When a call is changed to turnaround service the Locomotive Engineer and Trainperson will be considered released from duty at the location and will be paid a straightaway trip to that location. The Company will provide or arrange transportation back to the home terminal.
- Q27 Can the TCS crew that had their call changed to turnaround service, due to impassible road conditions, while enroute to the AFHT be returned to the home terminal and placed on a train to straightaway deadhead to the AFHT?
- Q27 No.
- Q28 Can the TCS crew that had their call changed to straightaway service, due to impassible road conditions, while enroute to the AFHT be placed on a train to complete their straightaway trip to the AFHT?
- A28 Yes, however the crew is no longer in TCS and must be in and off duty within 10 hours from the original order time.
- Q29 Can a TCS crew be **cancelled at the AFHT**?
- A29 No, the AFHT is an en route location for a TCS crew. Therefore the crew must contact the RTC when they arrive at the AFHT. At that time they are to be advised if they will be taking a train, held for a subsequent train, or provided they are not first out, placed in the pool at the AFHT as provided:

"A crew called in turnaround combination service who deadheads to the away-from-home terminal and who are not first out upon arrival will be advised by the RTC if held in TCS service for a subsequent train. Should that crew not be so held, their call will be changed to straightaway service and they will be paid accordingly. The crew will be released and placed in the pool at the away-from-home terminal in their proper order at which time rest may be booked."

- Q30 Can a crew that was ordered in Turnaround Combination Service have their call changed to straightaway service at the AFHT?
- A30 Yes, if unforeseen circumstances arise as provided for:

"Will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS as provided for in the TCS Article) and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided for within the TCS Articles."

- Q31 Can a TCS crew have their services changed to turnaround service at the AFHT?  
A31 No, once a TCS crew arrives at the AFHT they have reached their turn location. At that point the only option is to change the type of service to straightaway service or leave the crew in TCS as provided for:

“A crew called in TCS **who works to the AFHT** and does not stand first out at the time deadheading would commence, will have their call changed to straightaway service and will be paid accordingly. The crew will then be placed in the pool at the away from home terminal in their proper order at which time they may book rest. Under such circumstance and depending on operating requirements, it may be appropriate to deadhead the first out crew to the home terminal.

A crew called in TCS **who deadheads to the AFHT** and who are not first out upon arrival will be advised by the RTC if held in TCS service for a subsequent train. Should that crew not be so held, their call will be changed to straightaway service and they will be paid accordingly. The crew will be released and placed in the pool at the AFHT in their proper order at which time rest may be booked.”

- Q32 When changing a crew’s type of service due to an unforeseen circumstance that was not known at the time of the call, the collective agreement provides some examples of what an unforeseen circumstance might be. These examples are an accident, a locomotive failure, a washout, snow blockage, or where line is blocked. Are there additional circumstances that would be considered as unforeseen?  
A32 Yes, the key is that to be considered as unforeseen it must be an event or incident that could not reasonably have been known at the time of the call. It would not however, include poor planning.

#### **Asking crews to protect operating requirements at the AFHT**

- Q33 A RTC calls a straightaway crew enroute, to determine if they will protect a return movement at the away from home terminal. Information provided to the crew includes their estimated time of arrival at the away from home terminal, the anticipated type of train, expected work at the AFHT and / or enroute, an estimated order time at the AFHT and an estimated time of arrival for the train they are on. What is the nature of the information that has to be provided to the crew with respect to the anticipated type of train?  
A33 Crews subject to a request to protect at the AFHT must be advised whether the train or trains they are being asked to protect are a work train, a bulk train, a fast freight (expedited) train, or a non-expedited train that normally performs work. As an example:

There are three trains arriving the AFHT, the train the crew is on is planned to arrive at 0430, there is a bulk train expected to be ordered for 0500 with no work, a non-expedited train to be ordered for 0530 with a pick up at the initial terminal plus 2 set offs en-route, and a fast freight to be ordered at 0600 with no work. The RTC must ask the crew for protection of each individual train separately for which TCS is contemplated.

- Q34 Is there any requirement to provide the crew with an actual train number or symbol?  
A34 No.

- Q35 When asked to protect the operating requirements at the AFHT what must the crew advise the RTC?
- A35 In responding, the crew shall notify the RTC if rest will be required upon arrival at the away from home terminal.
- Q36 If a crew is protecting operating requirements at the AFHT can this notification be changed?
- A36 Notification shall not be changed unless necessitated by unforeseen circumstances unknown at the time questioned, that may delay the normal progression of the employee's train or the train being connected with by more than two hours, as per Article 1(3).
- Q37 What if the crew was asked to protect a train and advised that it appears as though a clear run should be possible and then they are requested to do a minimal amount of work, such as lifting arepaired bad order or rush car from a customers spur. Can the crews be expected to do this work?
- A37 When a crew is asked to protect a train they must make a decision concerning their need to have rest or return home on one of the trains they have been asked to protect. However, if the crew was only asked to protect a fast freight with no work then it would not be acceptable to request a crew to perform work after they were advised they would not have work. The only exception would be if an unexpected situation occurred that was not known at the time the crew was asked to protect the train, such as a mechanical failure, marshalling violation, set off a bad order or to assist a disabled train.
- Q38 Regarding the interpretation of work enroute, are locomotive moves considered work or not? Consider the situation in which we ask a crew to protect and indicate that there's no work. Subsequently, the crew is told to set off power at station "A" and the RTE states that this constitutes work and he was promised no work.
- A38 Locomotive moves are definitely considered to be work in the sense that the RTC should be giving advance notice of expected or known moves. These moves have long been referred to as Power Swaps. The Company has a responsibility to inform the crew about any work they will be expected to do, including power moves (lifts, set-offs, robotizing, de-robotizing).
- Q39 What if the crew is required to make an emergent set-off due to a train having unit failure?
- A39 In this case, there would have been no way for the RTC or Corridor Team to know in advance that the crew would have to make such a set-off. It would be unreasonable for the crew to expect advance notice of something that was not expected or "knowable".
- Q40 While being asked to protect a train from the away from home terminal a straightaway crew is advised of their projected time of arrival at the away from home terminal. Is the time given the OMTS or the time off duty?
- A40 As the time of arrival is generally given by the RTC who does not control terminal operations, information provided will be with respect to arrival at the OMTS.

Q41 A crew enroute to the AFHT is asked if they will protect a bulk train at 0400. The train drops back to a 0630 arrival time. When is the train crew to be advised that their ordering time will be delayed?  
A41 Unless the train was put to order for 0600 or earlier the crew would have to be advised of the new expected arrival time and would at that time be able to book rest. The crew shall be notified as soon as it becomes evident that the train's normal progression has been delayed beyond the 2 hour window as provided for in Article 4. Therefore, if the crew is already on duty, or called for duty before the train drops back then they would not be able to book rest. If the crew has not been called they would be informed that the train had fallen back and permitted to book rest.

Q42 In the above, if the crew decides to book rest, from what point is rest booked, their off duty time or the time they are advised that the train has dropped back?

A42 Crews may book up to 8 hours rest at the AFHT which is booked from their off duty time.

Q43 A crew is enroute to an AFHT when the RTC asks them to protect a train for TCS purposes. When asked if they will protect at the AFHT both members of the crew indicate that they will require rest. Must the crew advise the amount of rest that they will require so as to facilitate operational planning (such as possibly hold a train until the crew becomes available as opposed to ordering a TCS crew?)

A43 No, for TCS purposes the crew only needs to advise if they require rest not how much rest will be taken. This is different from the rest provisions where the crew is exercising their ability to be in and off in ten hours as provided for:

*"Employees desiring rest en route will give their notice within the first 5 hours on duty to the RTC or other designated Company employee. Notice will include the amount of rest required, 8 hours considered maximum at other than home terminal, except in extreme cases."*

#### **Q & A's on First in / First out at the AFHT**

Q44 If an employee is ordered in TCS and deadheads to the AFHT is he allowed to book rest upon arrival.

A44 No, an employee who remains in TCS at the AFHT may not book rest unless released from TCS at which time they may book rest.

Q45 Can a TCS crew run around a straightaway crew(s) at the AFHT?

A45 No, unless the crew(s) being ran around was/were asked to protect the operating requirements at the AFHT and would not commit.

Q46 A straightaway crew is called enroute and asked to protect, what is their status if the locomotive Engineer indicates a willingness and the conductor is non-committal?

A46 The entire crew must make a commitment to protect. Anything less will be considered as a negative response and the running around of said crew by a TCS crew will not result in any form of penalty payment.

- Q47 A crew enroute to an AFHT is asked if they will protect operating requirements at the AFHT. What information must be provided to allow the crew to make an informed decision? The circumstance is such that a bulk train running ahead of the fast freight is projected to be covered by a straightaway crew that will be coming off rest at the away from home terminal. Everything develops as intended but the fast freight scoops the bulk train prior to arriving at the away from home terminal. Who takes the first train out (fast freight), the crew that was asked enroute to protect or the crew that came off rest at the away from home terminal?
- A47 Since the operating requirements were protected at the AFHT and a TCS was not ordered, first in first out principles apply.
- Q48 A crew is ordered in TCS with working service preceding deadheading. The crew is delayed enroute and as a consequence a straightaway crew becomes available at the AFHT prior to the arrival of the TCS crew. Which crew deadheads home?
- A48 In such circumstances, the TCS crew must be placed into the unassigned freight pool at the AFHT. The straightaway crew standing available in the pool may or may not be deadheaded home depending on manpower requirements at the AFHT as provided for:
- “A crew called in turnaround combination service who works to the away from home terminal and does not stand first out at the time deadheading would commence, will have their call changed to straightaway service and will be paid accordingly. The crew will then be placed in the pool at the away from home terminal in their proper order at which time they may book rest. Under such circumstances and depending on operating requirements, it may be appropriate to deadhead the first out crew to the home terminal.”
- Q49 A crew is ordered in TCS to deadhead to the away from home terminal, when the crew arrives they are not first out. Can I place the TCS crew on a train and run around the first out crew.
- A49 No, unless the first out crew available at the AFHT has declined to protect the operating requirements for the anticipated type of train. These applicable articles read as follows:
- “A crew called in turnaround combination service who deadheads to the away from home terminal and who are not first out upon arrival will be advised by the RTC if held in TCS service for a subsequent train. Should that crew not be so held, their call will be changed to straightaway service and they will be paid accordingly. The crew will be released and placed in the pool at the AFHT in their proper order at which time rest may be booked.”
- Q50 Since there is no requirement for a crew to advise the RTC how much rest will be taken at the AFHT what happens if the crew declines to protect operating requirements, then takes minimal or no rest at the AFHT, and becomes available for service prior to the arrival of the TCS crew?
- A50 In this situation the crew declined the opportunity to protect the operating requirements at the AFHT; therefore the available crew that declined the opportunity may be ran around by the TCS crew without a penalty payment.
- Q51 If a crew becomes available at the AFHT prior to the arrival of a TCS crew and they were not asked to protect operating requirements at the AFHT can I still use the TCS crew first?
- A51 No, the First in/First out provisions of the collective must be applied in all cases except when a crew declines the opportunity to protect the operating requirements.

- Q52 What if I have only one crew member available at the AFHT when the TCS crew arrives?
- A52 If a crew is asked to protect operating requirements at the AFHT and one says yes and one says no then you may TCS around both crew members with the TCS crew. However, if a single crew member is available at the AFHT, and was not asked to protect that anticipated type of train the TCS crew will be placed on, then you cannot runaround the one available crew member with the TCS crew.
- Q53 Based on the above how would a train be ordered with only one okay crew member that was not asked to protect the operating requirements?
- A53 In this situation there are two options:
- i) Call the first out okay crew member to deadhead home, place the TCS crew on the train, and then call the other single crew member that was on rest to deadhead or work home after he or she becomes available.
  - ii) Place the TCS crew in the pool at the AFHT as they were not first out upon arrival, at which time they may book rest, which may result in the operating requirements at the AFHT not being protected.
- Q54 If a crew is off rest but not able to protect the train order time, due to the requirements for a standard call, can the TCS crew be used?
- A54 No, however, in this case it has been agreed that the March 21, 2003 letter Re: Runarounds at Away from home terminal (AFHT) would apply.
- Q55 What time will be applied to determine if a TCS crew stands first out at the away from home terminal?
- A55 If it's a TCS crew working to the Away from home terminal their status will be determined when deadheading commences (i.e. when they are set to enter the mode of transportation for the return trip home). A TCS crew that's deadheading to the away from home terminal will have their turn based on the arrival time at the station.
- Q56 If a TCS crew arrives at the AFHT 10 minutes before a straightaway crew arrives can the TCS crew be considered as first out and placed on any train?
- A56 Yes.
- Q57 A crew is deadheaded to the AFHT in TCS to protect the operating requirements account insufficient crews available at the AFHT. When the crew is ordered it is believed they will be handling a train home immediately upon arrival. A straightaway crew arrives at the away from home terminal subsequent to the TCS crew but prior to the TCS crew's departure, and in doing so, in advance of the arrival of the train that the TCS is meant to protect. Can the straightaway crew remain available for duty, take the train in question and force the TCS crew to the bottom of the away from home pool or does the TCS crew remain with the train they are intended to protect?
- A57 No, the TCS crew would remain with the train they were planned to protect as they would be first out in this instance.

- Q58 A conductor only crew is contacted enroute and asked if they will protect a train at the AFHT. The conductor indicates a desire to book rest and the locomotive engineer indicates that he will remain available. Not having a commitment from both employees a TCS crew is ordered. When the straightaway crew arrives at the AFHT the locomotive engineer stays okay and the conductor books rest. The TCS crew takes the train in question, is the locomotive engineer entitled to any form of penalty payment for being runaround when available for duty?
- A58 No, under these circumstances the locomotive engineer and the conductor must both commit to being available as a crew when asked by the RTC as provided for:
- “If a crew will not commit when so requested by the RTC, another crew will be ordered in TCS and the provisions of first in and first out shall not apply.”
- Q59 Two straightaway crews are enroute to the away from home terminal by train. The RTC or designated supervisor calls both crews to determine if they will protect operating requirements at the AFHT. The Conductor on the first crew will remain available while the Locomotive Engineer will not. The second crew advises that the Locomotive Engineer will remain okay and the Conductor intends to book rest. Under such circumstance can employees be realigned at the away from home terminal?
- A59 Yes, this is the proper method of handling crews first in/first out at the AFHT and was not changed by the implementation of TCS.
- Q60 A crew works into the away from home terminal by train. They were not called enroute to protect a return movement and on arrival at the away from home terminal the conductor elects to book rest while the locomotive engineer decides to remain available. Sometime later and while the conductor is still on rest, a TCS crew arrives at the away from home terminal by train with the intent of returning home deadhead to complete the TCS tour of duty. Can the locomotive engineer on the TCS crew be deadhead home or is s/he placed into the away from home freight pool because of the straightaway locomotive engineer being available for duty?
- A60 As the straightaway crew was not called enroute and requested to protect a return movement, the conductor’s booking rest has no impact on the availability of the locomotive engineer. Hence the TCS crew should be placed into the pool and may book rest.
- Q61 A straightaway crew is working to the away from home terminal and upon arrival is provided with a call to work a train back to the home terminal. A crew ordered in TCS from the home terminal behind the straightaway crew works a train into the away from home terminal and arrives at said location after the straightaway crew has been called but prior to their coming on duty. Can the TCS crew commence the deadhead portion of their tour of duty without affecting or being effected by the straightaway crew that has been called for service?
- A61 Yes, the TCS crew remains in continuous service and the straightaway crew is no longer available for a call. However, if the straightaway crew was not called for duty prior to the TCS crew’s arrival at the away from home terminal, the TCS crew would be placed into the pool. Depending on manpower requirements, the straightaway crew may or may not be required to deadhead home.

- Q62 A straightaway crew happens to arrive and go off duty at the away from home terminal just in advance of a TCS crew's arrival at the same location. The straightaway crew has not been asked to protect and they elect not to book rest. Can the straightaway crew take less than a standard call for the first train out of the away from home terminal (no other straightaway crews available) or must they be available to accept a standard call?
- A62 Yes, in this circumstance a straightaway crew can take less than a standard call as there are no other straightaway crews at the AFHT and the TCS crew commences the working portion of the trip immediately upon arrival.
- Q63 A straightaway crew enroute is called to protect a train at the away from home terminal. Provided information on only one train, the crew elects to decline the opportunity to protect. Can more than one TCS crew operate in and around the straightaway crew without causing a penalty payment?
- A63 No, in an effort to eliminate the need to deadhead and avoid penalty payment, the straightaway crew should be asked to protect each potential opportunity in the anticipated order of train operation.
- Q64 Two straightaway crews are enroute to the away from home terminal by train. The RTC or designated supervisor calls both crews to determine if they will protect any of 4 trains out of the away from home terminal. The Conductor on the first crew will remain okay while the Locomotive Engineer will not. The second crew advises that they will both remain okay. The OM orders 3 crews in TCS. How will the trains be called at the AFHT?
- A64 There are 3 possible situations that may occur depending upon when the TCS crews arrive at the AFHT which are:

1. The 1<sup>st</sup> S/A crew arrives the AFHT at 0500 – Cndr OK Engr 8 hrs rest

The 2<sup>nd</sup> S/A crew arrives the AFHT at 0530 – Cndr OK Engr OK

The 3 TCS crews arrive the AFHT at 0545 all 3 TCS crews must be placed in the pool and may book rest because they are not first out at the time of arrival.

The 1<sup>st</sup> S/A Cndr is called to work with the 2<sup>nd</sup> S/A Engr on the fast freight for 0600

The remaining trains may not be ordered if the TCS crews book rest.

2. The 1<sup>st</sup> S/A crew arrives the AFHT at 0500 – Cndr OK Engr 8 hrs rest and Cndr ordered to D/H home immediately upon arrival (may use the taxi that the TCS crews will arrive in).

The 2<sup>nd</sup> S/A crew arrives the AFHT at 0530 – Cndr OK Engr OK and they are called for a fast freight for 0600

The 3 TCS crews arrive the AFHT at 0545 all commence working service upon arrival and are placed on the next three trains at 0615, 0645 and 0700.

The 1<sup>st</sup> S/A Engr who booked rest is provided a D/H home at 1500 on a train or taxi if available.



3. The 3 TCS crews arrive the AFHT at 0430 all commence working service upon arrival

The 1<sup>st</sup> S/A crew arrives the AFHT at 0500 – Cndr OK Engr 8 hrs rest

The 2<sup>nd</sup> S/A crew arrives the AFHT at 0530 – Cndr OK Engr OK The 1<sup>st</sup> TCS crew is placed on a fast freight that arrives at 0445

The 2<sup>nd</sup> TCS crew is placed on a bulk train that arrived ahead of the fast freight for 0500

The 1<sup>st</sup> S/A Cndr is called to work with the 2<sup>nd</sup> S/A Engr on another fast freight for 0615

The 3<sup>rd</sup> TCS crew (who commenced work at 0430 and was held for a subsequent train) is placed on a bulk train with work that arrives at 0600 but was scheduled to leave behind the fast freight arriving at 0615

The 2<sup>nd</sup> S/A Cndr and the 1<sup>st</sup> S/A Engr are called to work at 1500 on a bulk train

### **Switching when in TCS**

Q65 If an employee is ordered in Turnaround Combination Service and deadheads to the away from home terminal, is he allowed to switch at the AFHT?

A65 Yes, the AFHT is considered a stop enroute location.

Q66 A crew called to work to the AFHT and deadhead home in TCS service, is required to perform switching upon arrival at the AFHT. Switching restrictions are in accordance with the conductor only agreement under stops enroute and payment will be for all time occupied with a minimum of one hour. How will the crew be paid if they complete their work and upon commencing the deadhead portion of their trip determine that they are not first out and must take a position in the AFHT freight pool?

A66 Such crews will be paid as though they were called in straightaway service with time at the turnaround point considered as final time.

Q67 Does a TCS crew have any restrictions on the work they can perform either at the initial terminal, en-route, or at the final terminal?

A67 If the TCS crew is a Conductor only crew then restrictions as provided for under the Conductor only agreement would apply. However, the TCS crew must have sufficient time within their 12 hours to deadhead to either the AFHT or the home terminal, perform the required switching, and operate the train to the other terminal.

### **Miscellaneous Q & A's**

Q68 Can a Required Brakeperson be called in TCS if the remainder of the crew is called in straightaway?

A68 No

Q69 Can an employee be called in TCS if a need develops to replace another unassigned freight employee at the AFHT under unique circumstances?

A69 This can be done in special circumstances when an employee books sick or is otherwise unavailable (for reasons other than rest) at the AFHT. This can also be done to protect an operating requirement which normally only requires a signal crew member such as a Sperry Car.

- Q70 Can a crew in TCS stop for a meal while deadheading?  
A70 Not while deadheading, however, a crew in TCS remains in a continuous tour of duty from the time the crew departs the Home terminal to the time the crew arrives back at the Home terminal. The AFHT is considered an en route location. The applicable Articles state:

*“Crews who will encounter delays of forty minutes en route due to operating conditions including track blockage, track maintenance work, and meets, etc. will be so advised and be given an opportunity to obtain food, provided eating facilities are readily available and there is no additional delay to the train.*

*The purpose of this clause is to meet the legitimate needs of the employees who require an opportunity to obtain supplementary food while recognizing the need to handle traffic expeditiously.”*

- Q71 A crew consisting of a conductor, a brakeman and a locomotive engineer are enroute to the away from home terminal. The RTC asks if they will protect a train to be operated conductor-only? The locomotive engineer and brakeman indicate that they will protect while the conductor states that he requires rest. May the RTC elect to promote the brakeman at the away from home terminal and operate the train with the brakeman and locomotive engineer?

A71 Yes, this ability was available prior to the implementation of TCS and it remains in effect today.

- Q72 A train is operated to the away from home terminal in conductor only territory. An unrequired Brakeperson is on board because of a need to protect a required position on the return trip. The crew is contacted by the RTC or designated supervisor while enroute to determine if they will protect the train in question. The locomotive engineer and conductor agree to remain available but the Brakeperson advised that he or she will be taking rest. Does the Brake person’s failure to commit availability at the away from home terminal effect the entire crew and by doing so eliminate any form of penalty payment for the remaining crew members should they be runaround by a TCS crew?

A72 Yes, the entire crew must make the commitment to protect in this instance because the return trip requires a Brakeperson. Note that this example involved an unrequired Brakeperson who was to be required for the trip home. Being unrequired in both directions would not impact the status of the conductor and locomotive engineer as the Brakeperson could be left behind while on rest at the away from home terminal.

- Q73 Is it permissible to call more than one TCS crew to be transported to the away from home terminal in the same vehicle in order to reduce taxi costs?

A73 Yes, however consideration should be given to the likelihood of all crews returning to the home terminal within 12 hours. The deadhead TCS penalty payment for exceeding twelve hours and the cost of relief enroute can result in the inefficient use of resources.

- Q74 What is the penalty payment for a TCS crew that does not make it home within the required 12 hours?

A74 “Every effort must be made to have employees off duty at the home terminal within 12 hours of reporting for duty. Should the employee(s) not be in and off duty within 12 hours, all deadheading shall be paid for on the basis of 12 ½ miles per hour (and overtime earned if any) at the through freight rate for the actual time occupied, but not less than 8 hours.

**LETTER RE: LOCOMOTIVE VOICE / VIDEO RECORDING (“LVVR”)**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
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Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Gentlemen,

The following reflects our discussion on inward facing Locomotive Voice and Video Recording (LVVR) technology surrounding Transport Canada’s Legislation passed into Law by the Government of Canada that will go into effect 0001 September 2, 2022.

The following are interim provisions that will apply up to and including 23:59 September 1, 2022:

1. CP and the TCRC have come to understand that although the technology is available for LVVR, the use of recordings is a difficult balance between the safety of the operation and personal privacy as well as working conditions in the locomotive cab.
2. Internal LVVR recordings can only be used at the request of the Transportation Safety Board for the purpose of incident/accident investigation.
3. The review of LVVR footage or recordings by any other agency or individual is prohibited save and except for the employee of CP who is required to retrieve the footage for the Transportation Safety Board. The LVVR recording cannot be reviewed by CP except as provided by law.

The foregoing provisions remain in effect until 2359 September 1, 2022, thereafter, the use of LVVR will be in compliance with the Railway Safety Act Locomotive Video Recorder Regulations as amended.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

## LETTER RE: TERMINALLY ILL EMPLOYEES

May 1, 2015

Mr. Doug Finnon  
Vice President  
TCRC

Mr. Greg Edwards  
General Charman  
TCRC – LE West

Mr. Dave Fulton  
General Chairman  
TCRC – CTY West

Mr. Benoit Brunet  
General Chairperson  
TCRC – LE East

Mr. Bruce Hiller  
General Chairperson  
TCRC – CTY East

Re: Agreement between Canadian Pacific and Teamsters Canada Rail Conference Running Trades Employees for Terminally Ill Employees

As you know, Arbitrator Kaplan issued an award on December 19, 2012 which included changes to the pension entitlements of terminally ill employees, with the details to be worked out by the parties. Subsequent mediation/arbitration resolved a dispute over such details on November 19, 2014. This letter presents the terms of our agreement on this matter. If you concur with the terms as presented, please sign this letter in the space below and return to me.

1. Employees eligible for early retirement with an unreduced pension

Employees eligible for early retirement with an unreduced pension who are expected not to live more than one year would be granted Company consent to retire, and would have an additional retirement option of the commuted value of their retirement pension as outlined below:

Eligibility:

- a) CP employee in a position represented by TCRC, and
- b) Eligible for Company consent to retire early with an immediate unreduced pension option (age 55 or over, at least 25 years pensionable service, and age plus service total at least 85 years), or age 65, and
- c) Diagnosed to be terminally ill with a life expectancy of one year or less-the Chief Medical Officer (CMO), or their designate, must agree with the terminally ill designation and life expectancy of one year or less.

Benefit:

- a) The employee is granted the Company's consent to early retirement with an unreduced pension.

- b) In addition to the pension options normally available at retirement, the employee will have the additional option to receive the commuted value of the immediate unreduced pension, reflecting the employee's actual marital status with 50% continuance to the spouse if the employee has a spouse, and using the same mortality assumptions as would be used in a regular termination or retirement commuted value calculation. If the employee has a spouse, a waiver from the spouse would be required for the commuted value option.
  - c) The employee and his/her spouse will continue to be eligible for all group benefits that are available to active employees until the date the employee dies, but not past the date the member turns age 65. After that time, the surviving spouse is entitled to the same post-retirement benefits that would be available to the surviving spouse of a retired employee.
2. Employee with at least 10 years of pensionable service, but not eligible for early retirement with an unreduced pension.

Employees with at least 10 years of pensionable service, but not eligible for early retirement with an unreduced pension, and who are expected not to live more than one year, would be eligible to retire with a disability pension. In addition to the options generally available to a disability retirement, they would have an additional retirement option of the commuted value of their disability pension, as outlined below:

Eligibility:

- a) CP employee in a position represented by TCRC, and
- b) At least 10 years of pensionable service but not eligible for Company consent for early retirement with an unreduced pension, and
- c) Diagnosed to be terminally ill with a life expectancy of one year or less-the Chief Medical Officer (CMO), or their designate, must agree with the terminally ill designation and life expectancy of one year or less.

Benefit:

- a) The employee qualifies for an immediate unreduced disability pension.
- b) In addition to the pension options normally available at disability retirement, the employee will have the additional option to receive the commuted value of the immediate, unreduced pension. The commuted value would be based on standard mortality (normal life expectancy) and reflecting the employee's actual marital status with 50% continuance to the spouse if the employee has a spouse. If the employee has a spouse, a waiver from the spouse would be required for the commuted value option.
- c) In all cases, the commuted value will be equal to or greater than the commuted value to which the member would have been entitled in a regular termination or retirement commuted value calculation.

- d) The employee and his/her spouse will continue to be eligible for all group benefits that are available to active employees until the date the employee dies, but not past the date the member turns age 65. After that time, the surviving spouse is entitled to the same post-retirement benefits that would be available to the surviving spouse of a retired employee.

3. Employees with less than 10 years of pensionable service

Employees with less than 10 years of pensionable service who are expected not to live more than one year would be permitted to cease membership in the pension plan and receive the termination benefits from the plan without having to terminate employment, as outlined below:

Eligibility:

- a) CP employee in a position represented by TCRC, and
- b) Less than 10 years of pensionable service, and
- c) Diagnosed to be terminally ill with a life expectancy of one year or less-the Chief Medical Officer (CMO), or their designate, must agree with the terminally ill designation.

Benefit:

- a) The employee must cease to be an active member in the pension plan, and may elect to receive the commuted value of the accrued pension payable at age 65, calculated using the same assumptions and methods as would be used in a regular termination commuted value calculation.
- b) The employee and his/her spouse will continue to be eligible for all group benefits that are available to active employees until the date the employee dies, but not past the date the member turns age 65.

Sincerely,

Myron Becker  
Assistant Vice President, Labour Relations

CC: Peter Edwards  
John Derry  
Kathie Brown

Mr. Doug Finnon  
Vice President

Mr. Greg Edwards  
General Chairman

Mr. Dave Fulton  
General Chairman

Mr. Benoit Brunet  
General Chairperson

Mr. Bruce Hiller  
General Chairperson

## LETTER RE: COMMUNICATION, RCLS QUALIFICATION & SCHEDULING OF UTILITY ASSIGNMENTS

December 5, 2007

Mr. D. Genereux  
General Chair- Trainmen East  
Teamsters Canada Rail Conference

Mr. D. Olson  
General Chair- Trainmen West  
Teamsters Canada Rail Conference

Dear Sirs,

This refers to our discussions pertaining to the new provision for Yard Utility positions agreed upon during this round of negotiations. As part of those discussions, concerns were raised regarding the safety of Yard Utility persons working in the yard and intercrew communication as well as with RCLS qualification requirements. Additionally, discussions took place concerning the scheduling of Utility assignments.

In order to address these issues, the following was agreed:

(1) The General Operating Instructions would be updated to ensure that appropriate inter crew communications would occur between Yard Utility employees, other train crews and appropriate Company officers, to provide for the safe work activities of Yard Utility employee.

(2) Although it was understood that Utility employees in RCLS yards may be required by the Company to be RCLS qualified to bid the position, it was agreed that current non-RCLS qualified Utility employees at RCLS locations would not be required to become RCLS qualified for a period of three years from the date of ratification during which time RCLS training would be made available to such employees. Current incumbents and future successful candidates bidding on the positions not already RCLS qualified would be provided with such training. It was also recognized that the requirement for RCLS qualification may be waived in Return to Work accommodations.

(3) In regards to the application of language pertaining to starting times, the following was agreed: where one or two yard utility crew(s) are regularly employed, the provisions of articles Trainmen West 47.06 and Trainmen East 47.01 (6) would apply; where three yard utility crews are regularly employed, the provisions of articles Trainmen West 47.03 and Trainmen East 47.01(3) would apply.

If this accurately reflects our conversations, please so indicate by signing below.

Sincerely,

J. Bairaktaris  
Director, Labour Relations

I Concur,

Mr. D. Genereux  
General Chair- Trainmen East

Mr. D. Olson  
General Chair- Trainmen West



## LETTER RE: MANAGEMENT UNION MEETINGS

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter is further to the parties discussions regarding the value of union and management meetings. The parties agree:

- a) Quarterly management/union meetings with Senior Vice-Presidents Operations (East and West), or Vice-President Operations designee, Labour Relations and the respective General Chairmen. Meetings will be limited to 14 items; 7 from the company and 7 from the union. The Parties agree to exchange proposed agenda items 2 weeks in advance. Minutes will be sent out after the meeting to be approved by the parties.
- b) Every 2 months management union meetings with General Managers Operations and General Chairmen to discuss outstanding grievances. The union agrees to exchange proposed agenda items 1 week in advance. Minutes will be sent out after the meeting to be approved by the parties.
- c) Monthly management union meetings with Superintendent Operations and Local Chairmen. The parties agree to exchange proposed agenda items, including terminal assignments, 1 week in advance. Minutes will be sent out after the meeting to be approved by the parties.

It is understood that any adjustments or establishment of terminal assignments must comply with the Collective Agreement.

- d) Where agenda items are not exchanged as outlined above, the meeting will proceed on the agenda items that have been advanced.
- e) In the application of paragraph C, the Superintendent Meeting will be held on the day of the monthly union division meeting unless an alternative date is mutually agreed upon. Local Union Officers who are in attendance for the duration of this meeting will be compensated with a 100 mile non-chargeable payment.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

For TCRC,

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

**LETTER RE: BUNKHOUSE REVIEW PROCESS**

(Note: Refer to Articles 103.05 and 19)

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter is to confirm that the local Superintendent, or their designate, meet monthly with the Chairpersons of the Local Committees of Adjustments, or their designates, to address any local business.

Sufficient notice will be provided by the Local Chairman on items to be added to the agenda concerning bunkhouses. The purpose of this discussion will be to review any concerns provided and, if the parties agree they are relevant items of concern, they will be addressed within a reasonable period of time.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

**LETTER RE: ELECTRONIC SYSTEM FOR TRACKING LINEUPS**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
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Ed Mogus  
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Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to our discussions regarding employee's ability to track lineups and determine approximately when they will be required to go to work.

The Company provided the Union with information regarding a system the Company is looking at implementing for the sole purpose outlined above. This will confirm it is the Company's intent to implement such an electronic system at the first available opportunity subject to the budget and programming availability.

Sincerely,

Mark Redd  
EVP Operation  
Canadian Pacific

## LETTER RE: STARTING ANNUAL VACATION

(Note: Refer to Article 30)

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
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Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This has reference to our discussions during this round of collective bargaining regarding EDO windows and an employee's ability to commence annual vacation on the first day.

While we were not agreeable to expand the EDO provisions to allow employees to utilize EDOs outside their windows, the Company agreed to continue the existing practice that encourages employees to discuss their vacation requirements with their local manager. Reasonable requests will not be unnecessarily withheld. If it is agreed, the employee will then be able to utilize an EDO outside of their window for the purpose of booking off in advance of annual vacation. Such discussions and agreements will all continue to be on a without prejudice or precedent basis.

Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

## LETTER RE: GRIEVANCE MANAGEMENT SYSTEM

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
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Ed Mogus  
General Chair LE East  
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Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter pertains to the automated processes for handling and tracking grievances, referred to as the Grievance Management System (GMS). The parties agree all grievances will be presented electronically via the GMS. If a grievance is not accepted by the GMS based on a failure of the system the grievance can be filed with the appropriate Company Officer electronically. If any failure of the system results in a violation of the time lines required of the Union to process a grievance, the time lines will automatically be extended.

- a) Within 60 days of the arbitrated Agreement, the parties will meet, as required, prior to implementation to fully understand the application and utilization of the GMS System. The Company will engage the appropriate IS department personnel for these meetings.
- b) The parties agree to meet no less than each 90 day period following implementation then as required thereafter to review any concerns that may arise, and to identify solutions to address concerns. This does not prevent the Union from escalating any concerns with respect to the system as required between the aforementioned 90 day periods or thereafter.
- c) During the initial 30 day period prior to the implementation of the GMS System, the Union will provide a list of any/all employees and/or Union Officers who they wish to have access to the System. Periodically the Union may provide an updated GMS Access List of employees and/or Union Officers to the Company.
- d) During the initial 30 day period prior to implementation, the Union will also identify who within the Union/employee base will be identified as submitting the grievance within the GMS. This is required for paragraph c) and d) to ensure appropriate security levels are assigned.

This also confirms our understanding that the Union will have continuous access to the aforementioned information when using the Grievance Management System. Furthermore, the Company agrees that no changes to the system will be made without concurrence of the General Chairmen. The parties recognize that from time to time the IS Department will be conducting security analysis on the GMS system and necessary maintenance and that this will not constitute a change to the system.

It is further understood that the use of CP's GMS does not constitute a change in the joint ownership of the grievance process.

An online training module has been developed and will be made available for the General Chairmen and Union Executives. We will also host workshops to demonstrate and educate the system capabilities with those that have the right to access the GMS. Union officers referred to herein, who are not on full time union leave, will receive 4 hours at Other than RQ rates as outlined in Article 27.01 for attending a workshop.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

**LETTER RE: MISCELLANEOUS ISSUES**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This letter pertains to the discussions between the parties and contains a comprehensive settlement package of issues discussed between the parties and is contingent upon full and final settlement of all outstanding issues between the parties that are not identified herein:

- (1) Incentive for expedited recall from layoff; and
- (2) New language regarding online training.

**1. Incentive for Expedited Recall from Layoff**

The following is intended to assist the Company and employees, who are subject to recall with a defined early recall process that establishes certainty to when a laid-off employee will return to work recalled. To be eligible for the financial incentive provided herein the following must occur:

- a) Upon notification of laid-off status, employees must declare their intent via email of their commitment that upon recall they will return to work as provided in paragraph c) hereof.

Note: Once recalled, employees are required to return to active status as declared.

- b) Subsequent to their original declaration, if there is a change in the employee’s ability to accept an early recall, they must notify the CMC (via email) prior to any recall.
- c) Within 48 hours from date the employee returns to active service, the Company will process an off cycle payment of the early return to work incentive outlined below:

<u>Return to Active Service</u>	<u>Incentive</u>
Within 3 days’ of the date of Notice	\$1,250.00
Within 4-7 days’ of the date of Notice	\$1,000.00
8-15 days’ of the date of Notice	\$0



Note: Employees must keep their email address and phone contact number(s) up to date. Payment of the above will be processed within 48 hours of return to active service.

## 2. Online Training

The parties agree to a new Article 27.02 as follows:

### 27.02 ONLINE TRAINING

Employees required by the Company to complete 8 hours training online during their off-duty hours shall be entitled to pay for 10 hours at the hourly rate specified in clause 27.01 upon successful completion of 8 hours of online courses per calendar year. Online training during off duty hours will not be subject to the minimum 4-hour payment as outlined in article 27.01 above.

The 8 hours of online training includes the following:

- Rail Security Training (10 minutes)
- Home Safe (10 minutes)
- Code of Business Ethics (30 minutes)
- Alcohol & Drugs in the Workplace (90 minutes)
- Alcohol & Drug Assistance through Company Officer & Co-Worker Reporting (30 minutes)
- Safer Web Browsing (30 minutes)
- Employee Rights & Responsibilities - Safe Workplace (60 minutes)
- Electronic Devices (30 minutes)
- Crew Resource Management (60 minutes)
- Workplace Awareness & Accountability Training (40 minutes)
- Ergonomics Awareness (60 minutes)
- Fatigue Management (30 minutes)

Any changes to the online training modules may take place after consultation with the General Chairmen. At no point will the online training exceed 8 hours.

Should the number of hours of training fall below 8 hours, the employee will still be guaranteed 10 hours of pay.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

**LETTER RE: APPLICATION OF UNION LEAVE**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

During negotiations, the parties agreed to exempt officers of the provincial legislative board from the application of Article 42.16. It is understood that the number of officers of the provincial legislative board will not exceed more than 1 per province at any given time.

In the application of 42.16, the parties also agreed to meet with federal mediators prior to the first arbitration dates scheduled with Arbitrator Kaplan to review the roles of Executive Officers of the General Committees of Adjustment referred to in Article 42.06. In the event the parties are unable to resolve this matter, they will either develop a joint statement of issue or ex parte statements of issue and the matter will be scheduled for final resolution with Arbitrator Kaplan.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

## LETTER RE: IMPROVEMENTS TO THE BENEFIT PLAN

(Note: Refer to Article 37)

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is in reference to our discussions during 2021 negotiations in which the Union indicated their desire for a variety of improvements to the Benefits Plan. This will serve as an amendment to Article 37.

The parties agreed that in addition to the plan amendments identified in the Memorandum of Settlement, the appropriate documents will be updated to reflect the following improvements to the Benefits Plan effective 30 days following this Agreement coming into effect:

### Extended Health Care

1. Provide a direct billing benefits card.
2. Provide for preventative vaccines including: hepatitis, tetanus, diphtheria, malaria, meningitis, and typhoid.
3. Provide for Infertility drug coverage at 50% to a maximum of \$3,000 per lifetime and Erectile Dysfunction drug coverage at 50% to a maximum \$1,000 per calendar year as prescribed.
4. Psychologist Benefit: Addition of Clinical Counsellor to Psychologist Coverage of 100% up to \$1,000 calendar year maximum.

In addition, the parties agree to a closed period commitment to meet within 60 days of this Agreement coming into effect and complete within 120 days of this Agreement coming into effect, a comparison review of current benefit terminology and that of pre-existing benefit language contained in the Consolidated Collective Agreement. Any disputes arising from this review will be advanced to rights arbitration before Arbitrator Clarke on an ad-hoc basis.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

For TCRC,

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

**LETTER RE: WEEKLY INDEMNITY BENEFITS**

(Note: Refer to Article 37)

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is further to the discussion between the parties regarding the entitlement of Weekly Indemnity Benefits ("WIB").

The parties agree that if an eligible employee is pursuing WIB benefits, and is unable to work on account of not meeting the RAC medical guidelines and/or being restricted by Occupational Health Services from performing their regular duties as a result of specific regulatory fitness to work requirements, that this restriction information will be shared by Occupational Health Services with the disability benefits provider, to ensure this information is considered as a part of overall claim adjudication.

To clarify, CP will continue to follow the WIB benefit extension process for employees who are on an existing WIB claim, when benefits are no longer supported due to medical indicating the employee is fit for work, in circumstances where Occupational Health Services restricts the employee from returning to work as a result of RAC medical guidelines, over and above the recommendation of the treating physician. Benefit extensions will not exceed the maximum 41 week period for WIB benefits.

The parties agree that should there be an issue it will be addressed as soon as possible to ensure the employee is not without benefits.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY



**LETTER RE: STANDARDIZED CALLING RULES**

March 21, 2022

Greg Edwards  
General Chair LE West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Dave Fulton  
General Chair CTY West  
101-10820 24 Street SE  
Calgary, AB  
T2Z 4C9

Ed Mogus  
General Chair LE East  
Suite 246, 6-1500 Upper Middle Rd  
Oakville, ON  
L6M 0C2

Wayne Apsey  
General Chair CTY East  
5334-361 Queen Street  
Smiths Falls, ON  
K7A 0A6

Dear Sirs,

This is further to discussions held between the parties with respect to Standardized Calling Procedures. This is an issue carried over from the failed Tentative Agreement dated September 6, 2017. The parties agree that Arbitrator Kaplan remains seized on this issue.

During the current round of negotiations, the parties were unable to come to a consensus on Standardized Calling Procedures as well as a resolution to outstanding grievances. Accordingly, it is agreed the parties will schedule a hearing date with Arbitrator Kaplan based on availability and complete the following steps:

1. The parties agree the Standardized Calling Procedure dispute will be based on a 2022 grievance(s) in order to ensure the arbitration addresses disputes over the current calling rules.
2. A Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision(s) of the Collective Agreement allegedly violated, shall be jointly submitted to Arbitrator Kaplan no later than the first day of the month, 2 months prior to the hearing date.
3. Where the parties are unable to agree on a JSI 2 months prior, they agree to have the arbitrator try to mediate an agreed upon JSI between that time and 30 days prior to the hearing date.

If this reflects our understanding during negotiations, please indicate your concurrence in the space provided below.

Sincerely,

For TCRC,

Myron Becker  
Chief Labour Officer  
Canadian Pacific

Dave Fulton  
General Chairman  
TCRC West CTY

Greg Edwards  
General Chairman  
TCRC West LE

Ed Mogus  
General Chairman  
TCRC East LE

Wayne Apsey  
General Chairman  
TCRC East CTY

# MAP OF CHANGES

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## 2022 MEMORANDUM OF SETTLEMENT

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App 9a Letter Re: Kawartha Lakes Railway	Letter Section (Revised 2022)
App 9b Letter Re: Kootenay Valley Railway	Located in MOS
App 10 Article 87, 88 Road and 93 Yard - Illustrative Flowcharts	Located in MOS
App 11 Weekly Indemnity Benefits	Letter Section
App 12 Weekly Indemnity Benefits – Base Rate	Located in MOS
App 13 Letter of Understanding – Amendments to Memorandum of Agreement Re: Operation of the Intermodal Services Shepard Facility at Calgary	Located in MOS
App 14 Grievance Management System	Letter Section
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App 17 Standardized Calling Rules	Letter Section
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**2018 MEMORANDUM OF SETTLEMENT**

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**2015 ARBITRATOR ADAMS' AWARD & AGREED UPON ITEMS**

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**2012 ARBITRATOR KAPLAN AWARD & AGREED UPON ITEMS**

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**2007 MEMORANDUM OF SETTLEMENT**

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App 3 - Letter - Benefits Union/Management Commtee	37.11
App 4 - Letter - Co-Pay Clarification	Archived
App 5 - Letter - Drug Card	Closed Period Commitment
App 6 - Letter - Health Spending Account - Quebec	Closed Period Commitment
App 7 - Letter - Line ups	Letters Section
App 8 - Letter - Crew Management Centre Issues	Closed Period Commitment

App 9 - Letter - In and Off in 10 Hours - Penalty	18.17
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App 12 - Letter - Home Terminal Rest	18.19
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App 16 - Letter - Automation of Trainmen Spareboard Guarantee Payments	Closed Period Commitment
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App 21 - Joint Investigation Training	Closed Period Commitment
App 22 - Letter - Held out of Service - Pilot	Letters Section (Revised 2018)
App 23 - Terms of Reference - CMA Committee	Letters Section
App 24 - Letter - Cab Committee	Letters Section
App 25 - Letter - Union Security	Superceded by 2012 Kaplan Award
App 26 - Letter - E-Learning	Closed Period Commitment
App 27 - Letter - Discrimination & Harassment Training	Closed Period Commitment
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App 36 - Letter - Kawartha Lakes	Letters Section (Revised 2018)
App 37 - Letter - Local Rules	Letters Section
App 38 - Letter - Estoppel Issues	Closed Period Commitment

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**2004 LOCOMOTIVE ENGINEER WEST ARTICLES**

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<b>Original Article/Letter</b>		<b>Consolidated Article</b>
ARTICLE 1 – RATES OF PAY		
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1	02 FREIGHT SERVICE	1.09
1	03 CONDUCTOR-ONLY OPERATIONS IN FREIGHT SERVICE	1.11
1	04 SHORT RUN PASSENGER SERVICE	Archived
1	05 SELF-PROPELLED PASSENGER SERVICE	Archived
1	06 YARD SERVICE	1.05
1	07 SHIFT DIFFERENTIAL	1.04
1	08 WAY FREIGHT SERVICE	1.12
1	09 ROAD SWITCHER SERVICE	1.13
1	10 WORK TRAIN SERVICE	1.14
1	11 MINIMUM DAY IN PASSENGER SERVICE - ARCHIVED	Archived
1	12 APPLICATION OF FREIGHT RATES	1.09
1	13 VALLEY DIFFERENTIALS	1.10
1	14 ENGINEER - INSTRUCTORS	1.08
1	15 STARTING RATES - NEW EMPLOYEES	Archived
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1	16 TRAIN LENGTH ALLOWANCE	1.01
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5	02 STRAIGHTAWAY DEADHEADING AND COMBINATION DEADHEADING	6
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5	04 SPECIAL SERVICE	50
5	05 ATTENDING COURT	34.01
5	06 PICKING UP AND SETTING OUT DIESEL UNITS IN ROAD SERVICE	5
5	07 PAYMENT FOR EXAMINATIONS	38
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<b>Original Article/Letter</b>		<b>Consolidated Article</b>
5	09 RULES QUALIFICATION TRAINING AND EXAMINATION	26 & 1.06
5	10 INSTRUCTION CLASSES (OTHER THAN RQ TRAINING)	27 & 1.07
5	11 TRAINING PROGRAM DEVELOPMENT	22
5	12 EXPANDED CREW CHANGE LOCATIONS	9
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ARTICLE 12 – ELECTRIC LOCOMOTIVE, DIESEL ELECTRIC, EITHER MULTIPLE UNIT OR SINGLE		Archived
ARTICLE 12 A – SECOND ENGINEER IN PASSENGER SERVICE		Archived
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ARTICLE 15 – RUNNING OFF MAINLINE		3
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25	04 BALANCE OF PAYCHEQUES	21.03
25	05 FILLING OF VACANCIES –WEEKLY PLACEMENT PROCESS	15
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**2004 LOCOMOTIVE ENGINEER EAST ARTICLES**


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**Original Article/Letter****Consolidated Article**

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1	02 HANDLING LESS THAN CARLOAD MERCHANDISE (FORMERLY 1(B))	Archived
1	03 HANDLING GOVERNMENT MAIL - ARTICLE 8 (FORMERLY 1(C))	Archived
1	04 COMBINATION RUNS (FORMERLY 1(D))	Archived
1	05 FREIGHT SERVICE	1.26
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1	14 GRADUATED RATES	1.25
1	15 TRAIN LENGTH ALLOWANCE	1.01
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1	20 AUTOMOBILE MILEAGE ALLOWANCE	1.03
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1	23 LENGTH OF RUN ALLOWANCE	1.02
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25	12 RULES QUALIFICATION TRAINING AND EXAMINATION	26 & 1.24
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25	07 Training for Promotion to Conductor/Yard Foreperson	Deleted
25	08 Rules Qualification (RQ) Training and Examination	26 & 1.24
25	09 Instruction Classes (Other Than RQ Training)	27 & 1.35
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