

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

Canadian Pacific Railway and the Teamsters Canada Rail Conference (CTY) 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 who are 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 term "Trainperson" or "Trainman" as used in this Collective Agreement shall be understood to include Conductor, Baggageperson (Baggageman) and Brakeperson (Brakeman).

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).

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

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

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.

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.

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# ARTICLE 1 - RATES OF PAY

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## 1.01 PASSENGER SERVICE (Formerly 1(a))

Archived

## 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

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:

### East of Lake Louise and Nelson - Prairie Rates

100%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$136.17	\$140.26	\$143.77	\$148.08
Baggagepersons/Brakepersons	\$119.78	\$123.37	\$126.45	\$130.24
Required Brakepersons	\$125.77	\$129.54	\$132.77	\$136.75

95%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$129.36	\$133.25	\$136.58	\$140.68
Baggagepersons/Brakepersons	\$113.79	\$117.20	\$120.13	\$123.73
Required Brakepersons	\$119.48	\$123.06	\$126.13	\$129.91

90%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$122.55	\$126.23	\$129.39	\$133.27
Baggagepersons/Brakepersons	\$107.80	\$111.03	\$113.81	\$117.22
Required Brakepersons	\$113.19	\$116.59	\$119.49	\$123.08

85%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$115.74	\$119.22	\$122.20	\$125.87
Baggagepersons/Brakepersons	\$101.81	\$104.86	\$107.48	\$110.70
Required Brakepersons	\$106.90	\$110.11	\$112.85	\$116.24

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

100%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$136.17	\$140.26	\$143.77	\$148.08
Baggagepersons/Brakepersons	\$120.37	\$123.98	\$127.08	\$130.89
Required Brakepersons	\$126.39	\$130.18	\$133.43	\$137.43

95%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$129.36	\$133.25	\$136.58	\$140.68
Baggagepersons/Brakepersons	\$114.35	\$117.78	\$120.73	\$124.35
Required Brakepersons	\$120.07	\$123.67	\$126.76	\$130.56

90%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$122.55	\$126.23	\$129.39	\$133.27
Baggagepersons/Brakepersons	\$108.33	\$111.58	\$114.37	\$117.80
Required Brakepersons	\$113.75	\$117.16	\$120.09	\$123.69

85%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$115.74	\$119.22	\$122.20	\$125.87
Baggagepersons/Brakepersons	\$102.31	\$105.38	\$108.02	\$111.26
Required Brakepersons	\$107.43	\$110.65	\$113.42	\$116.82

**1.06 FREIGHT SERVICE WEST OF CROWNEST TO NELSON**

Differential for Employees who entered service prior to December 1, 1959 is archived.

**1.07 FREIGHT SERVICE BETWEEN LAKE LOUISE AND REVELSTOKE**

Mountain rates for employees who entered service prior to Dec. 1, 1959 are archived.

**1.08 FREIGHT SERVICE BETWEEN CASTLEGAR AND MIDWAY ON THE BOUDARY SUBDIVISION**

Semi-Mountain rates for employees who entered service prior to Dec. 1, 1959 are archived.

**1.09 WAYFREIGHT SERVICE**

The rates of pay for Trainpersons in Wayfreight service on trains shall be:

**East of Lake Louise and Nelson – Prairie Rates**

100%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$142.34	\$146.61	\$150.28	\$154.79
Baggagepersons/Brakepersons	\$124.67	\$128.41	\$131.62	\$135.57
Required Brakepersons	\$130.90	\$134.83	\$138.20	\$142.35

95%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$135.22	\$139.28	\$142.77	\$147.05
Baggagepersons/Brakepersons	\$118.44	\$121.99	\$125.04	\$128.79
Required Brakepersons	\$124.36	\$128.09	\$131.29	\$135.23

90%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$128.11	\$131.95	\$135.25	\$139.31
Baggagepersons/Brakepersons	\$112.20	\$115.57	\$118.46	\$122.01
Required Brakepersons	\$117.81	\$121.35	\$124.38	\$128.12

85%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$120.99	\$124.62	\$127.74	\$131.57
Baggagepersons/Brakepersons	\$105.97	\$109.15	\$111.88	\$115.23
Required Brakepersons	\$111.27	\$114.61	\$117.47	\$121.00

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

100%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$142.34	\$146.61	\$150.28	\$154.79
Baggagepersons/Brakepersons	\$125.26	\$129.02	\$132.25	\$136.22
Required Brakepersons	\$131.52	\$135.47	\$138.86	\$143.03

95%	January 1			
	2003	2004	2005	2006
<b>(Per 100 Miles)</b>				
Conductor	\$135.22	\$139.28	\$142.77	\$147.05
Baggagepersons/Brakepersons	\$119.00	\$122.57	\$125.64	\$129.41
Required Brakepersons	\$124.94	\$128.70	\$131.92	\$135.88

90%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$128.11	\$131.95	\$135.25	\$139.31
Baggagepersons/Brakepersons	\$112.73	\$116.12	\$119.03	\$122.60
Required Brakepersons	\$118.37	\$121.92	\$124.97	\$128.73

85%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$120.99	\$124.62	\$127.74	\$131.57
Baggagepersons/Brakepersons	\$106.47	\$109.67	\$112.41	\$115.79
Required Brakepersons	\$111.79	\$115.15	\$118.03	\$121.58

**1.10 WAYFREIGHT SERVICE WEST OF CROWNEST TO NELSON**

The differential for employees who entered train service prior to Dec. 1, 1959 is archived.

**1.11 WAYFREIGHT SERVICE BETWEEN ALYTH AND REVELSTOKE**

The differential for employees who entered train service prior to Dec. 1, 1959 is archived.

**1.12 ROADSWITCHER SERVICE**

Rate of pay for Trainpersons assigned to road switcher service shall be:

100%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$31.96	\$32.92	\$33.74	\$34.75
Required Brakepersons	\$26.07	\$26.85	\$27.52	\$28.35

95%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$30.36	\$31.27	\$32.05	\$33.01
Required Brakepersons	\$24.77	\$25.51	\$26.14	\$26.93

90%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$28.76	\$29.63	\$30.37	\$31.28
Required Brakepersons	\$23.46	\$24.17	\$24.77	\$25.52

85%	January 1			
	2003	2004	2005	2006
(Per 100 Miles)				
Conductor	\$27.17	\$27.98	\$28.68	\$29.54
Required Brakepersons	\$22.16	\$22.82	\$23.39	\$24.10

Per day of eight (8) hours or less above the daily rate for wayfreight service.

**1.13 LAGGAN SUBDIVISION DIFFERENTIAL**

Conductors, Baggagepersons and Brakepersons operating between Alyth and Field will receive in addition to the above rates a differential of:

Conductors	\$1.32 per 100 miles
Baggagepersons/ Brakepersons	\$1.30 per 100 miles

**1.14 GRADUATED RATES**

The graduated rates to be paid Conductors and Brakepersons pursuant to Clause 12.02 shall be:

3601 to 4800 feet - 55 cents per 100 miles,

Add 55 cents for each additional 1200 feet or portion thereof.

**1.15 TRAIN LENGTH ALLOWANCE**

On territories on which Conductor-Only train operation has been implemented pursuant to Clause 10.09, Conductors and Brakepersons 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:

Train Length (Feet)	Amount
3,801 to 5000	\$3.00
5,001 to 6,000	\$7.00
6,001 to 7,000	\$13.00
7,001 to 8,000	\$21.00
8,001 to 9,000	\$31.00
9,001 to 10,000	\$43.00
10,001 and over	\$57.00

**1.16 STUDENT TRAINING ALLOWANCE**

The allowance to be paid for student training is as follows:

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 \$20.00 for Conductors/Yard foremen and \$13.00 for Trainmen/Yardmen per tour of duty or yard shift a trainee is trained. This provision shall also apply for conductors/Yard Foremen and Trainmen/Yardmen providing familiarization.

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.

<b>EFFECTIVE</b>		
	January 17, 2005	January 1, 2006
<b>Per tour of duty or yard shift</b>		
Conductors or Yard Foreman	\$20.00	\$20.60
Brakeman or Yard Helper	\$13.00	\$13.39

1.17 YARD SERVICE

<b>100%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2003</b>			
Car Retarder Operator	\$195.09	\$24.386	\$36.579
Yard Foreperson	\$187.39	\$23.424	\$35.136
Yard Helper	\$170.49	\$21.311	\$31.967
Switchtender	\$151.79	\$18.974	\$28.461
P&C Yard Service Employee	\$193.06	\$24.133	\$36.200
P&C Yard Service Helper	\$176.42	\$22.053	\$33.080
<b>January 1, 2004</b>			
Car Retarder Operator	\$200.94	\$25.118	\$37.677
Yard Foreperson	\$193.01	\$24.126	\$36.189
Yard Helper	\$175.60	\$21.950	\$32.925
Switchtender	\$156.34	\$19.543	\$29.315
P&C Yard Service Employee	\$198.85	\$24.856	\$37.284
P&C Yard Service Helper	\$181.71	\$22.714	\$34.071
<b>December 31, 2004</b>			
Car Retarder Operator	\$202.94	\$25.368	\$38.052
Yard Foreperson	\$195.01	\$24.376	\$36.564
Yard Helper	\$177.60	\$22.200	\$33.300
Switchtender	\$158.34	\$19.793	\$29.690
P&C Yard Service Employee	\$200.85	\$25.106	\$37.659
P&C Yard Service Helper	\$183.71	\$22.964	\$34.446
<b>January 1, 2005</b>			
Car Retarder Operator	\$208.01	\$26.001	\$39.002
Yard Foreperson	\$199.89	\$24.986	\$37.479
Yard Helper	\$182.04	\$22.755	\$34.133
Switchtender	\$162.30	\$20.288	\$30.432
P&C Yard Service Employee	\$205.87	\$25.734	\$38.601
P&C Yard Service Helper	\$188.30	\$23.538	\$35.307
<b>December 31, 2005</b>			
Car Retarder Operator	\$210.01	\$26.251	\$39.377
Yard Foreperson	\$201.89	\$25.236	\$37.854
Yard Helper	\$184.04	\$23.005	\$34.508
Switchtender	\$164.30	\$20.538	\$30.807
P&C Yard Service Employee	\$207.87	\$25.984	\$38.976
P&C Yard Service Helper	\$190.30	\$23.788	\$35.682
<b>January 1, 2006</b>			
Car Retarder Operator	\$216.31	\$27.039	\$40.559
Yard Foreperson	\$207.95	\$25.994	\$38.991
Yard Helper	\$189.56	\$23.695	\$35.543
Switchtender	\$169.23	\$21.154	\$31.731
P&C Yard Service Employee	\$214.11	\$26.764	\$40.146
P&C Yard Service Helper	\$196.01	\$24.501	\$36.752

<b>95%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2003</b>			
Car Retarder Operator	\$185.34	\$23.168	\$34.752
Yard Foreperson	\$178.02	\$22.253	\$33.380
Yard Helper	\$161.97	\$20.246	\$30.369
Switchtender	\$144.20	\$18.025	\$27.038
P&C Yard Service Employee	\$183.41	\$22.926	\$34.389
P&C Yard Service Helper	\$167.60	\$20.950	\$31.425
<b>January 1, 2004</b>			
Car Retarder Operator	\$190.89	\$23.861	\$35.792
Yard Foreperson	\$183.36	\$22.920	\$34.380
Yard Helper	\$166.82	\$20.853	\$31.280
Switchtender	\$148.52	\$18.565	\$27.848
P&C Yard Service Employee	\$188.91	\$23.614	\$35.421
P&C Yard Service Helper	\$172.62	\$21.578	\$32.367
<b>December 31, 2004</b>			
Car Retarder Operator	\$192.79	\$24.099	\$36.149
Yard Foreperson	\$185.26	\$23.158	\$34.737
Yard Helper	\$168.72	\$21.090	\$31.635
Switchtender	\$150.42	\$18.803	\$28.205
P&C Yard Service Employee	\$190.81	\$23.851	\$35.777
P&C Yard Service Helper	\$174.52	\$21.815	\$32.723
<b>January 1, 2005</b>			
Car Retarder Operator	\$197.61	\$24.701	\$37.052
Yard Foreperson	\$189.90	\$23.738	\$35.607
Yard Helper	\$172.94	\$21.618	\$32.427
Switchtender	\$154.19	\$19.274	\$28.911
P&C Yard Service Employee	\$195.58	\$24.448	\$36.672
P&C Yard Service Helper	\$178.89	\$22.361	\$33.542
<b>December 31, 2005</b>			
Car Retarder Operator	\$199.51	\$24.939	\$37.409
Yard Foreperson	\$191.80	\$23.975	\$35.963
Yard Helper	\$174.84	\$21.855	\$32.783
Switchtender	\$156.09	\$19.511	\$29.267
P&C Yard Service Employee	\$197.48	\$24.685	\$37.028
P&C Yard Service Helper	\$180.79	\$22.599	\$33.899
<b>January 1, 2006</b>			
Car Retarder Operator	\$205.49	\$25.686	\$38.529
Yard Foreperson	\$197.55	\$24.694	\$37.041
Yard Helper	\$180.08	\$22.510	\$33.765
Switchtender	\$160.77	\$20.096	\$30.144
P&C Yard Service Employee	\$203.40	\$25.425	\$38.138
P&C Yard Service Helper	\$186.21	\$23.276	\$34.914



<b>90%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2003</b>			
Car Retarder Operator	\$175.58	\$21.948	\$32.922
Yard Foreperson	\$168.65	\$21.081	\$31.622
Yard Helper	\$153.44	\$19.180	\$28.770
Switchtender	\$136.61	\$17.076	\$25.614
P&C Yard Service Employee	\$173.75	\$21.719	\$32.579
P&C Yard Service Helper	\$158.78	\$19.848	\$29.772
<b>January 1, 2004</b>			
Car Retarder Operator	\$180.85	\$22.606	\$33.909
Yard Foreperson	\$173.71	\$21.714	\$32.571
Yard Helper	\$158.04	\$19.755	\$29.633
Switchtender	\$140.71	\$17.589	\$26.384
P&C Yard Service Employee	\$178.97	\$22.371	\$33.557
P&C Yard Service Helper	\$163.54	\$20.443	\$30.665
<b>December 31, 2004</b>			
Car Retarder Operator	\$182.65	\$22.831	\$34.247
Yard Foreperson	\$175.51	\$21.939	\$32.909
Yard Helper	\$159.84	\$19.980	\$29.970
Switchtender	\$142.51	\$17.814	\$26.721
P&C Yard Service Employee	\$180.77	\$22.596	\$33.894
P&C Yard Service Helper	\$165.34	\$20.668	\$31.002
<b>January 1, 2005</b>			
Car Retarder Operator	\$187.21	\$23.401	\$35.102
Yard Foreperson	\$179.90	\$22.488	\$33.732
Yard Helper	\$163.84	\$20.480	\$30.720
Switchtender	\$146.07	\$18.259	\$27.389
P&C Yard Service Employee	\$185.28	\$23.160	\$34.740
P&C Yard Service Helper	\$169.47	\$21.184	\$31.776
<b>December 31, 2005</b>			
Car Retarder Operator	\$189.01	\$23.626	\$35.439
Yard Foreperson	\$181.70	\$22.713	\$34.070
Yard Helper	\$165.64	\$20.705	\$31.058
Switchtender	\$147.87	\$18.484	\$27.726
P&C Yard Service Employee	\$187.08	\$23.385	\$35.078
P&C Yard Service Helper	\$171.27	\$21.409	\$32.114
<b>January 1, 2006</b>			
Car Retarder Operator	\$194.68	\$24.335	\$36.503
Yard Foreperson	\$187.16	\$23.395	\$35.093
Yard Helper	\$170.60	\$21.325	\$31.988
Switchtender	\$152.31	\$19.039	\$28.559
P&C Yard Service Employee	\$192.70	\$24.088	\$36.132
P&C Yard Service Helper	\$176.41	\$22.051	\$33.077

<b>85%</b>	<b>RATE PER DAY</b>	<b>PRO RATA</b>	<b>TIME &amp; ONE HALF</b>
<b>January 1, 2003</b>			
Car Retarder Operator	\$165.83	\$20.729	\$31.094
Yard Foreperson	\$159.28	\$19.910	\$29.865
Yard Helper	\$144.92	\$18.115	\$27.173
Switchtender	\$129.02	\$16.128	\$24.192
P&C Yard Service Employee	\$164.10	\$20.513	\$30.770
P&C Yard Service Helper	\$149.96	\$18.745	\$28.118
<b>January 1, 2004</b>			
Car Retarder Operator	\$170.80	\$21.350	\$32.025
Yard Foreperson	\$164.06	\$20.508	\$30.762
Yard Helper	\$149.26	\$18.658	\$27.987
Switchtender	\$132.89	\$16.611	\$24.917
P&C Yard Service Employee	\$169.02	\$21.128	\$31.692
P&C Yard Service Helper	\$154.45	\$19.306	\$28.959
<b>December 31, 2004</b>			
Car Retarder Operator	\$172.50	\$21.563	\$32.345
Yard Foreperson	\$165.76	\$20.720	\$31.080
Yard Helper	\$150.96	\$18.870	\$28.305
Switchtender	\$134.59	\$16.824	\$25.236
P&C Yard Service Employee	\$170.72	\$21.340	\$32.010
P&C Yard Service Helper	\$156.15	\$19.519	\$29.279
<b>January 1, 2005</b>			
Car Retarder Operator	\$176.81	\$22.101	\$33.152
Yard Foreperson	\$169.91	\$21.239	\$31.859
Yard Helper	\$154.73	\$19.341	\$29.012
Switchtender	\$137.96	\$17.245	\$25.868
P&C Yard Service Employee	\$174.99	\$21.874	\$32.811
P&C Yard Service Helper	\$160.06	\$20.008	\$30.012
<b>December 31, 2005</b>			
Car Retarder Operator	\$178.51	\$22.314	\$33.471
Yard Foreperson	\$171.61	\$21.451	\$32.177
Yard Helper	\$156.43	\$19.554	\$29.331
Switchtender	\$139.66	\$17.458	\$26.187
P&C Yard Service Employee	\$176.69	\$22.086	\$33.129
P&C Yard Service Helper	\$161.76	\$20.220	\$30.330
<b>January 1, 2006</b>			
Car Retarder Operator	\$183.86	\$22.983	\$34.475
Yard Foreperson	\$176.76	\$22.095	\$33.143
Yard Helper	\$161.13	\$20.141	\$30.212
Switchtender	\$143.85	\$17.981	\$26.972
P&C Yard Service Employee	\$181.99	\$22.749	\$34.124
P&C Yard Service Helper	\$166.61	\$20.826	\$31.239

**1.18 SHIFT DIFFERENTIAL**

A Car Retarder Operator, Yard Foreperson, Yard Helper or Switchtender who commences a shift in yard or transfer service between 1430 and 2229 shall receive a shift differential of 40 cents per hour and a Car Retarder Operator, Yard Foreperson, Yard Helper or Switchtender who commence a shift in yard or transfer service between 2230 and 0629 shall receive a shift differential of 45 cents 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.

**1.19 REDUCTION IN SPAREBOARD GUARANTEES**

Deleted. Language incorporated into Article 73.

**1.20 AUTOMOBILE MILEAGE ALLOWANCE**

Where automobile allowance is paid, such allowance shall be 30 cents per kilometre for the kilometres travelled via the most direct highway route.

**1.21 TRAINPERSON/YARDPERSON/LOCOMOTIVE ENGINEER TRAINEES**

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

<b>Weekly Rate</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2005</b>	<b>2006</b>
				<b>Jan.17, 2005</b>	
New Hire to Brakeperson/Yard Helper	\$559.04	\$575.81	\$590.21	\$682.65	\$710.85
New Hire to Conductor/Yard Foreman	\$559.04	\$575.81	\$590.21	\$682.65	\$710.85
New Hire to Locomotive Engineer	\$559.04	\$575.81	\$590.21	\$682.65	\$710.85

**1.22 STARTING RATES**

Starting rates for new employees who commence work in a Trainperson/Yardperson position on or subsequent to March 1, 1988, will be 85% of job rate, progressing 5% following each 7 months of cumulative compensated service in such positions covered by this Collective Agreement, with job rate attained after 21 months of such cumulative compensated service.

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.

**1.23 LENGTH OF RUN ALLOWANCE**

Conductors on trains on which no Brakeperson forms part of the crew consist 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:

<b>Distance (In Road Miles)</b>	<b>Payment</b>
100 or less	\$12.00
101 to 150	\$15.00
151 to 200	\$22.50
201 or more	\$30.00

This allowance will not be used to reduce guarantees.

## 1.24 FIXED MILEAGE METHOD OF PAY

- (1) 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 Item seven (7) below.
- (2) In either Straightaway Service or TCS, employees will claim the corresponding fixed mileage and buffer payment if applicable. Subject to Item seventeen (17), fixed mileages do not apply to Deadheading or Combination Service.
- (3) 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.

- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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>CANADIAN PACIFIC RAILWAY COMPANY</b>			
<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
South Edmonton	Lloydminster	210	244
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

- (8) The Fixed Mileage Method of Pay is based upon the following:
- (a) actual running miles of subdivision
  - (b) average initial time and final time(s)
  - (c) T&J and designated pay point times
  - (d) road overtime (East of Thunder Bay)
  - (e) miles generated performing wayfreight service en route
- (9) The items listed in Item eight (8) may not be claimed in addition to the Fixed Mileage Method of Pay. Other payments not listed in Item eight (8) will be paid in addition to the fixed mileage for the tour of duty.
- (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 Chair(s) to the respective District General Manager or vice versa. Local Chairs and Local Company Operating Officers are not authorized to negotiate Fixed Mileage and associated Threshold adjustments.
- (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:
- (a) An agreed upon sample of wage claims will be generated through CMA.
  - (b) Recalculation of the Fixed Mileage and associated Threshold will be in accordance with the criteria set out in Item eight (8) above.
  - (c) Variances of more than fifteen minutes from existing terminal times built into the Fixed Mileage will result in appropriate adjustments.
- (12) Except when required by Item fifteen (15), adjustments to Fixed Mileages and Thresholds will be made as follows:
- Adjustment Upward if:
- (a) terminal time consistently increases on average because of additional work or yard congestion.
  - (b) operational changes result in an ongoing increase of average terminal times.
- Adjustment Downward if:
- (a) a capital investment such as two tracking, signalling, or expanded capacity expedites trains in and out of terminals, and thus reduces time occupied.
  - (b) operational changes result in an ongoing decrease of average terminal times.
- No Adjustment if:
- (a) terminal times are impacted by employee performance or seasonal fluctuations.
- (13) Each fixed mileage claim will result in one additional mile being added to the buffer fund.
- (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. Separate buffer funds may be maintained for Canadian Pacific Railway and the St. Lawrence & Hudson Railway Company.
- (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;
- (a) performing a review of the fixed mileages and associated thresholds as outlined in Item ten (10) and Item eleven (11).
  - (b) adjustments of the thresholds
  - (c) increased buffer fund contributions.

- (16) Other train operations may be assigned Fixed Mileages subject to the approval of the District General Manager and the General Chair(s). When so established, they will be calculated using the same criteria outlined in Item eight (8).
- (17) The existing Sparwood Run-through, Revelstoke/Golden Run-through, and Roadrailer Agreements remain in effect.
- (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.

## **ARTICLE 2 - PASSENGER SERVICE**

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## **ARTICLE 3 - SHORT TURNAROUND PASSENGER RUNS**

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## **ARTICLE 4 - PASSENGER MONTHLY GUARANTEE**

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## **ARTICLE 5 - EXTRA MILEAGE MADE BY PASSENGER CREWS**

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## **ARTICLE 6 - CONSIST OF CREWS - PASSENGER TRAIN SERVICE**

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## **ARTICLE 7 - PASSENGER TRAIN CREW HANDLING FREIGHT CARS**

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## **ARTICLE 8 - HANDLING GOVERNMENT MAIL**

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## ARTICLE 9 - CONSIST OF ROAD CREWS IN OTHER THAN PASSENGER & SELF-PROPELLED SERVICE

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**9.01** 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 Brakepersons, except as provided hereunder:

- (1) All train crews in any class of freight service operating on the subdivisions outlined in this Item 1 are, subject to the provisions of Item 3 hereof, considered to be "reducible crews":

Broadview Subdivision Brandon to Broadview

Indian Head Subdivision Broadview to Moose Jaw

Swift Current Subdivision Moose Jaw to Swift Current

Laggan Subdivision Calgary to Field

Mountain Subdivision Field to Revelstoke

Shuswap Subdivision Revelstoke to Kamloops

Thompson Subdivision Kamloops to North Bend

Cascade Subdivision North Bend to Vancouver

Carberry Subdivision Winnipeg to Brandon

Maple Creek Subdivision Swift Current to Medicine Hat

Brooks Subdivision Medicine Hat to Calgary

Leduc Subdivision Red Deer to South Edmonton

- (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 Chairperson 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:
- (a) 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;
  - (b) that steel cabooses with cushioned drawbar and safety glass are supplied;
  - (c) 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;
  - (d) 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.



- (4) Refer to Rest Rule. Appendix B-10 deleted.
- (5) For the purpose of this Article, an employee who has a seniority date as a Trainperson / Yardperson on or prior to March 7, 1979, shall be known and designated as a "protected freight employee".
- (6) A Brakeperson's position on a "reducible crew" may be discontinued at any time hereafter, provided that "protected freight employees" shall have the right to work in their seniority turn on any Brakeperson's position in any class of assigned or unassigned freight service on their seniority district in which, under the rules or practices in effect prior to March 7, 1979, the use of 2 Brakepersons would have been required, subject to the following:
  - (a) Trainperson whose seniority entitles them to a Conductor's position or temporary vacancy of 6 days or more or a temporary vacancy known to be of 6 consecutive days or more, shall not be permitted to fill a Brakeperson's position if as a result thereof the Company would be deprived of reducing a "reducible crew" in road freight service. In these circumstances the junior "protected" Conductor not holding a Conductor's position or temporary vacancy, as the case may be, will be required to fill a Conductor's position or temporary vacancy.
  - (b) There shall not be any preference as between the head-end Brakeperson's position and the rear-end Brakeperson's position where such practice may now be in effect, on crew or crews declared reducible pursuant to the provisions of this Article if such preference results in the filling of a vacancy on such crew by an unprotected employee.
  - (c) When additional positions are created in a pool of crews in which crews are reducible and which would otherwise require the employment of unprotected employees, such positions shall be filled, to the extent available, by "protected freight employees" then filling reducible Brakepersons' positions in such pool of crews.
  - (d) Should no application be received from a protected freight employee for a permanent vacancy on a reducible position, such position need not be filled until claimed by a "protected freight employee" who is later displaced or who has been reduced or who was absent at the time the vacancy occurred. Such reducible position shall again be bulletined in assigned service and made available in unassigned service at each general advertisement of assignments and the same conditions will apply. Arrangements may be made between the Local Chairperson and Local Officers to post notice advising of permanent vacancies in unassigned service.
  - (e) When no application is received from a "protected freight employee" for a temporary vacancy of 6 days or more on a reducible position, such position need not be filled for the duration of the temporary vacancy until claimed by a "protected freight employee" who is later displaced, or who has been reduced or who was absent at the time the temporary vacancy occurred. However, a temporary vacancy of less than 6 days in a reducible position will be filled by the first out available "protected freight employee" on the Spare board. This will not constitute a runaround of unprotected freight employees on the Spare board.
- (7) A "protected freight employee" moving from one terminal to another on their seniority district shall retain their "protected freight employee" status.
- (8) When the consist of a freight crew is reduced under the provisions of this Article, existing rules or practices which are in conflict therewith will not apply.
- (9)
  - (a) During the period July 1, 1979 to June 30, 1989, the Company, at the end of each year, shall calculate an amount which will be 25% of the gross wages of the Brakeperson's positions which, in accordance with the provisions of this Article, were not filled during that year. Such amount shall be calculated separately for each seniority district. The General Chairperson will be advised as to such amount at the end of each year together with supporting data.

- (b) From the amount calculated in accordance with (a) above, special payments will be made at the end of each year to each "protected freight employee" provided they have not been dismissed from the service or resigned prior to the end of the year in respect of which the special payments are made. Special payments shall be pro-rated on the basis of the months or major portion thereof in which compensated service was rendered by each "protected freight employee" in a position covered by this Collective Agreement during the year in respect of which the special payments are made.
- (c) Special payments made to employees pursuant to this Item 9 shall not be considered as wages or earnings in the application of the Company's Pension Rules.
- (10) (a) Subject to the provisions of this Item 10, a "protected freight employee" as defined in Item 5 hereof who is working in a position covered by this Collective Agreement and who is eligible for early retirement under the Company's Pension Rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.
- (b) An employee defined in Clause (a) above shall receive a monthly separation allowance until the age of 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:

<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%

- (c) 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 payment calculated on the basis of a discount rate of ten (10) per centum per annum.
- (d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.
- (e) An employee who is in receipt of the monthly separation allowance provided in Clause (b):
  - (i) shall be entitled to have their group life insurance coverage continued until age 65 and paid for by the Company;
  - (ii) shall be entitled at age 65 to a life insurance policy, fully paid up by the Company, in an amount equal to that in effect under the existing Collective Agreement;
  - (iii) who lives in a province where Medicare premiums are required, will have their premiums paid by the Company for the duration of their allowance but only up to the amount of the maximum Medicare allowance provided under the existing Collective Agreement.

- (f) In the application of this Item 10, the maximum number of "protected freight employees" who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited, on each Seniority District, unless otherwise mutually agreed between the parties, to the following number of eligible "protected freight employees" in each one of the years 1979 to 1983:

	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>
<b>1979</b>	0	10	9	17	29
<b>1980</b>	0	8	7	12	22
<b>1981</b>	0	8	7	12	22
<b>1982</b>	0	8	6	11	21
<b>1983</b>	0	8	6	11	20

In the event that the number of reducible crews is increased by virtue of the application of the provisions of Item 2 of this Article, the parties will meet to arrange a proportionate increase in the number of "protected freight employees" who will be entitled to elect to take early retirement and receive a separation allowance.

- (g) If in any one year the number of eligible employees who elect benefits under the provisions of this Item 10 are less than the number of opportunities available in any one year on any one Seniority District, the number of unused opportunities may be carried over from one year to the other with the understanding that no more than an additional two-thirds of the annual opportunities provided in Item 10(f) hereof will be permitted to elect either the monthly separation allowance provided in Clause (b) or the lump sum payment provided in Clause (c) in any one year.
- (h) Bulletins for applications from eligible "protected freight employees" as defined in Clause (a) for the benefits provided under this Item 10 will be issued on each seniority district 60 days prior to December 15 of the year prior to the year referred to in Clause (f). Such bulletins will close on December 15 of each such year. Applicants shall be selected on each seniority district on the basis of their seniority as a Trainperson/Yardperson.
- (i) The General Manager and the General Chairperson will co-operate in the application of this Item 10 to ensure that a shortage of qualified Conductors/Yard Forepersons will not develop at any one terminal.

# ARTICLE 10 - CONDUCTOR-ONLY OPERATION IN FREIGHT SERVICE

## 10.01 DEFINITIONS

### "Attrition Opportunities"

Attrition Opportunities mean permanent separations of employees as defined herein as provided in Clause 5 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 10.02.

## 10.02 PARAMETERS FOR CONDUCTOR-ONLY OPERATIONS

Notwithstanding the provisions of Article 9, 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 Caboosless**

The train to be operated with a Conductor-Only crew will be run caboosless pursuant to Article 34.

### **(2) Initial terminal;**

- (a) 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.
- (b) 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.

- (c) 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 10.05. For the purpose of calculating any impact of this provision, a benchmark is established upon implementation.

**(3) Enroute;**

- (a) 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.
- (b) 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 Article 10 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) 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.
  - (b) 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 10.02 or the discovery of a marshalling violation.
- (7) In respect to their own train;
- (a) the set-off of a bad order car(s) enroute or in the terminal;
  - (b) the lift of a bad order car(s) after being repaired in the terminal;
  - (c) the handling of diesel units, including robotizing and conventionalizing;
  - (d) 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

- (e) the handling of an SBU; shall not be considered a set-off, pick-up or switching pursuant to Clause 10.02, sub Clauses 2), 3), 4), 5) and will not result in a Conductor-Only premium payment.

**10.03** 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.

- (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 10.03 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;

- (a) 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.

- (b) 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.

- (c) 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.
- (d) Notwithstanding the application of (a), (b) and (c) 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.
- (e) 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.
- (f) 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.
- (g) 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:
- (a) Employees temporarily required to work at another home terminal under item 10.03(3) (f) and (g) 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.
  - (b) In lieu of the benefits as provided in clause 10.03(4)(a) above, it may be mutually agreed upon locally to provide an employee with an automobile allowance of \$45.00 per week.
  - (c) 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 car, 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,
  - (d) 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 clause (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 (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 (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 and 10 of the Collective Agreement and by using the following formula:
- (a) 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.
  - (b) 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.

- (c) Adjustments to the number of non-required positions will take place anytime the pools are adjusted, however the Spareboard adjustment in (b) above 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:
  - (a) 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.
  - (b) 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.
  - (c) 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;
  - (a) calculation of entitlement for annual vacation and cumulative compensated service.
  - (b) shift or tour of duty in qualifying for payment of a general holiday.
  - (c) in reducing discipline with regard to the Brown System of Discipline.
- (13) Furloughed employees are required to:
  - (a) confirm their status with CMC when regular pool and Spareboard adjustments are made,
  - (b) keep the appropriate Company Officer advised of current address and telephone contact number(s),
  - (c) keep their rules and medical qualification current,
  - (d) 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 (16), item (a), 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:
  - (a) 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,
  - (b) Protected employees on SUB according to the protocol contained in the letter attached to Article 10, dated November 19, 1992,



- (c) Laid off unprotected employees, in seniority order,
  - (d) 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 (11), items (a), (b) 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 (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 Article 10.
  - (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.

#### **10.04 LENGTH OF RUN ALLOWANCE**

Conductors on trains on which no Brakeperson forms part of the crew consist pursuant to this Article 10, except Roadrailer Service, will be paid the length of run allowance specified in Clause 1.23.

#### **10.05 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**

- (a) 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:

<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%

- (b) An employee who elects to be covered by the provisions of Clause (a) 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.
- (c) The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five (65).
- (d) 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.
- (e) 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**

- (a) 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.
- (b) 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.
- (c) 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.
  - (i) Regularly assigned Yard Service employees; 40 hours straight time pay, including shift differential when applicable.

- (ii) Regularly assigned to a Yard Service Spareboard: one-quarter (1/4) of the monetary equivalent of the monthly guarantee for yard Spareboard employees.
  - (iii) Regularly assigned Road Service employees, including those on Road, Common or joint Spareboards: one-fifty second (1/52) of the total earnings of the employee during the twenty- six (26) full pay periods preceding bridging.
  - (iv) 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.
- (d) 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.
  - (e) 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.
  - (f) 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 Clause (b) of Section A, Separation Plan.
  - (g) 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.
  - (h) All payments under this Section B shall cease upon the death of the employee.

**Section C Severance Plan**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) An employee who elects to receive a severance allowance pursuant to clauses (b) or (c) 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.

- (e) 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 10.05 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.

#### **10.06 MAINTENANCE OF BASIC RATES**

A protected employee who holds a non-required position, who, as a result of the Conductor-Only operation, is required to fill a required position will be entitled to maintenance of earnings as follows:

- (1) The basic weekly pay of such an employee shall be maintained by payment to such employee of the difference between their actual earnings in a four week period and four times the employee's basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four week period exceeds four times their basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining an employee's earnings, shall be payable provided:
  - (a) they are available for service during the entire four week period. If not available for service during the entire four week period, their incumbency for that period will be reduced by the amount of the earnings they would otherwise have earned;
  - (b) in the application of paragraph (a) above, an employee will be considered as having made themselves unavailable for service if the employee books in excess of 10 hours rest at their home terminal or, if in assigned service is unavailable on an assigned working day, and;
  - (c) all compensation paid an employee by the Company during each four week period will be taken into account in computing the amount of an employee's incumbency.
- (2) In the calculation of an employee's incumbency, the basic weekly pay, shall be increased by the amounts of any applicable general wage adjustments.
- (3) The payments of an incumbency, calculated as above, will continue to be made so long as the employee is required to fill the required position and:
  - (a) as long as the employee's earnings in a four-week period is less than four times their basic weekly pay;
  - (b) until the employee fails to exercise seniority to a required position, including a known temporary vacancy of ninety days or more on a required position, with higher earnings than the earnings of the position which the employee is holding and for which the employee is senior and qualified at the location where they are employed; or
  - (c) until the employee's services are terminated by discharge, resignation, death or retirement.
  - (d) In the application of sub-paragraph 3 (b) above, an employee who fails to exercise seniority to a position with higher earnings, for which the employee is senior and qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly. In the case of a known temporary vacancy of ninety days or more, their incumbency will be reduced only for the duration of that temporary vacancy.
- (4) A one time calculation, effective August 18, 1997 and in accordance with provisions of Clause 10.07(5) following, will be made for all protected employees to establish their Basic Weekly Pay (BWP) for the purposes of this Article, except bridging. Once established it will not be recalculated except to be increased by the amounts of any applicable general wage adjustment.

## 10.07 SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

- (1)
  - (a) This Supplemental Unemployment Benefit Plan for protected employees will come into force on a subdivision basis concurrent with the date of Conductor-Only operations on such subdivision(s), but no earlier than January 1, 1993 and will expire ten (10) years after coming into force.
  - (b) Protected employees who are laid off will become eligible for benefits when the SUB Plan comes into force on their division provided they meet the eligibility requirements provided hereunder.
- (2) Eligibility For Lay-Off Benefits

An employee who is not disqualified under Clause 10.07(3) 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 the employee meets all of the following requirements:

  - (a) They are a protected employee pursuant to this Conductor-Only Agreement and has been laid off as a result of a traffic decline resulting in reduction in pool, assigned or Spareboard service.
  - (b) For weekly lay-off benefit payment, a continuous waiting period of seven 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 days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon lay-off within such ninety days.
  - (c) They have made application for benefits to the designated Company Officers.
  - (d) They have exercised full seniority rights as specified in Article 9 and Clause 10.07(3) hereof except as otherwise expressly provided in Clause 10.07(3), paragraphs (b) and (c).
- (3) Notwithstanding anything to the contrary, an employee shall not be regarded as laid off:
  - (a) During any day or period in which their employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause 10.07(3)(b), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the railway.
  - (b) During any interval between the time that they are recalled to service of the Company after a period of lay-off, and the time at which they 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 Clause 10.07(4)(c) hereof, on the same basis as if they had returned to work on the date such work became available.
  - (c) If they decline, for any reason, other than as expressly provided in Clause 10.07(3)(b) recall to work as provided in Clause 10.07(3).
  - (d) In respect of any period in which they are receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Clause 10.07(4)(c) hereof; or
  - (e) After the employee's dismissal from the service of the Company.

**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 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.

(4) (a) An employee will be allowed a lay-off benefit credit bank as follows:

<b>Years of Seniority</b>	<b>Maximum Benefit Duration</b>	<b>Benefit Level</b>
10 or more	416 weeks	90%
5 or more but less than 10	260 weeks	90%
Less than 5	156 weeks	85%

This lay-off benefit credit bank will be reduced by one week for each week of lay-off benefit received by the employee.

If an employee is laid off and is either receiving lay-off benefits or has exhausted their lay-off benefits, such employee will be entitled to the additional credit weeks of benefits once they attain a higher threshold level specified in Clause 10.07(4)(a).

(b) An eligible employee may at the expiration of the seven-day waiting period specified in Clause 10.07(2) above make application to the designated Company Officer for a weekly lay-off benefit as follows:

- (i) A weekly lay-off benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in this paragraph b) of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under EI for such week, will result in the employee receiving the percentage of their basic weekly pay at time of lay-off specified in Clause 10.07(4)(a) above.
- (ii) During any week following the seven-day waiting period referred to in this paragraph b) 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 that when added to the employee's outside earnings for such week will result in the employee receiving the percentage of their basic weekly pay at the time of lay-off as specified in Clause 10.07(4)(a) above.
- (iii) Weekly lay-off benefits specified in this paragraph (b) will cease when an eligible employee has exhausted their benefit accumulation as specified in paragraph (a) or when they are eligible for early retirement under the Company's pension rules, whichever is sooner.

It shall be the responsibility of the employee to report for each week for which they are claiming a weekly lay-off benefit under this Clause any amounts received from the Canada Employment & Immigration 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 them that their outside earnings for such week are the same as those for the previous week.

(c) No weekly lay-off benefit will be made for parts of a claim week as defined in Clause 10.07(2) except that:

**(i) RECALL NOT COVERED BY PARAGRAPH (c) (ii) BELOW**

An employee who has qualified for weekly lay-off benefits in accordance with Clause 10.07(2) 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 the percent of their basic weekly pay at time of lay-off specified in Clause 10.07(4)(a).

**ii) TEMPORARY RECALL FOR LESS THAN 5 SHIFTS OR TOURS OF DUTY**

An employee who has qualified for weekly lay-off benefits in accordance with Clause 10.07(2) will not have their weekly benefit payment reduced for any claim week during which they returned to the service temporarily for less than five shifts or tours of duty.

- (5) For the purpose of this clause, the term "basic weekly pay" is defined as follows:
- (a) Effective August 18, 1997, any employee entitled to a Conductor-Only Maintenance of Basic Rate incumbency or Supplemental Unemployment Benefit Plan for which a BWP has already been calculated will retain the BWP already established.
  - (b) For all other protected employees, the BWP shall be one-fifty-second (1/52) of the total earnings of such employee during the twenty-six (26) full pay periods prior to August 18, 1997.
  - (c) When computing the BWP in b) 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; laid off; regularly assigned outside this agreement; 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 basic weekly pay shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
  - (d) The BWP for employees who have all twenty-six (26) pay periods excluded, shall assume the BWP of the next junior employee whose BWP was calculated inclusive of the full twenty-six pay periods.
- (6) Registration of Supplemental Unemployment Benefit Plan
- (a) The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for temporary periods resulting from shortage of work (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to SUB.
  - (b) The implementation of this Supplemental Unemployment Benefit Plan is subject to approval by the Canada Employment & Immigration Commission.

**Letter Re: Calling Protocol - Laid Off Protected Employees**

November 19, 1992

Mr. L. O. Schillaci  
General Chairperson  
Prairie & Pacific Regions  
United Transportation Union  
404-630 8th Ave. S.W.  
Calgary, AB  
T2P 1G6

Mr. J. R. Austin  
General Chairperson  
Atlantic & Eastern Regions  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, ON  
M1H 2A5

Dear Sirs:

This has reference to our discussions with respect to the calling of protected employees on lay off status for required and unrequired positions, and has particular reference to Question 10.07(12) of the Q & A. The following represents our understanding of the calling protocol in such circumstances:

Calling Protocol - Laid Off Protected Employees

Q. Can a laid off protected employee be called to fill a required or unrequired position on an individual trip or tour of duty basis.

A. Filling Unrequired Vacancies

Protected laid off employees will not be called, on an ad hoc basis, for unrequired Brakeperson positions unless they indicate, in writing, their desire to work such positions which occur within their assigned time slot. Only the first out employee on this list will be called. Employees who fail to respond to a call for a vacancy in an unrequired position will have their SUB reduced by an amount equal to the earnings lost and will not be called again unless they again submit a written request for such work.

Filling Required Vacancies

Protected laid off employees will be called for ad hoc vacancies in required Brakeperson positions according to the following calling protocol:

Calling Protocol

In the event of a shortage of employees on the working list, protected employees, in receipt of or entitled to SUB payments, will be required to fill ad hoc vacancies in required positions, subject to the following:

1. Each day will be divided into two shifts, 0800 to 2000 hrs (day shift) and 2001 to 0759 hrs (evening shift). The Company, in consultation with the Union, will determine the proportion of employees necessary to cover these two shifts at each individual terminal. These groups will not necessarily be equally divided.
2. The proportion of employees assigned to each shift may be changed by the Company, in consultation with the Union, to coincide with operating requirements.
3. Employees, at time of lay-off, will be assigned, in seniority order, first to the 0800 time period and the remainder to the 2001 time period, in the proportions required by the Company.
4. Laid off employees will be required to be available for a call in their specified time period and must be prepared to report within the locally agreed upon calling time.



5. Employees on each list will work on a first in first out basis, i.e. the first out employee will first be called and employees completing a tour of duty will assume a position at the foot of the other list as established by time off-duty, i.e. the employee first out on the day list will rotate to the bottom of the evening list and vice versa.
6. In the event of employees failing to respond to a call during their assigned time period, SUB will be reduced by an amount equal to earnings lost and their names will be returned to the list, as specified in 5 above, when the employee who took the call returns.
7. In the event that the first out employee is not called, each list will rotate by one turn every day, i.e. the first out employee, if not called, will go to the bottom of the alternate list and again work their way up the list.
8. Current information as to an employee's standing on the calling list, including information as to whether or not such employees have elected to work unrequired vacancies, will be provided in the same manner as is done with the regular working list.
9. Notwithstanding the provisions of items 1, 2 and 3 above, in cases of a shortage of personnel, the Company may call employees from the other time period. Such employees, when contacted, will be required to report and a failure to report in these circumstances will result in a reduction of SUB. However, if missing a call in other than one's assigned time period, SUB will not be reduced nor will the employee's position on the calling list be affected.
10. The Union will be given access to the calling lists.
11. If a Brakeperson is avoidably run around, he will be paid 50 miles and hold their turn.

Should the following meet with your concurrence, please so indicate in the space provided below.

Yours truly

F.O. Peters  
 Manager Labour Relations

I Concur

I Concur

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L.O. Schillaci  
 General Chairperson

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J.R. Austin  
 General Chairperson

cc: Mr. L.H. Olson  
 Vice-President United Transportation Union  
 Site 6, Box 4 R.R. #1  
 South Edmonton, AB T6H 4N6

cc: Messrs. M.G. Mudie D.B. Campbell F.J. Green  
 K. Jansens C.E.Minto

**10.08 (1) PERMANENT RELOCATION**

- (a) If the Company determines that it is necessary to permanently relocate protected employees to an adjacent main home terminal to fill a vacancy or displace an unprotected employee then the details, including the number of relocations contemplated will be bulletined. In the application of this clause, the Company will determine areas of surplus, shortage and the number of relocations required.
- (b) Applications for bulletined, permanent relocations will be accepted from qualified Trainpersons/Yardpersons and will be awarded in seniority order. If insufficient applications are received the junior post-1979 protected employee in the terminal will be required to relocate to the adjacent terminal to meet requirements.
- (c) Successful applicants or employees required to relocate must report at the new location within eight (8) days of being advised, that they have been selected or are required to relocate, unless other arrangements are made.
- (d) Trainpersons/Yardpersons subject to immediate exercise of seniority or holding a position as a Locomotive Engineer at the surplus location will not have their bid for permanent relocations accepted.
- (e) Trainpersons/Yardpersons subject to immediate exercise of seniority to a regular position as a Locomotive Engineer at the location relocated to, will not have their bid for permanent relocations accepted.

**Note:** For the purposes of clause (d) and (e) above, a regular position is understood to be a permanent position; not filling a temporary vacancy.

- (f) Applicants must have resided at the surplus location for a minimum of twelve (12) months in order to apply to the permanent relocation bulletin. For the purpose of this clause, “resided” means that an employee has not only held a regular position at the surplus location but has also maintained their primary residence in some accommodation within a reasonable distance from the normal place of reporting for duty at the surplus location for that twelve (12) month period.
- (g) Successful applicants or employees required to permanently relocate will be entitled to claim the relocation benefits provided in Article 72, Section 2, Clause 72.15, or in lieu thereof, may elect to receive a lump sum payment of \$15,000.00 if vacating rented accommodation or \$45,000.00 if the employee either sells a home that they owned and occupied at the surplus location or buys a home at the location relocated to. In order to qualify for the lump sum of \$45,000.00 by virtue of purchasing a home at the location relocated to, the employee must have been a homeowner, not a renter, at the surplus location.
- (h) Employees who permanently relocate to the adjacent main home terminal under Clause 10.08, and later retire, voluntarily leave the location or the Company service within a three (3) year period will be required to reimburse the Company, on a weekly pro-rated basis, the gross amount, any relocation benefit received, calculated from the date that payment for the permanent relocation was processed.

Upon receipt of the invoice, the employee shall remit the required repayment by certified cheque(s) or money order(s) made payable to Canadian Pacific Railway Company. The covering cheque(s) should be sent to the Treasury Department, Canadian Pacific Railway in Calgary.

In making repayment(s), the employee required to repay any relocation allowance will be allowed to repay the amount owed in equal payments over a period of time equal to the period of time for which payments are calculated, e.g., if an employee must repay 26 weeks, pro-rated, due to the fact that they voluntarily left the location to which they relocated 26 weeks prior to the expiration of the three (3) period, they would be given 26 weeks to pay back the amount owed in full. No interest charges are to be applied.

- (i) Employees who permanently relocate to an adjacent main home terminal under this Clause 10.08 will be provided with MBR protection for such time that they remain at the new location. Continued entitlement to the MBR will be subject to satisfying the conditions outlined in Article 10. No other MBR's will be created, at either location through the application of this Article.

**10.08 (2) TEMPORARY RELOCATION**

- (a) A post March 7, 1979 employee(s) occupying non-required positions may be forced to temporarily relocate to occupy vacant required positions at adjacent main home terminals.
- (b) A post March 7, 1979 employee(s) so forced to temporarily relocate may displace a junior protected employee(s) holding a required position(s) at their home terminal in preference to moving to the adjacent main home terminal.
- (c) In such circumstances the post March 7, 1979 employee(s) would not be considered as eligible for maintenance of basic rates (MBR). The MBR will be transferred to the employee(s) who is (are) subsequently forced to temporarily relocate.
- (d) A post March 7, 1979 employee(s) directly accepting a temporary relocation will be entitled to an MBR.
- (e) The payments of a full MBR entitlement will continue to be made so long as the employee(s) occupies the vacant required position(s) at the adjacent main home terminal to which they were originally forced. In the application of this clause the Company will identify the temporary vacancies to which employees are being forced.
- (f) Employees temporarily forced may apply for temporary vacancies, according to their seniority and Collective Agreement rules, within the class of service to which they were forced, provided they work the temporary vacancy with the highest earnings, for which they are senior and qualified, their MBR will remain unaffected. If they choose to work a temporary vacancy, which is not the one with the highest earnings, their MBR will be calculated as though they were occupying the temporary vacancy with the highest earnings.
- (g) Employees temporarily forced may apply for any permanent vacancies that are bulletined within their seniority district. If however they are the successful applicant to a permanent vacancy at the terminal to which they have been temporarily forced, they will forfeit all benefits associated with being temporarily forced arising from this Article and will be considered to have become home terminated at that location.
- (h) Employee(s) who is (are) temporarily relocated under the provision of Clause 10.08(2) may be required to remain at the adjacent main home terminal for a period of 90 calendar days or the next general advertisement of assignments, whichever is the later date.
- (i) Employee(s) who is (are) temporarily relocated under the provision of Clause 10.08(2) will be supplied transportation to and from the shortage location, adequate accommodation and transportation to and from the work site, if required. Accommodation may include a Company Resthouse, if a suitable commercial facility is not available. 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. (Appendix B-46 deleted, language incorporated in Clause 10.08(2).
- (j) Employee(s) who is (are) released from the adjacent main home terminal, prior to the expiration of the time limits outlined in Clause 10.08(2)(g), will return to their regular position at their home terminal. Employee(s) will be released from the adjacent main home terminal in seniority order.

**10.09 IMPLEMENTATION OF CONDUCTOR-ONLY OPERATIONS**

With the exception of Clause 10.05, implementation of the provisions of this Article 10 on a sub-division will be at the option of the Company. A 30-day advice of such implementation will be given to the Union. Concurrently with implementation the benefits and compensation improvements will become effective for employees on that subdivision.

**10.10** On territories on which Conductor-Only train operation has been implemented pursuant to Clause 10.09, existing rules or practices, which are in conflict herewith, shall have no application.

**10.11** The parties have discussed and agreed to questions and answers relating to the application of various clauses in Article 10. Questions and answers have been revised and are attached as Annex 1 hereto.

**Letter re: Conductor-Only operations Vancouver/Coquitlam Terminal**

TORONTO, August 31, 1992

Mr. L.O.Schillaci  
General Chairperson  
United Transportation Union  
404 – 630 8<sup>th</sup> 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 Chairperson  
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 Chairperson  
United Transportation Union  
404 – 630 8<sup>th</sup> 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 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  
General Chairperson

(Sgd) L. O. Schillaci  
General Chairperson

Cc: Messrs. B. Marcolini, L. Olson

## **ANNEX 1 - QUESTIONS AND ANSWERS REFERRING TO ARTICLE 10**

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### **CLAUSE 10.02**

- 10.02 (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 Article 10, Clauses 10.02(2)(b) and 10.02(2)(d), however, payment will apply pursuant to Article 10, Clause 10.02(5), switching at the initial or final terminal.
- 10.02 (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.
- 10.02 (Q.3)** Can the Company request a sixth (6) enroute stop from a Conductor-Only crew?
- (A.3)** No.
- 10.02 (Q.4)** If, notwithstanding Q & A 10.02(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.
- 10.02 (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.
- 10.02 (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.
- 10.02 (Q.7)** How is it determined whether I have made a stop in a terminal pursuant to Article 10, Clauses 10.02(2) or 10.02(4) or a stop enroute pursuant to Article 10, Clause 10.02(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.
- 10.02 (Q.8)** Is the robotizing or making conventional of trains considered to be a stop and/or switching?
- (A.8)** No. As specified in Article 10, Clause 10.02(7) this is not considered a stop or switching and there will be no additional payment.
- 10.02 (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.
- 10.02 (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.
- 10.02 (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 Article 12, Clause 12.04, paragraph (4).

- 10.02 (Q.12)** Is the actual time occupied in performing work enroute, and for which a Conductor-Only crew is compensated as per Article 10, Clause 10.02(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 Article 10, Clause 10.02(3) is to be deducted from road time in the calculation of entitlement to overtime.
- 10.02 (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.
- 10.02 (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 Article 10, Clause 10.02 can be met.

**CLAUSE 10.03**

**10.03 (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

<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



HOME TERMINAL	EXCERCISE SENIORITY TO:
Nelson	Cranbrook
Cranbrook	Revelstoke Nelson
Revelstoke	Kamloops
Kamloops	Coquitlam Roberts Bank Revelstoke
Roberts Bank	Kamloops Coquitlam
Coquitlam	Kamloops, Roberts Bank

**NOTE:** When adjacent Home Terminals are referred to, it is understood that this includes all outpost terminals thereto.

**10.03 (Q.2)** When the general advertisements are prepared for the semi-annual bulletining, will the Local Chairperson be consulted?

**(A.2)** Yes.

**10.03 (Q.3)** In application of Article 10, Clause 10.03(3)(b), 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 Article 10, Clause 10.03(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.

**10.03 (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.

**10.03 (Q.5)** What does it mean in Article 10, Clause 10.03(3)(d)(e) 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.

**10.03 (Q5a)** What does it mean in Article 10, Clause 10.03 (3) (f) (g) 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.

**10.03 (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.

- 10.03 (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.
- 10.03 (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 Article 10.
- 10.03 (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 Article 10, Clause 10.03(3)(d), (e), (f) and (g).
- 10.03 (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.
- 10.03 (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.
- 10.03 (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 Article 10, Clause 10.03(3) (d), (e), (f) and (g) 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.
- 10.03 (Q.13)** Must Article 9, Clause 9.01(6)(a) 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 10, 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.
- 10.03 (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.

- 10.03 (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 1, Clause 1.24(18).
- 10.03 (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.
- 10.03 (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.
- 10.03 (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.
- 10.03 (Q.19)** If I am the senior Conductor in a C-O 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.
- 10.03 (Q.20)** Would a protected employee be forced to take a non-required position at an adjacent home terminal?
- (A.20)** No.
- 10.03 (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.
- 10.03 (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 BLE Collective Agreement and will no longer be governed by the Conductor-Only Agreement between CPR and the UTU.
- 10.03 (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.

- 10.03 (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.
- 10.03 (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.
- 10.03 (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:**

- A. Where there is a furlough board only
- B. 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 10.04**

**10.04 (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 9 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.

**10.04 (Q.2)** Will Trainperson holding required position on road switchers be entitled to the required Brakeperson's rate of pay?

**(A.2)** Yes.

**CLAUSE 10.05**

**10.05 (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.

**10.05 (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.

**10.05 (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.

**10.05 (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.

**10.05 (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 Article 10, Clause 10.05 of the Conductor-Only agreement?

**(A.5)** Yes.

- 10.05 (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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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 Article 10, Clause 10.05 Conductor-Only Operation in Freight Service.
- 10.05 (Q.12)** If an employee who elects Early Retirement, as detailed in Clause 10.05, 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 Article 10, Clause 10.05, Section A(b).
- 10.05 (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.
- 10.05 (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.
- 10.05 (Q.15)** If I am 64 years old, can I take the \$85,000 severance?
- (A.15)** As stated in the Article 10, Clause 10.05(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.

- 10.05 (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.
- 10.05 (Q.17)** If I am an unprotected employee, can I retain my seniority on the Yardmasters' list?
- (A.17)** An employee applying to remain in Company service will retain all seniority including Yardmaster seniority where already established.
- 10.05 (Q.18)** Will one bulletin come out concerning attrition opportunities?
- (A.18)** Yes, attrition opportunities will be bulletined.
- 10.05 (Q.19)** When will a protected employee who is awarded a severance opportunity be required to cease active service?
- (A.19)** Pursuant to Article 10, Clause 10.05(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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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.
- 10.05 (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.

**10.05 (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.

**10.05 (Q.26)** Can a Yardmaster qualify under this agreement for any of the benefits contained in Article 10, Clause 10.05?

**(A.26)** Yes, provided the following criteria are met first. The employee must have come from the ranks of Trainpersons/Yardpersons, and secondly, by separating they must facilitate the implementation of Conductor-Only operations. The right of a Yardmaster to take a benefit under Article 10, Clause 10.05 will have to be examined on a case-by-case basis.

**10.05 (Q.27)** In the application of Article 10, Clause 10.05, Section C, clauses (b) and (c), 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 10.06**

**10.06 (Q.1)** I understand that if I make myself unavailable at any period during the MBR period my MBR may be reduced. This includes booking in excess of ten hours rest at the home terminal. Does this mean that I am prohibited from booking the twenty-four hours rest provided for in the Collective Agreement?

**(A.1)** No. However, if you miss a trip, your MBR will be reduced since, under the terms of the Conductor-Only Agreement, you will have been considered to have made yourself unavailable for service.

**10.06 (Q.2)** I am in the terminal and have an MBR. Can I be forced to work at an outpost location to that terminal?

**(A.2)** If you are on an MBR it is because you have been required to fill a required position. You cannot later be forced to displace an individual at an outpost location. However, should such outpost position become vacant or if you fail to bid on it at the general advertisement of positions then, if that outpost position has higher earnings than the position you were on, your MBR will be reduced accordingly.



- 10.06 (Q.3)** Are there any instances where an employee may not be forced to work at an outpost location?
- (A.3)** No. However, if there are exceptional circumstances where the Union feels that, in a specific situation, an individual should not be required to work at an outpost location to protect their MBR or to cover a required position, the Union may raise it with the Company.
- 10.06 (Q.4)** In the application of the M.B.R. when a Trainperson books in excess of 10 hrs rest (i.e. 12 hrs) and does not lose a trip or any earnings, will their incumbency be reduced?
- (A.4)** No. The incumbency provided under the M.B.R. rules is reduced only when a tour of duty is missed as a result of an employee exercising their right to book such rest.
- 10.06 (Q.5)** In the calculation of the Basic Weekly Pay, if an employee has been off sick/injured for a period of less than 7 consecutive days, would the compensation received from W.I.B. or W.C.B. be included in the calculation of my Basic Weekly Pay?
- (A.5)** No, refer to Article 10, Clause 10.06(4). Pursuant to Clause 10.07(5) only earnings from employment are used in the calculation of basic weekly pay.
- 10.06 (Q.6)** The provisions of Article 10, Clause 10.07 (M.B.R. payment) stipulate that employees entitled to an incumbency must take the highest paying job their seniority entitles them to. Who will notify the employees what the highest paying jobs are?
- Will the employees being forced be able to displace an employee previously forced out of the higher paying job?
- (A.6)** The Company will advise employees of the higher rated positions in the home terminal.
- If more than one protected employee is being forced to required positions, they must choose the highest rated position their seniority entitles them to from the available vacancies. Subsequently they must exercise seniority to all permanent vacancies, or known temporary vacancies of 90 days or more, on higher rated positions. In either of these latter two cases, if they fail to exercise their seniority, they will be considered as occupying that higher rated position in the calculation of their incumbency.
- 10.06 (Q.7)** An employee is currently entitled to an incumbency as a result of the VIA Special Agreement. How does this affect MBR or SUB under the Conductor-Only Agreement?
- (A.7)** In the event that the earnings on the position to which such an employee is forced are less than the amount of the VIA incumbency, the VIA incumbency will continue to apply.
- In the calculation of basic weekly pay for the purpose of applying both MBR and SUB provisions, the employee's earnings in the previous 26 pay periods, including incumbency payments when applicable, are included. Refer to Article 10, Clauses 10.06(4) and 10.07(5).

#### **CLAUSE 10.07**

- 10.07 (Q.1)** Am I entitled to Supplemental Unemployment Benefits if I can hold a job?
- (A.1)** No. If you have not fully exercised your seniority rights pursuant to the SUB Plan in the Conductor-Only Agreement such that there is work available for you, you will not be entitled to Supplemental Unemployment Benefits.
- 10.07 (Q.2)** I am laid off and I have nine years of seniority. This entitles me to 260 weeks of SUB Benefits. A year later I am still laid off and I now have ten years of seniority. Does my SUB duration period increase?
- (A.2)** Yes. Even though you are on SUB, you have attained a new threshold for benefit duration. At the point that you attain ten years of seniority your duration will be increased by 156 weeks, i.e. the difference between 416 weeks and 260 weeks.

- 10.07 (Q.3)** I am on SUB and I find outside work. The result of this is that I become no longer entitled to SUB during the period I am working for this other employer. Do I still use up my SUB credits during this period?
- (A.3)** No. For any week in which there is no pay-out of SUB because you are working elsewhere you will not have any weeks deducted from your credit bank.
- 10.07 (Q.4)** I was forced from the road to the yard and obtained an MBR allowance. I am later laid off. How is my basic weekly pay for SUB purposes calculated?
- (A.4)** Refer to Article 10, Clauses 10.06(4) and 10.07(5).
- 10.07 (Q.5)** I am 55 years old and I am not a member of the CP Pension Plan. Am I allowed to sever under Article 10, Section C, Clause 10.05.
- (A.5)** Yes, you can sever. This is provided for in paragraph (c) of Section C.
- 10.07 (Q.6)** Will the Company give a notice of Lay-Off, i.e. two weeks in advance of such lay off, so employees will know prior to such lay off of their employment status?
- (A.6)** There is no notice period now provided as adjustments to pools and Spareboards are made under the mileage regulation provisions of the collective agreement.
- 10.07 (Q.7)** How will employees be paid when they are on S.U.B? Will they receive one cheque for the total, i.e. E.I. + S.U.B. or two separate cheques? How will the cheques be received, in the mail or direct deposit?
- (A.7)** E.I. and S.U.B. payments are two separate payments and will be paid separately. S.U.B. payments by direct deposit cannot be done at this time however when the necessary changes have been made in the payroll system this will be done.
- 10.07 (Q.8)** For the purpose of reporting outside earnings while on S.U.B., to whom do I report my earnings, E.I. or the Company?
- (A.8)** Outside earnings must be reported to both the E.I. and the employee's Designated Company Officer.
- 10.07 (Q.9)** An employee has been laid off in excess of 1 year and January 1, 1993 arrives, will their S.U.B. benefit be increased by the general wage adjustments similar to the M.B.R. payment?
- (A.9)** Refer to Article 10, Clauses 10.06(4) and 10.07(5).
- 10.07 (Q.10)** When a subdivision is declared Conductor-Only does this then entitle employees on the entire division/seniority district to SUB payments if they are laid off either at the time declared or subsequent to the implementation? Are SUB payments limited to the number of positions reduced account Conductor-Only operations and are MBR's treated on the same basis?
- (A.10)** The entitlement to S.U.B. arises only after January 1, 1993. Those eligible will be those at the terminals where Conductor-Only operations have been implemented. Provided the individuals are laid off because of traffic conditions, they will be entitled to S.U.B. if they meet the eligibility requirements provided in the Agreement.
- The MBR is payable to those employees forced out of a non-required position to fill a required position.
- 10.07 (Q.11)** Will employees on laid-off status continue to be eligible for Health and Welfare Benefits such as Dental and Vision Care?
- (A.11)** Present rules with respect to eligibility for benefit of employees on lay-off will not change as a result of the Conductor-Only agreement.

- 10.07 (Q.12)** Can a laid off protected employee be called to fill a required position on an individual trip or tour of duty basis?
- (A.12)** Yes, refer to Article 10, Clause 10.03(15) and appropriate calling procedures will be developed in consultation with the General Chairperson.
- 10.07 (Q.13)** Does the employee have the option to come back to work off SUB?
- (A.13)** Once notified, the employee must exercise their seniority to a position to which they are entitled at their home terminal or, in the case of post-1979 employees, to a required position at an adjacent main home terminal.
- 10.07 (Q.14)** Will time while laid off and collecting SUB be considered pensionable service?
- (A.14)** No except that if an employee has more than 20 years of cumulative service the pension plan provides that contributions are to be made by such employee for any period of layoff not exceeding 12 consecutive calendar months. A pension buyback is available; details are contained in the pension plan rules.
- 10.07 (Q.15)** Will a laid off employee be required to be up to date on CROR, RQ, etc. prior to recall for working service?
- (A.15)** There will be no increase in the incidence of laid off people as a result of Conductor-Only operations and the situation of ensuring these laid-off employees are kept qualified should be covered in the same way as in the past.
- 10.07 (Q.16)** If I am off for miles in excess of seven days in any pay period, what effect will this have on the calculation of my basic weekly rate?
- (A.16)** In computing basic weekly pay, refer to Article 10, Clauses 10.07(5) and 10.06(4).
- 10.07 (Q.17)** Could you please describe a typical situation where I could be subject to loss of SUB benefits in instances where I have not exercised my full seniority rights, especially in regard to holding a position in another terminal in my seniority territory? Must I make the move and will relocation benefits be paid if I must move under these circumstances?
- (A.17)** No protected employee will be entitled to SUB benefits if they can stand for work at their home terminal on a required or unrequired position. Furthermore, an employee with a seniority date subsequent to March 7, 1979 will be required to take a required position at an adjacent terminal, as per Article 10, Clause 10.03(3)(c) of the Conductor-Only Agreement.
- However, a person on SUB will not be required to take work at an adjacent terminal if all required positions at that terminal are filled by protected employees. However, they will be required to take a required position if it is filled by a non-protected employee or is unfilled. They will not be required to take a non-required position at the adjacent terminal.
- If required to take such position and it necessitates relocation, they will be entitled to relocation benefits pursuant to Article 10, Clause 10.08 of the Conductor-Only Agreement.
- 10.07 (Q.18)** I understand that my EI benefits can be cut when I work and am paid for such work. I further understand that I will not have my SUB benefit payment reduced by the Company for any claim week when I have been returned to service for less than 5 shifts or tours of duty. How will taking a temporary vacancy for one or two shifts or tours of duty with the Company affect my SUB payments, including my entitlement to EI benefits?
- (A.18)** Under EI rules an individual is entitled to earn up to 25% of the amount of their EI entitlement without affecting their benefit. Under SUB application any outside earnings, regardless of amount, are deducted from the SUB payment. However, as indicated in the question, an individual is permitted to be recalled for less than 5 shifts or tours of duty without having their SUB payment reduced. It could however, dependent on the amount, affect their EI benefit as indicated.

There is another factor however, that should be mentioned. Under the rules which an SUB plan is registered for Employment Insurance purposes, the maximum amount from all sources an individual is entitled to receive is 95% of their earnings while working. In some instances therefore, dependent on the earnings the individual makes when recalled to duty for 5 shifts or less, their SUB payment may have to be reduced to conform with this maximum.

- 10.07 (Q.19)** I own my own business; however I do not receive a wage from the operation as I employ others to work for me. If I am laid off, how will this affect my entitlement to SUB?
- (A.19)** The outside earnings deducted from an individual's SUB are those amounts defined as earnings for Employment Insurance purposes. If an individual does not have earnings that must be reported with respect to EI, then they will have no earnings that will be deducted from their SUB payment. However, should EI determine that any income from their business constitutes earnings for EI purposes; such amount will be deducted from their SUB.
- 10.07 (Q.20)** If I'm off on SUB and get hurt off the job and am unable to take work on a temporary basis, how will this affect my SUB? If I am called back to work on a permanent basis but am unable to work due to such an injury, will I be able to claim WIB?
- (A.20)** After an individual on SUB becomes sick or injured to the point that they would be unable to work if recalled, then they are no longer entitled to SUB. If, however, they meet the eligibility requirements for entitlement to weekly indemnity, then they will be entitled to WIB benefits.
- 10.07 (Q.21)** If I am on SUB and wish to cease receiving my benefits, whom should I contact?
- (A.21)** Notification should be given to the Designated Company Officer.
- 10.07 (Q.22)** I returned to work only two days into my benefit week, how will my credit bank be debited?
- (A.22)** If application is made for Supplemental Employment Benefits for that week, the bank will be debited with one week.
- 10.07 (Q.23)** An employee on SUB is also receiving E.I. benefits. The E.I. informs the individual that an outside job is available and the employee refuses and is disqualified for E.I. payments. Does the Company pay the employee the full amount entitled under the SUB plan?
- (A.23)** No. In these circumstances, they are not entitled to any SUB payments during the period they are disqualified by E.I.

#### **CLAUSE 10.08**

- 10.08 (Q.1)** I am an employee living in location `B' which is half way between `A' and `C', I work in terminal `A' and am forced to go to terminal `C' to work. Will I be able to claim the relocation monies?
- (A.1)** The relocation benefit is not intended to be a "windfall" and cases such as this will be addressed individually. In any event it should be understood that any eligibility will be dependent on selling owned or vacating rented accommodation in which the employee is presently residing.

#### **CLAUSE 10.09**

- 10.09 (Q.1)** Is Conductor-Only operation irreversible?
- (A.1)** Once a territory is designated Conductor-Only this will not be changed. However, the Company reserves the right to operate any train with a crew comprised of more than a Conductor without jeopardizing the designation of this territory as Conductor-Only.

**10.09 (Q.2)** When a subdivision(s) from a home terminal are declared Conductor-Only, do the assignments and subdivisions running out of an outpost terminal also become Conductor-Only?

**(A.2)** No, unless the subdivisions running out of the outpost terminal are specifically referred to in the notice.

**CLAUSE 10.10**

**10.10 (Q.1)** Are deadheading employees entitled to the length of train allowance, length of run allowance, etc.?

**(A.1)** No.

**10.10 (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.

**10.10 (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 31.

**10.10 (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.

**10.10 (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.

**10.10 (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.

**10.10 (Q.7)** Under the application of Article 15, Clause 15.10(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.

- 10.10 (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.
- 10.10 (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.
- 10.10 (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 1.15?
- (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.
- 10.10 (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.
- 10.10 (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.
- 10.10 (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.
- 10.10 (Q.14)** What happens when an employee is held for service and not used within the 5 hours specified by Article 15, Clause 15.10 (3)?
- (A.14)** If the individual has not been ordered for service they will be deadheaded home.
- 10.10 (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)** A. This provision will be complied with so long as the employee is called and on duty within five hours.
- 10.10 (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.
- 10.10 (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.

- 10.10 (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.
- 10.10 (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.
- 10.10 (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 Article 15, Clause 15.10(1) of the Conductor-Only Agreement is to provide for unforeseen occasions that may arise from time to time.
- 10.10 (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.
- 10.10 (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.

## **ARTICLE 11 - FILLING OF VACANCIES - WEEKLY PLACEMENT PROCESS**

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**Note:** Original Article 11 entitled Mixed Train Service is archived as Article 11 in the Archived Document.

- 11.01** 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 (January 17, 2005). If unable to implement within the specified time frame, issues may be advanced to the appropriate General Manager and General Chairman.
- 11.02** These procedures are designed to eliminate mid week displacements and consequently provide employees a more stable work place.
- 11.03** 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(s)
  - (d) Movement to or from vacancies.
- 11.04** 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.
- 11.05** 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.
- 11.06** The Company will post job abolishments, permanent vacancies, new assignments and known vacancies at an agreed upon date/time on a weekly basis.
- 11.07** Bids for weekly crew change will close between 1200 on the Thursday and 1200 on the Friday preceding the change unless otherwise mutually agreed.
- 11.08** 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.
- 11.09** 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.
- 11.10** Employees will advise the CMC of their desired changes through a weekly bid.
- 11.11** Administration of the agreement will be done locally and any unresolved issues may be advanced to the General Chairman and General Manager.
- 11.12** 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.



## **ARTICLE 12 - FREIGHT SERVICE**

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### **12.01 Rates of Pay**

For rates of pay, see Article 1.

### **12.02 (1) Graduated Rates**

Except on territory to which paragraph (2) hereof applies, basic rates in all train service, other than passenger, shall be increased by the rates specified in Article 1, 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.

### **(2) Train Length Allowance**

On territories on which Conductor-Only train operation has been implemented pursuant to Article 10.09, Conductors and Brakepersons in any class of freight service will be entitled to the 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 as contained in Article 1, Clause 1.15.

### **12.03 (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 24 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 24.

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 29 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 29 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 24, 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 29, 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.

#### **12.04 Initial Terminal Time**

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 9 and 10, 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 caboosless 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 Article 10.02(2)(b) 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.<sup>1</sup>

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<sup>1</sup> See Letter Re: Initial time when transported to Away-from-home-terminal (AFHT) appended at end of Article.

## **12.05 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)).

## **12.06 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, Clause 12.03(2), from arrival of locomotive at, until departure of locomotive from outer main track switch or designated point, 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 Chairperson. 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 12.07 will apply.

Time paid under this clause will be paid in addition to pay for the trip but will be deducted in computing overtime.

## **12.07 Payment at Junction Points**

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 locomotive arrives at until it departs from outer main track switch or designated point. 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.

## **12.08 Conductor-Only Enroute Payment**

When a Conductor-Only crew is required to perform work enroute defined in Article 10.02(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 Clause 10.02(3) during a tour of duty. If this work is performed at the pay points referred to in clauses 12.06 and 12.07 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 Clause 10.02(3) at a fourth (4) and fifth (5) stop enroute shall not be paid pursuant to this rule.<sup>2</sup>

## **12.09 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 9 and 10 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.

It is understood the train is not considered yarded until it has been secured.

Final terminal time, except time occupied in switching, will be used to make up a minimum day.

Trainpersons used individually for service at the final terminal will submit their own wage ticket.

Time paid for under this Clause 12.09 will not be included when computing overtime. When a Conductor-Only crew is required to perform work at the final terminal defined in Clauses 10.02 (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.

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<sup>2</sup> See Letter Re: Off-Mainline/Conductor Only premium payment Enroute (EC) appended at end of Article 14.

### 12.10 Designated Points at Terminals

For the purpose of computing initial and final terminal time the following are the designated points agreed upon:

<b>Thunder Bay</b>	
West	Westfort

<b>Winnipeg</b>	
East via Lac Du Bonnet Sub	Murdock
East via Keewatin Sub.	Whittier
South via Emerson Sub.	Paddington
West	Rugby

<b>Brandon</b>	
West	18 <sup>th</sup> Street

<b>Calgary</b>	
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

<b>Lethbridge</b>	
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

<b>Coquitlam</b>	
Leaving Eastbound	Mile 110.0 Cascade Subdivision
Arriving Westbound	Mile 108.0 Cascade Subdivision

### 12.11 Freight Crews Handling Passenger Trains out of Vancouver

Archived, formerly 11(k).

### 12.12 Guarantee

Language incorporated into Article 73, formerly 11(i).

### 12.13 Mountain Pusher Payment

Archived, formerly 11 (m).

## 12.14 Expanded Crew Change Locations

- a) 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.
- b) Payment for running long within an expanded crew change point will be time or miles, which ever 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.
- c) 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 roadswitcher or a crew normally assigned to their territory will be deemed to have reached the objective terminal for the purposes of the fixed mileage.
- d) 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.

- e) 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.
- f) Crews called in turnaround service will not be required to run through an expanded crew change point.
- g) This rule relaxes restrictions in Article 37.02 of this collective agreement.

### Expanded Crew Change Location Questions & Answers

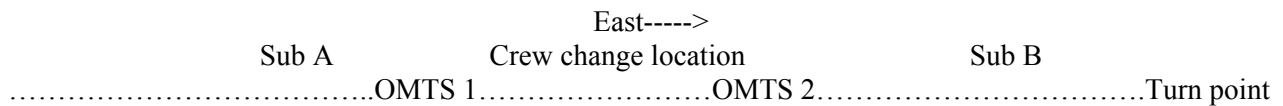
- Q1. What is the purpose of the expanded crew change location agreement?
- A1. The purpose is to improve operational flexibility, particularly at locations where capacity is an issue. Congestion can be reduced by having an ability to stop short of a traditional change point or running beyond a traditional 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 roadswitcher 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 roadswitcher is not immediately available to provide relief, you are entitled to claim the fixed mileage for that run.

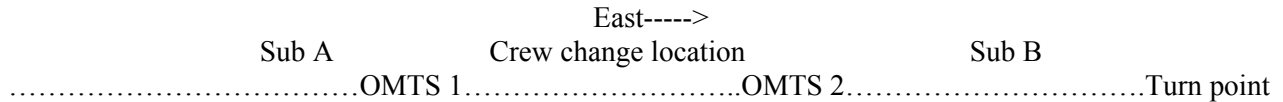
Crews will be advised by the Company prior to tie-up if they are being relieved by a crew or a roadswitcher that normally operates over their territory. If not so advised, crews may claim the fixed mileage where applicable.

- 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?



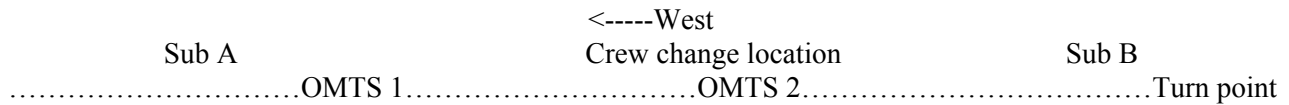
- A6. In addition to either the fixed mileage or appropriate dual method of pay for Subdivision A, the crew will be paid the following: Running miles between OMTS 2 to the turn point. Time at the turn point. If running back with the locomotives, miles from the turn point to OMTS 2, and time until off 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.)



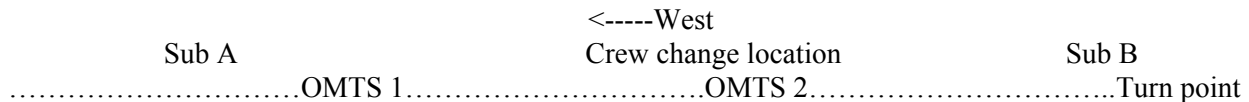
A8. In addition to either the fixed mileage or appropriate dual method of pay for Subdivision A, the crew will be paid the following:

- 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:

- a) making a claim under the dual method of pay for Subdivision A, or;
- b) 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 & DR

**Letter Re: Initial time when transported to 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  
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Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
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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: Initial time when transported to Away-from-home-terminal (AFHT)

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 Chairperson (UTU-West)

D. C. Curtis  
General Chairman (BLE-West)

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

R.S. McKenna  
General Chairman (BLE-East)

## **ARTICLE 13 - CONVERSION OF RATES**

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**13.01** Archived, formerly 12(a).

**13.02** 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.

Stops or switches in connection with service paid for under any other rules, will be excluded for the purpose of converting to Wayfreight rates.

At points where a stop is counted, a switch will not be counted and vice versa.

**13.03** 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.

## **ARTICLE 14 - RUNNING OFF MAIN TRACK**

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**14.01** 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<sup>3</sup>.

**14.02** A side trip on a branch line shown in the timetable as a subdivision does not constitute running off the main track.

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<sup>3</sup> See Letter Re: Off-Mainline/Conductor Only Premium payment Enroute (EC) appended at end of this Article.

**Letter Re: Off-Mainline/Conductor Only Premium Payment En route (EC)**

March 21, 2003

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
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Suite 306 – 8989 Macleod Tr. S  
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Calgary AB T2H0M2

RE: Off - Mainline / Conductor Only premium payment En route (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 en route location.

At issue was whether or not the collective agreement contemplated duplicate payment in circumstances where a Conductor-only crew performed switching en route 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 en route 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 Chairperson (UTU-West)

D. C. Curtis  
General Chairman (BLE-West)

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

R.S. McKenna  
General Chairman (BLE-East)

## **ARTICLE 15 - FIRST-IN AND FIRST-OUT**

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### **15.01 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.

### **15.02 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.<sup>4</sup>

### **15.03 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 16, will do so from the time of arrival of the crew which took the turn.

### **15.04 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.

### **15.05 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 15.08, 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.

**15.06** 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.

**15.07** 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.

**15.08** 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.

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<sup>4</sup> See Letter Re: Runaround at Away from home terminal (AFHT) appended to the end of this Article.

**15.09** 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.

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.

**15.10** On territories on which Conductor-Only train operation has been implemented pursuant to Clause 10.09, Conductors and Trainpersons may, notwithstanding the provisions of Clause 15.01 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 Clauses (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.



**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: Runaround**

November 13, 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 runarounds.

To address these issues, it was agreed that locations where concerns regarding runarounds are identified, local representatives and local management will meet in the interest of addressing same.

Should the parties locally fail to come to terms to resolve the issue, the respective General Chairman and General Manager will meet within thirty days to resolve the issue. This timeline may be extended by mutual agreement.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

Mr. D. Able  
General Chairman- Engineers West

Mr. D. Finnson  
General Chairman- Trainmen West

Mr. R. Hewitt  
General Chairman- Engineers East

Mr. D. Genereux  
General Chairman- Trainmen East

## **ARTICLE 16 - HELD-AWAY-FROM-HOME TERMINAL**

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### **16.01 Unassigned Service**

- (1) Trainpersons 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 on the minute basis at 12 1/2 miles per hour at the rate of class of service last performed for all time held in excess of 11 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Trainpersons held longer than 11 hours will be paid for the first 8 hours or portion thereof in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crew member 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, Trainpersons in pool freight and in unassigned service working on a territories on which Conductor-Only train operation has been introduced and held at other than the home terminal longer than 10 hours without being called for duty will be paid on the minute basis at 12-1/2 miles per hour, at the rate of the class of service last performed, for all time held in excess of 10 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Trainpersons held longer than 10 hours will be paid for the first 8 hours or portion thereof in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crew member either takes control of their train or locomotives for the working trip, or when deadheading, actual departure from the terminal.

### **16.02 Assigned Service**

- (1) Except in cases of wrecks, snow blockades or washouts on the subdivision to which assigned, Trainpersons 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 Trainpersons are required to report for duty.

#### **General**

- 16.03** Except as otherwise provided herein, should a Trainperson be called for service after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service.
- 16.04** Except as otherwise provided herein, should a Trainperson be ordered to deadhead after pay begins, held-away-from-home terminal time shall continue until the deadheading Trainperson actually departs.
- 16.05** Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
- 16.06** For the purpose of applying this rule the Company will designate a Home Terminal for each crew in pool freight and in unassigned service.
- 16.07** Miles paid under the terms of this Article will not be included in calculating miles used for the purpose of regulating pool complement.
- 16.08** 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 Management Centre will meet in the interest of addressing same, at the request of the Union.

## ARTICLE 17 - MONTHLY MILEAGES

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**17.01** The mileage for which Trainpersons are paid will be limited to avoid mileage per month in excess of the following limitations:

Passenger Service	5,700 Miles
All other services, including Spareboard	3,800 Miles

**17.02** 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.

**17.03** Archived (Formerly Article 16(a), third paragraph)

**17.04** Trainpersons will be required to lay off for the remainder of their monthly period when the equivalent of 5,700 miles in passenger service or 3,800 miles in freight service has been reached. Mileage in excess of the maximum will go to spare employees.

**17.05** When maximum mileage is not made in any one monthly period, the deficiency in mileage cannot be made up in the following period.

**17.06** 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.

**17.07** 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.

**17.08** 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 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.

**17.09** 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.

**17.10** 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.

**17.11** 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 Chairperson.

**17.12** 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:

Deadheading

Jury Duty

Bereavement Leave

Attending Court

Special Service

Late Cancellation of Assignment

Held for Company Service

Annual Vacation

Cancelled after reporting for duty (when paid at least a minimum day)

Attending Safety Committee Meeting (when paid lost earnings)

Miles paid for while in Engineer's Training Program during mileage period in which the employee returns to the Trainperson's working list.

## **ARTICLE 18 - WAYFREIGHT SERVICE**

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**18.01** For rates of pay see Article 1.

**18.02** 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.

**18.03** 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 15.02.

**18.04** If the work on any wayfreight or switching run is unduly heavy it will be lightened by employing an additional Brakeperson.

**18.05** Except for Clauses 1.09, 12.03(2) and 12.11 (archived), the provisions of Article 12 and Clause 73.06 apply to wayfreight service.

## **ARTICLE 19 - ROAD SWITCHER SERVICE**

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**19.01** 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 Chairpersons 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 Chairperson.

For rates of pay see Clause 1.12. Overtime shall be paid for on the minute basis at a rate per hour of 3/16th of the daily rate.

**19.02** 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.

**19.03** 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 pro rated according to the number of calendar days on the assignment as related to the number of calendar days in that month.

**19.04** 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 9 and 10. 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.

**19.05** The term "Road Switcher" as used in this Article does not apply to passenger, work or mixed train assignments.

## **ARTICLE 20 - ROAD SERVICE - ASSIGNED SERVICE CONDITIONS**

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**20.01** 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.

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.

Local Officers of the Company and Local Chairperson may make arrangements by mutual agreement or a Road Switcher assignment to have different bulletined starting times on different days of the week.

**20.02** 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.

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.

- 20.03** 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 Article 39.06(1).
- 20.04** 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.
- 20.05** 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.
- 20.06** 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.

## **ARTICLE 21 - WORK TRAIN SERVICE**

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- 21.01** 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.
- 21.02** 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.
- 21.03** (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.
- 21.04** (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.

- 21.05**
- (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) 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. Senior employees will not be required to hold unassigned work trains when junior employees are available. 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.

- 21.06** 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 Chairperson 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 21.16.

- 21.07** 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 21.04.

- 21.08** 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.



- 21.09** 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.
- 21.10** 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.
- 21.11** (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.
- 21.12** 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.
- 21.13** 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 recognised confines of yard or switching limits.
- 21.14** 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.
- 21.15** 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 en route 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.

**21.16** 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.

**21.17** 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.

In the application of this rule it is recognized that unexpected situations which can not 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.

## **ARTICLE 22 - ROAD SERVICE - FULL CREW**

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**22.01** When freight crews are called out for any service the full crew will be used subject to the provisions of Articles 9 and 10.

## **ARTICLE 23 - ROAD SERVICE - EXTENSION OF YARD SWITCHING LIMITS**

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

**23.02** 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 officers of the Company and the General Chairperson. The concurrence of the General Chairperson will not be withheld when it can be shown that changes are necessitated by industrial activities and/or territorial extension of facilities. Yard limit signs 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 Service employees.

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

## **ARTICLE 24 - ROAD SERVICE - DEADHEADING**

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### **Straightaway Deadheading and Combination Deadheading**

**24.01** 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.

**24.02** Locomotive Engineer and/or Trainperson will not be entitled to claim deadheading in the exercise of seniority rights or as a result 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.

**24.03** 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 runaround.

- 24.04** 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 their private automobile, they will be reimbursed at the rate as specified in Clause 1.20.

### **Straightaway**

- 24.05** 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 ½ 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.

### **Combination**

- 24.06** 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:

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. 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.

### **Turnaround Combination Service**

- 24.07** Locomotive Engineer and/or Trainperson in through freight service will be run first in - first out.
- 24.08** 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 runaround by unassigned Locomotive Engineers and/or Trainperson called for turnaround combination service over the same route except as provided in clause (24.09) below.
- 24.09** 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.

- 24.10** 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.
- 24.11** 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 can not book rest, as provided for by the existing, applicable collective agreement(s), within the 12 hours provided for in Clause (24.13) below.

- 24.12** 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.
- 24.13** Except as provided in Clause 24.14, 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.
- 24.14** 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 that 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.

- 24.15** 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 Clause 24.08 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 Clauses 10.02(2), 10.02(4), 12.04 and 12.09 of this agreement.

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 crew will be compensated for the time switching at the turnaround point with a minimum payment of one (1) hour.

- 24.16** 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.
- 24.17** Archived (Formerly 22.17)
- 24.18** In order to reduce TCS calls, subject to the approval of the General Chair(s) and the General Manager, and with prior notification to Industrial Relations, local rules will be permitted which will assign unassigned freight trains.

**Letter Re: TCS**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to concerns you raised during bargaining pertaining to TCS.

To address these issues, it was agreed that during the closed period, the parties would jointly review and, where appropriate pilot alternatives to TCS on a trial basis that address the concerns of all. Such alternatives may include by mutual agreement assigning of trains or other options. This process does not preclude suggestions put forward to the General Chairs and General Manager from the local level.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## **ARTICLE 25 - ROAD SERVICE - MISCELLANEOUS SERVICE**

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### **25.01 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 12.06. 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.

### **25.02 Turning Engines or Other Equipment**

Archived (Formerly Clause 23.2)

### **25.03 Loading Stock**

Archived (Formerly Clause 23.3)

### **25.04 Cleaning Coaches**

Archived (Formerly Clause 23.4)

### **25.05 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.

### **25.06 Heated Cars**

Archived (Formerly 23.6)

### **25.07 Meals Enroute**

- (1) 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.
- (2) Trains will not be delayed nor train operations disrupted solely as a result of stopping trains to eat.
- (3) 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.
- (4) 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.

- (5) 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.

## **25.08 Payment for Periodic Medical and Rules Examinations**

### **(1) Periodic Medical Examinations**

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. (Reference Appendix B-19, which is archived)

### **(2) Periodic Rules Examinations**

Archived (Formerly Clause 23.8)

## **25.09 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 paragraph (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 a Trainperson received compensation by the Company, the General Holiday pay shall be an amount equal to the compensation paid for jury duty on that day.

## **25.10 Student Training**

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 Article 1 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.

**25.11 Clause deleted, see Article 36**

**25.12 Rules Qualification Training and Examination**

- (1) 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:
- (2) 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.
- (3) With respect to employees covered by paragraph (1) 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.
- (4) Employees covered by paragraph (2) 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.
- (5) 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.
- (6) Employees attending a training program in accordance with this Clause 25.12 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**

<b>Class of Service</b>						
<b>Yard Service</b>	<b>Jan 1, 2003</b>	<b>Jan 1, 2004</b>	<b>Dec 31, 2004</b>	<b>Jan 1, 2005</b>	<b>Dec 31, 2005</b>	<b>Jan 1, 2006</b>
Yard Foreman	\$187.39	\$193.01	\$195.01	\$199.89	\$201.89	\$207.95
Yard Helper	\$170.49	\$175.60	\$177.60	\$182.04	\$184.04	\$189.56
Yard Service Employee	\$193.06	\$198.85	\$200.85	\$205.87	\$207.87	\$214.11
Yard Service Helper	\$176.42	\$181.71	\$183.71	\$188.30	\$190.30	\$196.01
Car Retarder Operator	\$195.09	\$200.94	\$202.94	\$208.01	\$210.01	\$216.31
Intermodal Conductor/Foreman						
Coquitlam	\$214.65	\$221.09	\$223.09	\$228.67	\$230.67	\$237.59
Calgary	\$201.39	\$207.43	\$209.43	\$214.67	\$216.67	\$223.17



<b>Road Service</b>	<b>Jan. 1, 2003</b>	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan.1, 2006</b>
Conductor, Roadswitcher	\$189.00	\$194.67	\$199.54	\$205.53
Brakeman, Roadswitcher	\$168.53	\$173.59	\$177.93	\$183.27
Conductor Freight	\$172.43	\$177.60	\$182.04	\$187.50
Brakeman Freight	\$151.98	\$156.54	\$160.45	\$165.26
<b>Commuter Service</b>	<b>Jan. 1, 2003</b>	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan.1, 2006</b>
Conductor Vancouver	\$242.16	\$249.42	\$255.66	\$263.33
Conductor & Assistant Conductor	Guarantee Rate			
Brakeman & Baggage man	Guarantee Rate			

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.

- (7) In the event an employee is removed from the working list on a day(s) preceding a training course<sup>5</sup> or is kept off the working list by the company on a day(s) following the course due to attendance at such a course<sup>6</sup> 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 paragraph (7) of Clause 25.12 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.

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

**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.

**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.

- (9) 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.

<sup>5</sup> See Letter Re: Appropriate time to be held off in advance of RQ training appended at end of Article 25.12

<sup>6</sup> See Letter Re: Payment following RQ training appended at end of Article 25.12.

**Letter Re: Appropriate time to be held off in advance of RQ training**

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: Appropriate time to be held off in advance of RQ training.

Dear Sirs,

This refers to your concern regarding the appropriate point in time that employees should be held off in advance of RQ training to ensure they have the ability to report for said training in a properly rested condition.

Taking travel into consideration when training is not provided at the home location, our objective is to ensure that employees have adequate rest prior to attending RQ training. 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 Chair(s) for resolution.

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: Payment following RQ Training**

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  
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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: Payment following RQ training

Dear Sirs,

This refers to our discussions during main table negotiations regarding payment following attendance at RQ training.

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.

Further to the above, in such circumstances, this will confirm that employees will establish their turn in their respective pool or spare board immediately upon being released from RQ. Employees may book rest following RQ in accordance with their collective agreement.

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)

**25.13 Instruction Classes (Other Than RQ Training)**

Employees required by the Company to attend instruction classes other than Minimum 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 be made for less than 4 hours.<sup>7</sup>

**Other Training, Rate Per Hour - 4-Hour Minimum**

<b>Class of Service</b>						
<b>Yard Service</b>	<b>Jan 1, 2003</b>	<b>Jan 1, 2004</b>	<b>Dec 31, 2004</b>	<b>Jan 1, 2005</b>	<b>Dec 31, 2005</b>	<b>Jan 1, 2006</b>
Yard Foreman	\$23.42	\$24.12	\$24.37	\$24.98	\$25.23	\$25.99
Yard Helper	\$21.31	\$21.95	\$22.20	\$22.76	\$23.01	\$23.70
Yard Service Employee	\$24.14	\$24.86	\$25.11	\$25.74	\$25.99	\$26.77
Yard Service Helper	\$22.05	\$22.71	\$22.96	\$23.53	\$23.78	\$24.49
Car Retarder Operator	\$24.39	\$25.12	\$25.37	\$26.00	\$26.25	\$27.04
Intermodal Conductor/Foreman						
Coquitlam	\$26.85	\$27.66	\$27.91	\$28.61	\$28.86	\$29.73
Calgary	\$25.17	\$25.93	\$26.18	\$26.83	\$27.08	\$27.89

<b>Road Service</b>	<b>Jan. 1, 2003</b>	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan.1, 2006</b>
Conductor, Roadswitcher	\$23.62	\$24.33	\$24.94	\$25.69
Brakeman, Roadswitcher	\$21.07	\$21.70	\$22.24	\$22.91
Conductor Freight	\$21.56	\$22.21	\$22.77	\$23.45
Brakeman Freight	\$19.00	\$19.57	\$20.06	\$20.66
<b>Commuter Service</b>	<b>Jan. 1, 2003</b>	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan.1, 2006</b>
Conductor Vancouver	\$30.27	\$31.18	\$31.96	\$32.92
Conductor & Assistant Conductor	\$21.56	\$22.21	\$22.77	\$23.45
Brakeman & Baggage man	\$19.00	\$19.57	\$20.06	\$20.66

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.

- 25.14 The provisions of Clause 25.12 and 25.13 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 Clause 25.12 or any other training in accordance with the provisions of Clause 25.13 above as a result of a disciplinary measure.
- 25.15 The provisions of Clause 25.12 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.
- 25.16 Spare employees working a combined Trainperson/Yardperson Spareboard will be paid at the applicable freight rate with respect to training pursuant to Clauses 25.12 and Clauses 25.13 above. On other Spare boards employees will be paid at the rate of the class of service they are protecting.

<sup>7</sup> See Letter Re: Other than RQ Training/4-hour Safety Meetings appended at the end of this Article 25.

**Letter re: Starting rate provisions**

CP Rail

MONTREAL, May 9, 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

Dear Sirs:

This refers to our recent discussions concerning the Memorandum of Agreement amending the U.T.U. Collective Agreement, and in particular to the starting rate provisions of the Agreement.

You were advised that inasmuch as Trainpersons/Yardpersons trainees were not performing actual working service while engaged in the training program their rate of pay is a training rate and not a job rate. It is, therefore, inappropriate to apply the starting rate provisions to Trainperson/Yardperson trainees. They continue to be paid the full training rate while in the training program. It is only following successful completion of training that these employees first perform true working service for the Company in a Trainperson or Yardperson position and are paid a job rate. It is only at that time that the starting rate provisions become applicable and accordingly that is the appropriate time to commence the calculation of compensated service.

Yours truly,

(Sgd.) L.A. Clarke

Manager, Labour Relations

**Letter Re: Other than RQ Training/4-hour Safety Meetings**

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  
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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: Other than RQ Training / 4 hour Safety meetings

Dear Sirs,

This refers to those instances when 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.

In the aforementioned circumstance, it is agreed that "Other than RQ Training" rates will apply. However, the Company does reserve 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.

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)

## **ARTICLE 26 - ROAD SERVICE - DOUBLE HEADING & HELPING**

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Archived (Formerly Article 45)

## **ARTICLE 27 - ROAD SERVICE - CALLING**

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- 27.01** 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.; they will be called for a specified time. If other than local telephone service is used, employees will be required to accept long distance charges, however, this will not apply where centralized crew calling is established. (Appendices B-17, B-20, and B-22 are archived).
- 27.02** Conductor, Trainperson and Yardperson when called will be called for a specific time in all services.
- 27.03** (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 the transcript of the requested portion, will be retained and furnished upon request.
- 27.04 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 clause 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.

**Letter re: calling employee – use of taxi**

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 concerns discussions during negotiations concerning both the Company and Union's demands on Calling.

The position of the Union was that employees should be permitted to make arrangements, in writing, with appropriate Company Officers to provide that in instances where an employee could not be reached by telephone for a call to duty, that a taxi firm would be called to provide for a call at the employee's calling place. Under such circumstances, previous arrangements would be made between the employee and the taxi firm to provide for such a call at the employee's expense.

This will confirm that such local arrangements may be made and that, in the event the employee cannot be reached by telephone for a call to duty, then, the Company will call the taxi firm indicated by the employee. The taxi firm will then deliver the call to the employee's residence and the Company will be notified of the status of the call either by the employee or the taxi firm as the case may be. The expenses associated with the taxi firm will be borne by the employee.

Yours truly,

(Sgd.) L.A. Clarke

Manager, Labour Relations



## **ARTICLE 28 - ROAD SERVICE - CALLED AND CANCELLED**

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**28.01** 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<sup>8</sup> 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.

**28.02** Trainmen at the home terminal cancelled prior to commencing work will be entitled to book up to eight hours rest.

**28.03** Trainpersons will not be considered to have started work until they have actually started their train or commenced to switch.

**28.04 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.

### **Letter Re: Called & Cancelled/Conductor Only premium payment (CT) – Initial Terminal**

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

RE: Called & Cancelled / Conductor Only premium payment (CT) – Initial Terminal

Dear Sirs:

This is in regards to our conversations in Calgary pertaining to the eligibility of Conductors to a Conductor-only premium payment at the initial terminal when cancelled after having performed switching.

It was resolved that 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 article 28 (West) and 25 (East) of the CPR-CCROU (UTU) collective agreement as well as the CT claim. No payment, however, would be provided for initial time.

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.A. Warren  
General Chairperson (UTU-East)

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<sup>8</sup> See Letter Re: Called & Cancelled – Conductor Only premium (CT) – Initial Terminal appended at end of Article.

## **ARTICLE 29 - ROAD SERVICE - REST RULE**

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- 29.01** 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, except as provided in Clause 29.02.
- 29.02** 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.
- 29.03** 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 provisions causes problems, the matter will be discussed between the General Manager and General Chairperson with the intent to resolve.
- 29.04** 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.
- 29.05** Employees desiring rest en route 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.
- 29.06** 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 en route, 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 these arrangements, 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.
- 29.07** 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.
- 29.08** Employees who book rest en route 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 29.09 below are applicable. For the purpose of this Clause, an intermediate point in work train service, as described in Clause 21.11, will be considered as an objective terminal.

- 29.09** When, due to circumstances beyond the Company's control, such as impassable road conditions, it becomes necessary to take rest en route, 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.
- 29.10** Time off duty on rest will be deducted in computing time for the continuous trip.
- 29.11** Employees taking rest en route must first clear trains that could otherwise be unable to proceed. Under normal circumstances this should not require employees to work beyond the time rest is due to commence.
- 29.12** 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 premium payment of \$80.00 as outlined in Clause 29.13 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.
- 29.13** Employees who have not requested rest in accordance with Clause 29.05 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 premium payment of \$80.00 in addition to all other earnings for their tour of duty.
- 29.14** The premium payment referred to in Clause 29.12 and Clause 29.13 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 Chairperson and the General Manager.
- These Clauses will apply to the Revelstoke/Golden Agreement, Sparwood Runthrough Agreement, and Roadrailer Agreements. The premium payment does not apply to Turnaround Combination Service (TCS).
- 29.15** 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.
- 29.16** 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 that results in the employee making himself or herself unavailable for duty on that day shall result in a reduction of any guarantee payable.

**Letter Re: Rest**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to concerns you raised during bargaining pertaining to getting crews in and off duty within 10 hours when they have given notice for rest.

To address this issue, it was agreed that at locations where abuse of this provision is identified by the General Chair, the appropriate General Chair, General Manager-Field Operations and the General Manager- NMC, would meet within thirty days to resolve the issues.

It was further agreed that within 12 months of ratification, the Company would establish metrics to measure compliance with the "in and off" provision on a terminal by terminal basis. Such metrics will be available to the General Chairs upon request.

Yours truly,

I Concur:

J.M. Franczak  
Assistant Vice President  
Transportation

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## **ARTICLE 30 - ROAD SERVICE - ATTENDING COURT & HELD OFF ON COMPANY BUSINESS**

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- 30.01** (1) Trainperson who is on regular assignment or is 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 the Coroner's inquest is communicated through the Company, will be compensated to the extent of wages which would have earned, except for their absence as a result of such call.
- (2) Trainperson 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 the Coroner's inquest is communicated through the Company, if time lost will be allowed a minimum day at through freight rates per day of 24 hours or portion thereof.
- (3) If Trainperson is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away-from-home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If a Trainperson 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.

### **30.02 Held off on Company's business**

Except as provided for in Article 70, Trainpersons held off duty on Company's business or by order of the Company's Officers will be paid at schedule rates for time lost in accordance with Clause 30.01, paragraphs 1 and 2, and actual reasonable expenses while away from home.

## **ARTICLE 31 - ROAD SERVICE - PILOTING**

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- 31.01** 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.
- 31.02** 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 15. In these circumstances the Conductor will have the right to pilot engine if they so desire, otherwise the senior qualified Brakeperson will be used.

## **ARTICLE 32 - ROAD SERVICE - CABOOSE RULES**

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Archived (Formerly Article 30)

## **ARTICLE 33 - ROAD SERVICE - RUN-THROUGH (POOLED) CABOOSES**

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- 33.01** Run-Through (Pooled) Cabooses may be operated on any or all regions or segments thereof subject to the following conditions:
- (1) At least 30 days notice prior to the date on which run-through (pooled) cabooses are to be implemented will be given to the General Chairperson and Trainpersons affected. Such notice will specify the territory involved.

- (2) Except as provided in Paragraphs 33.01 (4) and (13) new rest house will be provided by the Company at away-from-home terminals for Trainpersons, using run-through (pooled) cabooses other than at Field, White River, Windsor and St. Luc where present rest houses may be enlarged. Rest houses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms, with a floor area of eighty (80) square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, opaque window blinds, will be provided in addition to existing rest houses and in new rest houses. Beds will be of standard single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator. Rest houses will be maintained in a clean and sanitary manner by personnel other than Trainpersons. Trainpersons will co- operate in keeping rest houses in a clean and orderly condition. Trainpersons using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable rest houses will be located in a quiet area convenient to the point where Trainpersons usually report on and off duty. Rest houses will be air conditioned within a period not exceeding two years from the date that run-through (pooled) cabooses are inaugurated on the territory on which the rest houses are located except that the rest house at Field and existing structures at White River, Windsor and St. Luc will not be air conditioned. See Clause 57.03.

(Appendices B-1, B-3, B-4 are archived)

(Appendix B-40 is deleted. Language incorporated into Clause 57.03)

- (3) The use of rest houses will not be restricted to Trainpersons.
- (4) The Company may elect to provide suitable sleeping accommodation in a hotel or motel located convenient to the point where Trainpersons regularly go on and off duty. If the parties fail to agree on the suitability of the accommodation, the disagreement will be submitted to arbitration. Where such accommodation is used other than on a temporary basis, cooking and eating facilities will be provided.
- (5) Passenger Trainpersons will be provided with suitable sleeping quarters at away-from-home terminals convenient to passenger stations.
- (6) Cabooses in run-through (pooled) service will be of steel construction and will be equipped with the following:
- (a) An oil-fired heating and light cooking unit
  - (b) Foam rubber seats and backs in cupola
  - (c) Safety glass in all windows
  - (d) Electric lighting
  - (e) Electric refrigerator
  - (f) Sanitary toilets
  - (g) Cushion underframe
  - (h) Sanitary drinking water container
  - (i) Dishes and cooking utensils in Appendix "A"
  - (j) Two dual-purpose foam rubber cushion seat mattresses
  - (k) Storm proofing as required
- (7) Run-through (pooled) cabooses will be kept in a clean condition, maintained in good running order, windows cleaned, kept heated when necessary, and properly supplied including fuel, water, stationery and necessary equipment, by personnel other than Trainpersons. Trainpersons shall be responsible for filling and caring for oil burning markers and lanterns when cabooses are so equipped.

Outgoing Trainpersons will not be responsible for checking supplies and equipment except flagging equipment and will not be required to leave terminals without essential supplies or equipment. Trainpersons will be responsible for keeping the cabooses in a clean and orderly condition en route between terminals. Conductors using run-through (pooled) cabooses will furnish a list of any supplies needed on the caboose and report any known defects and shortages at the end of each trip. When possible, Conductors should provide this information in advance of arrival at the objective terminal. Major servicing points for run-through (pooled) cabooses will be Coquitlam, Calgary, Edmonton, Winnipeg, Thunder Bay, Toronto, Montreal and St. John.

- (8) Trainpersons using run-through (pooled) cabooses will be supplied with an individual locker at the home terminal located conveniently to the point where they usually go on and off duty.
- (9) Not more than one crew will be required to deadhead in a caboose at any one time.
- (10) At the home terminal, a Trainperson using a run-through (pooled) caboose will report for duty at the time ordered for at their locker unless otherwise agreed upon between the Local Chairperson and the Superintendent. At the away-from-home terminal such Trainpersons 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 Chairperson and the Designated Company Officer.
- (11) At terminals where circumstances warrant, arrangements will be made between the Local Chairperson and the Designated Company Officer for the provision of transportation for Trainpersons using run-through (pooled) cabooses between the rest house or point of reporting for duty and the point of departure and between the point at which the train is yarded and the point of reporting off duty or the rest house. Where Trainpersons using run-through (pooled) cabooses are required to travel between yards or stations in 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 the Local Chairperson 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.
- (12) Inauguration of run-through (pooled) cabooses need not be deferred pending modification of cabooses nor completion of rest house facilities. Modification of cabooses to meet the conditions set out herein will be carried out progressively at a rate of not less than 50 cabooses each year until there are sufficient cabooses so equipped to meet the requirements of run-through (pooled) caboose operations. Temporary accommodation for sleeping and cooking purposes may be provided in "spurred off" cabooses for a period not exceeding three months. Such cabooses will be fully supplied by the Company with bedding, cooking and eating utensils, ice, fuel, water and maintained in a clean and orderly condition, fires kept burning when necessary and, where practicable, equipped with electric lighting. Caboose attendants will provide complete janitor service and be responsible for changing bed linen after each use. Trainpersons will co-operate in keeping such cabooses in a clean and orderly condition. Temporary toilet facilities will be provided where necessary.
- (13) At terminals where run-through (pooled) cabooses are used by unassigned or pool crews, and the nature of the service, such as branch line service, unassigned work train service, etc. makes it impractical to run cabooses through points where rest houses are not located, Trainpersons using run-through (pooled) cabooses will be supplied with a caboose for their accommodation, fully equipped with cooking, eating and sleeping facilities, refrigeration, fuel and water.
- (14) Should rest house accommodation be insufficient to meet normal requirements immediate action will be taken by the Company to increase accommodation to the extent required.

If due to an abnormal situation, an accumulation of crews beyond the capacity of the rest house facilities occurs at an away-from-home terminal, the Company will, where possible, provide, at its expense, whatever necessary additional accommodation is required in order that Trainpersons will receive adequate rest.

(15) When cabooses are operated under the terms of this Agreement, existing rules that are in conflict therewith will have no application.

**Note:** The provisions of paragraphs (2), (3), (4), (5), (8), (10), (11) and (14) of this Agreement shall be applicable to employees working on trains operated without a caboose.

APPENDIX "A"

List of items to be included in Caboose Equipment:

1 Tea kettle	3 Plates
1 Coffee percolator	3 Cups and saucers
1 Earthenware tea pot	3 Cereal bowls
1 Medium sauce pan	3 Knives and forks
1 Medium frying pan (cast iron)	3 Teaspoons
1 Egg lifter	3 Tablespoons
1 Toaster	
1 Butcher knife	Paper towels
1 Paring knife	Laundry soap
1 Peeler	Toilet soap
1 Can opener	
1 Dish pan and dish mop	1 Chore boy - non-metallic

## ARTICLE 34 - ROAD SERVICE - CABOOSELESS TRAIN OPERATIONS

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- 34.01** 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.
- 34.02** 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.
- 34.03** 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 Chairperson with a copy to the Local Chairperson. 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.

(Letter of Understanding re work trains and snow plows is attached as Annex 1) - Archived.

Appendix B-28 Archived.



- 34.04** Should the Union contend that the Company has not complied with the operating conditions or that a particular train or assignment is inappropriate for caboosless operations because of the length and frequency of reverse movements or due to some other circumstance that it considers would make caboosless 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.
- 34.05** 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 caboosless 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.
- 34.06** 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 Chairperson 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.
- 34.07** Should agreement not be reached between the General Chairperson 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.
- 34.08** 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.
- 34.09** 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.
- 34.10** 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 34.03, 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 34.04.
- 34.11**
- (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

**34.12** 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:
  - (a) 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)

- (b) 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)
  - (c) 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.
- 34.13** 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.
- 34.14** 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.
- 34.15** 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.
- 34.16** Appendix "A" of former Article 30A is archived. Appendix B-30 is deleted.

## **ARTICLE 35 - ROAD SERVICE - DEFECTIVE EQUIPMENT**

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### **35.01 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.

### **35.02 Brassing Cars**

(Archived Formerly Article 31(b))

## **ARTICLE 36 – NEW HIRE TRAINING AND EXPERIENCED TRAINMEN**

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- 36.01** 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.
- 36.02** 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.
- 36.03** 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.
- 36.04** 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.
- 36.05** In the application of Clause 43.01-second paragraph, 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.
- 36.06** 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.
- 36.07** 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 Industrial 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.

**36.08** The training course referred to above may be established from time to time and at such locations, as the Company deems necessary.

**36.09** 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.

**36.10** 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.

**36.11** 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.

**36.12** 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.

**Letter Re: Selection of Employees, Coaches and Field Placement Co-ordinators**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This pertains to our discussions during the current round of collective bargaining regarding your interest in having a local union officer involved in the hiring process of new running trades employees, as well as the selection of Coaches and Field Placement Co-ordinators.

This is to confirm the Company's commitment to invite a local union representative to participate in interview and selection process of new employees; assist in jointly identifying and jointly selecting Coaches as well as assist in jointly identifying and jointly selecting Field Placement Co-ordinators.

In participating in these processes, it was recognized that the criteria and the process for selection of new employees would be provided by the Human Resources Department. The criteria for the selection of Coaches and Field Placement Co-ordinators as provided by the Training Department are attached to this letter.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President

## **Field Placement Coordinator Selection Criteria**

### **PURPOSE & OBJECTIVE:**

To effectively implement and conduct the Field placement portion of the New Hire Conductor Training program to new employees.

### **SELECTION CRITERIA:**

- Viewed by union and management as an individual with excellent safety practices (cardinal rule and safety rule violations)
- Minimum 5 years 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 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 to work with minimal supervision
- Demonstrated ability to solve problems/scheduling issues/decision making
- Demonstrated ability to resolve conflict
- Ability to work in a team environment (Road/Yard Managers, other FPS, TTG (Technical training group) instructors)
- Previous supervisory or coaching experience is an asset

## **COACH SELECTION CRITERIA**

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### **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
- Need to demonstrate superior rules knowledge (CROR and Safety).
- Well respected by peers (running trades employees)
- Demonstrates 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
- Demonstrated ability to influence and persuade (convince Trainee in both positive and negative circumstances)
- Demonstrated ability to develop effective relationships (develop rapport and recognize individuals concerns and feelings)
- Previous coaching experience is an asset

**Letter Re: Coaching Program – Conductors/Yard foremen/Yard Service Employees**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This pertains to our discussions during the current round of collective bargaining regarding the establishment of a Coaching program for Trainmen involved in training under the Trainman/New Hire Training Article.

This is to confirm the Company's commitment 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.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President



**Letter Re: Training Protocol**

November 13, 2004

Mr. T.G Hucker  
 Vice President and National Legislative Representative  
 Teamster Canada Rail Conference  
 150 Rue Metcalfe Street, Suite 1401  
 Ottawa, Ontario K2P 1P1

Dear Sir,

This is in regards to our recent discussions concerning a protocol for dealing with employees hired by CPR who have previously qualified as a Running Trades employee in Canada.

Based on conversations, it was understood that the following would apply 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 as per articles 38.20 (3)&(4)	-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 article 36.03 at training rate.	At a minimum familiarization as per articles 38.20 (3)&(4). 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 as per article 36.03 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

Additionally, it was understood that 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.

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 Chair offices.

As clarification, the following was agreed concerning seniority.

- (1) For the purposes of Trainmen seniority, the “first paid trip” as outlined in Article 36.05 and 43.01 Trainmen’s West and Articles 36.05 and 38.04 Trainmen’s East agreement 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, which ever is appropriate.
- (2) For the purposes of Trainmen seniority and article 36.05 of the Trainmen’s West and 38.04 Trainmen’s East agreement, 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.
- (3) 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.

In reaching this protocol, it was understood that as 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 Chairs. No other alterations, however, shall occur to this protocol without prior consent of the applicable General Chairs.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## **ARTICLE 37 - ROAD SERVICE - TRAINPERSONS TEMPORARILY TRANSFERRED**

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- 37.01** 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.
- 37.02** 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.
- 37.03** A Trainperson or crew run off territory to which regularly assigned on to another seniority territory under the provisions of Clause 37.02 will be deadheaded back to the territory to which regularly assigned.
- 37.04** A crew run off territory to which regularly assigned on to another territory within their seniority district under the provisions of Clause 37.02 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.

## **ARTICLE 38 - ROAD SERVICE - PREFERENCE OF WORK & PROMOTION**

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- 38.01** Except as provided in Clauses 38.02(archived) and 38.03, Trainpersons will have preference of work in any service to which their seniority as Conductor, Baggageperson or Brakeperson entitles them.
- 38.02** Archived formerly Article 36 (b) - Promotion to Baggageperson
- 38.03** 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 Article 40.05.
- 38.04** 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.
- 38.05** 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.

- 38.06** 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.
- 38.07** 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.
- 38.08** 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.
- 38.09** 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.
- 38.10** 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 Chairpersons on the seniority districts affected with the least possible disturbance of crews.
- 38.11** Except as provided in Clauses 38.12 and 38.15, 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.
- 38.12** 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 Chairperson 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 38.03, 38.04, 38.05 and 38.06. If no Trainperson is available at that terminal, the position will be filled as provided for in Article 40, Clauses 40.05 and 40.09.

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 turn around time, preference of day work, and through trains against local trains.

- 38.13** 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. 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.

**38.14** 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.

**38.15** 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.

**38.16** 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.

**38.17** 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.

**38.18** 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.

**38.19** 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.

### **38.20 Familiarization Trips**

(1) 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.

(2) Where an employee is forced from one terminal to another or required to take familiarization because they have not worked for 12 consecutive months or more, 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.

- (3) Where 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.
- (4) 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.
- (5) 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 sub-clauses (2) and (3) above.
- (6) 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 sub-clause (4) 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 sub-clause (4) above and will be compensated in accordance with sub-clauses (2) or (3) above.
- (7) 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 sub-clause (4) above before being considered to be familiar unless they have invoked the provisions of sub-clause (6) above.
- (8) Working employees familiarizing another employee will be compensated the training allowance as per article 1.16.

## **ARTICLE 39 - ROAD SERVICE - FILLING TEMPORARY VACANCIES**

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- 39.01** A Trainperson on leave of absence or temporarily off their position will be relieved as hereinafter provided. In the application of this Clause 39.01 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.
- 39.02** 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 Clause 39.06(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 Article 40.05 and 40.09.

If not bulletined, the vacancy may be filled in accordance with Clause 39.03(1).

### **39.03 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.

### **39.04 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.

**39.05 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 Clause 39.06(3).

**39.06 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:

- (a) At each general advertisement of assignments;
  - (b) Immediately they are no longer able to hold a position as a Conductor; or,
  - (c) 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 Clause 39.06(1) and will go when called.
- (2) Subject to the provisions of Clause 39.06(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 desires. 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 (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.

- (2) 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 Clause 39.06(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.

### **39.07 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.

- 39.08** (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 Paragraph (3) of this Clause and Clause 39.04(3), 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.

**39.09** 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.

**39.10** 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.

**39.11** 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.

**39.12** 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.

## **ARTICLE 40 - ZONE AGREEMENT**

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### **Exercise of Seniority in Demotion Under a Zone Plan**

#### **40.01 Dividing of Seniority Territory into Zones**

- (1) When a Zone Plan is contemplated the Local Chairperson 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 Chairperson 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 Chairperson 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.

**40.02** The provisions of Article 38 will be relaxed only to the extent provided in this Article.

**40.03** 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.

**40.04** Except as provided in Clause 39.08(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 Clause 39.06(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 Clause 39.03(3).

**40.05** 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 Chairperson, 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.

- 40.06** 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.
- 40.07** 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.
- 40.08** 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.
- 40.09** Where the junior qualified Trainperson is required to move to another Zone as a Conductor under Clause 40.05, 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 40.05, 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 40.05 and 40.09 will also be applicable to a Brakeperson required to take a regular position in another Zone.
- 40.10** The application of this plan is not to involve any expense to the Company.

## ARTICLE 41 - INTERCHANGEABLE SENIORITY RIGHTS

**41.01** 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.

**41.02** Clause 43.07, Road Rules, and Clause 44.04, Yard Rules, is revised to read:

### Passenger, Mixed, Freight and Yard Seniority Districts

<b>DISTRICT 1 - LAKEHEAD</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Ignace	Kenora	Ignace
Kaministquia	Thunder Bay	Ignace
Keewatin	Kenora	Winnipeg
Lac du Bonnet	Beausejour	Winnipeg
<b>Yards - Thunder Bay, Dryden &amp; Kenora</b>		

<b>DISTRICT 2 - MANITOBA</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
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
<b>Yards - Winnipeg, Portage la Prairie &amp; Brandon</b>		

**DISTRICT 3 -  
SASKATCHEWAN**

<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
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
<b>Yards - Regina, Estevan, Moose Jaw, Swift Current, Sutherland-Saskatoon, Lanigan, &amp; Bredenbury</b>		

<b>DISTRICT 4 - ALBERTA</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
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
<b>Yards - Medicine Hat, Calgary, Lethbridge, Red Deer &amp; Edmonton.</b>		

<b>DISTRICT 5 - BRITISH COLUMBIA</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
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
<b>YARDS - Field, Revelstoke, Kamloops, Coquitlam, Vancouver, Trail, Nelson &amp; Cranbrook.</b>		

**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.

**41.03** 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.

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.

**41.04** Roadpersons with a seniority date prior to May 14, 1971 shall retain prior rights to road work on the territory on which they held seniority prior to the effective date of this Agreement and Yardpersons and Switchtenders with a seniority date prior to May 14, 1971 shall retain prior rights to yard work on the territory on which they held seniority prior to the effective date of this Agreement. An employee with a seniority date on or subsequent to May 14, 1971, shall not have prior rights in either class of service but shall have seniority in both classes of service on their seniority territory as revised from the date of their entry into the service as either a Trainperson or Yardperson. Seniority lists together with the provisions of Clause 43.07, Road Rules and Clause 44.04, Yard Rules, in effect prior to the effective date of this Agreement shall be preserved for the purpose of administering "protected" status and prior rights except that Trainpersons or Yardpersons with a seniority date on or subsequent to May 14, 1971 shall be removed from former seniority lists and their names shall appear only on the new master seniority list.

**41.05** 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.

- 41.06** (1) 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:
- (a) The general advertisement of assignments.
  - (b) 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.
  - (c) 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.
  - (d) 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.
- (2) 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 17 of the Road Rules.
- (3) For the purpose of complying with the provisions of Article 17 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.

- (4) 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 17 of the Road Rules if other employees are not available
- (5) 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 17 of the Road Rules if other employees are not available.

**41.07** 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.

**41.08** 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.

**41.09** Yards in the seniority territories as governed by Clause 41.01(2) may be zoned by agreement between the General Chairperson and the General Manager. Unless otherwise mutually agreed pursuant to such agreements or pursuant to the provisions of Article 40, 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.

**41.10** 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.

**41.11** 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 9, Yard Rules, where they did not have such status prior to April 30, 1972.

**41.12** 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

- 41.13** Trainmen's Western Seniority Region will cover all employees governed under this agreement.
- 41.14** 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.
- 41.15** Employees with a seniority date prior to May 14, 1971 who retain prior rights in Road Service will be referred to as having Road Prior Rights, and those employees who so retain prior rights in Yard Service will be referred to as having Yard Prior Rights. These employees will retain all rights as provided for in Article 41, on the seniority Districts as defined in Article 43.07.
- 41.16** 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 Article 41.02.
- 41.17** 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 Article 43.01 and 36.05.
- 41.18** 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.
- 41.19** 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;
- Last date of entry into Company service.
  - The local time at which they started working in the bargaining unit; if the same
  - Date on which application for employment was made; if the same
  - By the drawing of names as arranged between the General Manager and General Chairman.
- 41.20 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.
- (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.

#### 41.21 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.

#### 41.22 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 \$8,000.00 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:
  - (a) 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.
  - (b) 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.)
  - (c) 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.
  - (d) Employee will exercise seniority at the shortage location and will be familiarized accordingly.
  - (e) A Reasonable travel period to relocate will form part of initial work cycle.
  - (f) 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).
  - (g) 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.
  - (h) 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.

- (i) 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**

**41.23** 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. 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.

**41.24** All transfers must be approved by the Company and respective General Chairmen. This clause will expire on January 1, 2010.

**41.25** 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.

**Letter Re: VROPE/VROUE/VROQUE/ Compassionate Transfers**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to our discussions concerning employees who have relocated between the existing seniority districts under the VROPE/VROUE/VROQUE agreements as well as those who have relocated under compassionate transfer agreements.

In recognition of the new Eastern regional, Western regional and National Seniority provisions, the following was agreed:

- a) Employees who have relocated under the VROPE/VROUE and VROQUE agreements who wish to return to their respective originating seniority districts under those agreements must do so prior to December 31, 2006. Thereafter, their ability to transfer between districts and regions will be based upon the new provisions in the collective agreement. Their seniority date on their original seniority district will remain intact.
- b) Employees who have been granted compassionate transfers between seniority districts will have their seniority rectified as per the terms of the regional and national seniority provisions. It is incumbent upon employees to whom this provision applies to approach their local chairmen to commence this process within 60 days of ratification. All such rectifications must be authorized by the appropriate General Chairmen and General Manager.

Yours truly,

I Concur:

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## **ARTICLE 42 - CHANGING HOME TERMINALS**

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**42.01** Home terminals for unassigned crews as at present established will not be changed except by mutual arrangement.

## **ARTICLE 43 - ROAD SERVICE SENIORITY**

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**43.01** 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.

**43.02** 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.

- 43.03** 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.
- 43.04** 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.
- 43.05** Passenger seniority lists - Archived (Formerly 35(e)).
- 43.06** 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.
- 43.07** Seniority Districts are:

**Freight Seniority Districts**

**Note:** Trainpersons with a seniority date prior to May 14, 1971 retain prior rights to roadwork on the territory on which they held seniority prior to April 30, 1972. For the sole purpose of identifying the territory on which prior rights are held by such Trainpersons the Seniority Districts which were in effect prior to April 30, 1972 are as follows:

<b>SECTION 1 (THUNDER BAY TO KENORA)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Ignace	Kenora	Ignace
Kaministiquia	Thunder Bay	Ignace
Keewatin	Kenora	Winnipeg
Lac Du Bonnet	Lac Du Bonnet	Winnipeg

<b>SECTION 2 (WINNIPEG)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Arborg	Rugby	Arborg
Carberry	Winnipeg	Brandon
Emerson	Winnipeg	Emerson
Glenboro	Woodman	Souris
Gretna	Rosenfeld	Altona
La Riviere	Rugby	La Riviere
Napinka	La Riviere	Napinka
Winnipeg Beach	Rugby	Gimley

<b>SECTION 3 (BRANDON - SUTHERLAND)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Broadview	Brandon	Broadview
Bulyea	Neudorf	Bulyea Junction
Lanigan	Bulyea	Lanigan
Melfort	Lanigan	Naicam
Rocanville	Rocanville	Virden
Sutherland	Wynyard	Saskatoon
White Fox	Nipawin	Choiceland
Wilkie	Saskatoon	Wilkie

<b>SECTION 4 (MINNEDOSA - SOURIS)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Arcola	Schwitzer	Arcola
Bredenbury	Minnedosa	Bredenbury
Estevan	Kemnay	Estevan
Minnedosa	Minnedosa	Portage La Prairie
Russell	Binscarth	Inglis
Tisdale	Goudie	Nipiwini
Wynyard	Bredenbury	Wynyard

<b>SECTION 5 (MOOSE JAW)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Bromhead	Estevan	Tribune
Expanse	Curle	Assiniboia
Fife Lake	Ardwick	Coronach
Indian Head	Moose Jaw	Broadview
Lanigan	Regina	Bulyea
Outlook	Moose Jaw	Broderick
Portal	Pasqua	North Portal
Shaunavon	Assiniboia	Shaunavon
Swift Current	Moose Jaw	Swift Current
Tyvan	Stoughton	Regina
Vanguard	Swift Current	Meyronne

<b>DISTRICT 1 (MEDICINE HAT - LETHBRIDGE)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Altawan	Notukeu	Shaunavon
Bassano	Empress	Bassano
Brooks	Medicine Hat	Alyth
Burstall	Leader	Ingebright
Cardston	Stirling	Cardston
Coutts	Stirling	Coutts
Empress	Mayne	Leader
Hatton	Hatton	Golden Prairie
Irricana	Bassano	Standard
Maple Creek	Medicine Hat	Swift Current
Notukeu	Notukeu	Valmarie
Stirling	Lethbridge	Etzikan
Taber	Lethbridge	Dunmore

<b>DISTRICT 2 (CALGARY - EDMONTON)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Hardisty	Hardisty	Wilkie
Hoadley	Jackson	Homeglen
Kerrobert	Mile 11.6	Kerrobert
Lacombe	Stettler	Lacombe
Laggan	Alyth	Field
Leduc	Red Deer	Edmonton

<b>DISTRICT 2 (CALGARY - EDMONTON)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Lloydminster	Wilkie	Lloydminster
Macklin	Kerrobert	Macklin
Red Deer	Alyth	Red Deer
Reford	Kerrobert	Wilkie
Wetaskiwin	Wetaskiwin	Hardisty
Willingdon	Elk Island	Lloydminster

<b>DISTRICT 3 (CRANBROOK - LETHBRIDGE)</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Aldersyde	Coalhurst	Aldersyde
Cranbrook	Cranbrook	Crowsnest
Crowsnest	Lethbridge	Crowsnest
Kimberley	North Star	Kimberley to End of Track
Kingsgate	Yahk	Kingsgate
Lomond	Eltham	Lomond
Macleod	Fort MacLeod	Alyth
Nelson	Kootenay Landing	Cranbrook
Turin	Coalhurst	Turin
Windermere	Golden	Fort Steele

Employees on freight seniority sections 3 & 4 will be run as much as possible on their assigned seniority districts, but are required to run on any part of freight seniority sections 3 & 4 if required.

**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.

### **Passenger and Mixed Seniority Districts**

Archived

### **Passenger, Mixed and Freight Seniority Districts (Nelson)**

<b>NELSON</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Nelson	Kootenay Landing	Nelson
Boundary	Nelson	Midway
Rossland	Castlegar	Rossland
Slocan	South Slocan	Slocan City
Kalso	End of Track	Nakusp

<b>REVELSTOKE</b>		
<b>SUBDIVISION</b>	<b>FROM</b>	<b>TO</b>
Shuswap	Kamloops	Revelstoke
Mountain	Revelstoke	Field
Okanagan	Sicamous	Kelowna
Arrow Lake	Revelstoke	Arrow Head



VANCOUVER - KAMLOOPS		
SUBDIVISION	FROM	TO
Mission	Mission City	Huntington
Westminster	Coquitlam	New Westminster
Cascade	Vancouver	North Bend
Thompson	North Bend	Kamloops

No change will be made in seniority district, as listed herein, unless by mutual arrangement between the General Manager and the General Chairperson.

**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.

## ARTICLE 44 - YARD SERVICE - SENIORITY, PREFERENCE OF WORK & PROMOTION

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**44.01** 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.

**44.02** 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 Chairperson. 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.

Former Article 7(b) "Note" is archived.

**44.03** A Yard Helper will have no seniority standing as Yard Foreperson until qualified as provided for in Clause 44.02 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.

**44.04** 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.

**44.05** 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 44.07 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 a 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.

**44.06** A Yardperson exercising seniority to a regular position in the yard to which assigned, will be required to hold it for not less than 30 days and will be permitted to move on giving 24 hours 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.

**44.07** 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.

**44.08** 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.

**44.09** 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 44.05 and arrangements may be made between the Local Chairperson and Local Officers to post notice advising of such vacancies and method of filling same.

**44.10** 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.*

**44.11** 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.

**44.12** 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 44.11.

**44.13** 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.

**44.14** 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 44.07 and 44.10.

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 Chairperson 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.

**44.15** 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.

- 44.16 Deadheading in the exercise of seniority or deadheading to fill vacancies resulting from the exercise of seniority will not be paid for.

## **ARTICLE 45 - YARD SERVICE - YARD RULES**

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- 45.01 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 50.

### **45.02 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 by local agreement and approved by the District General Manager and General Chair(s). 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.

### **45.03 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.

- 45.04 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.

- 45.05 A 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 45.08, will be permitted to go on the assignment of their choice and will take the conditions of that assignment.

- 45.06 A Yardperson on a regular or regular relief assignment who goes on the Spareboard will, except as provided in Clause 45.08, take the conditions attached to the Spareboard.

- 45.07 The operation of Clauses 45.05 and 45.06 shall not involve the Company in increased expense or in the payment of penalty overtime.

- 45.08 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.

## ARTICLE 46 - YARD SERVICE - GENERAL

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### 46.01 (1) Basic Day

Eight hours or less will constitute a day's work. Except as provided in Clauses 44.11 and 44.12, 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.

### (2) Preparatory and Final Time

- (a) 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.
- (b) 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.
- (c) Time paid for under the provisions of paragraphs (a) and (b) 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 Clause 1.18, Yard Service and Clause 68.12.

### 46.02 Overtime

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.

**46.03** Work performed by regular relief employees on assignments which conform with the provisions of Clauses 47.11 and 47.18 inclusive shall be paid for at the straight time rate.

**46.04** Regularly assigned Yardpersons 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 47.
- (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.

**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 Article 1.17, 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.

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 46.04.

**46.05** 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 46.04, be utilized in computing the 5 straight time 8 hour shifts referred to in such Clause 46.04, 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 47 and similar rules) are not affected by the provisions of this Agreement.

**46.06** 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.

## **ARTICLE 47 - YARD SERVICE - STARTING TIMES**

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**47.01** Yardpersons will be assigned for a fixed period of time, which except as provided for in Article 51, 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.

**47.02** 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. (See Letter in Article 68)

**47.03** 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.

- 47.04 Where 2 shifts are worked in continuous service, the first shift may be started during any one of the periods named in Clause 47.03.
- 47.05 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.
- 47.06 Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Clauses 47.03 and 47.05.
- 47.07 At points where only 1 yard crew is regularly employed, they can be started at any time, subject to Clause 47.02.
- 47.08 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.
- 47.09 Yard crews will be allowed 20 minutes for lunch between 4 hours and 5 hours after starting work without deduction in pay.
- 47.10 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.

**47.11 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.

- 47.12 Where regular relief assignments cannot be established for 5 consecutive days on the same shift, as provided for in Clause 47.11 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.
- 47.13 After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.
- 47.14 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.
- 47.15 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.

- 47.16 Except as otherwise provided for in this Article 47, 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.

**47.17** 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.

**47.18** 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 47.11 and 47.12.

**47.19 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 Yardpersons, agreements may be made to provide for the accumulation of days off over a period not to exceed 5 consecutive weeks.

**47.20 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.

**47.21** 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 47.07.

(2) At locations in yards where three 8-hour shifts are worked in continuous service, yard assignments starting outside the periods specified in Clause 47.03, 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 47.03, 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.

## **ARTICLE 48 - YARD SERVICE - REST RULE**

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**48.01** Yardpersons will have the right to book rest after 11 hours service. Yardpersons must give 2 hours' notice of their desire to book rest. 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.

## **ARTICLE 49 - YARD SERVICE - MISCELLANEOUS SERVICE**

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**49.01 Attending Court**

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

(2) Yardperson 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, if time lost, 8 hours to be allowed per day of 24 hours, or portion thereof.



- (3) If Yardperson is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away from home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If a Yardperson 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.

**49.02 Company's Business**

Except as provided in Article 70, Yardpersons held off duty on Company's business or by order of the Company's Officers will be paid at schedule rates for time lost in accordance with Clause 49.01, paragraphs (1) and (2), and actual reasonable expenses while away from home.

**49.03 Payment for Periodic Medical and Rules Examinations**

The provisions of Clause 25.08 of rules applicable to Trainpersons also apply to Car Retarder Operators, Yardpersons and Switchtenders.

**49.04 Jury Duty**

The provisions of Clause 25.09 of rules applicable to Trainpersons also apply to Car Retarder Operators, Yardpersons and Switchtenders.

**49.05 Student Training**

The provisions of Clause 25.10 of the rules applicable to Trainpersons also apply to Yard Forepersons and Yard Helpers.

**ARTICLE 50 - YARD SERVICE - SWITCHING OUTSIDE YARD LIMITS & WORK TRAIN SERVICE**

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**50.01** 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 50.03, and yard crews, whose work takes them outside of the switching terminals will receive Yardperson's rates.

**50.02** 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 50.03. When Yardpersons are used in Road Service in excess of the miles outlined in paragraph one of Clause 50.03 under emergency conditions just referred to road rates and conditions will apply.

**Note (1):** The first sentence of this clause 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.

**50.03** 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 in accordance with the provisions of Clause 50.02, second paragraph.

- 50.04** 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.

The necessity of changing or re-establishing designated switching limits, in order to render switching services required because of extension 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 Officer of the Company and the General Chairperson. The concurrence of the General Chairperson will not be withheld when it can be 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 Article 50 is not intended to prevent the Company from using Yardpersons to switch industrial tracks within reasonable distance of existing terminal switching limits.

## **ARTICLE 51 - YARD SERVICE - CONSIST OF YARD CREWS**

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- 51.01** 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.

- 51.02** One Yard Helper position in any yard crew on which two Yard Helpers were employed on October 29, 1978 may be discontinued at any time provided:

- (1) No "protected Yardperson" is on laid off status; or
- (2) A "protected Yardperson" will not be on laid off status as a result thereof.

**Note:** Reference to Yorkton, Saskatchewan assignment is archived.

- 51.03** For the purpose of this Article, a Yardperson with a seniority date on or prior to December 15, 1966 shall be known and designated as a "protected Yardperson" in respect of any yard or transfer crew on which it was determined by agreement between the parties to this Agreement or by arbitration prior to October 29, 1978, that one Yard Helper position could be discontinued. A list of these assignments is attached as Appendix "A". A Trainperson/Yardperson with a seniority date on or prior to February 18, 1978, and shown on the Master Seniority List for their respective Seniority Districts, shall be known and designated as a "protected Yardperson" in respect of all other yard or transfer crews on which two Yard Helpers are employed and on which one Yard Helper position is discontinued or in respect of yard or transfer crews created subsequent to February 18, 1978 with a crew consist of a Yard Foreperson and one Yard Helper. A "protected Yardperson" moving from one yard to another shall retain their "protected" status.

- 51.04** Should the number of Yard Helper positions to be discontinued exceed the number that may be discontinued pursuant to Clause 51.02, the Yard Helper positions to be discontinued shall be those filled by the junior "protected Yardpersons".

- 51.05** 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.

- 51.06** 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.
- 51.07** 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.
- 51.08** In addition to the provisions of Clause 51.02, the following shall apply in respect of "protected Yardpersons" with a seniority date as a Yardperson on or prior to December 15, 1966. In the application of the provisions of this clause, a Yardperson with a seniority date subsequent to December 15, 1966 shall be a "non-protected Yardperson".
- (1) Any Yard or Transfer crew, which on October 29, 1978, is crewed by two Yard Helpers, shall be designated and posted as a "reducible" crew.
  - (2) One Yard Helper position in a "reducible" crew may be discontinued for each "protected Yardperson" entitled to a regular position who is removed from the active working list of Yard Forepersons or Yard Helpers other than by layoff, discharge, or temporary promotion to Yardmaster or non-scheduled position and for each "non-protected Yardperson" on a regular assignment or who has sufficient seniority to hold such an assignment.
  - (3) Reductions in "reducible" crews on the basis of a "non-protected Yardperson" holding or able to hold a regular assignment will not be made if such reduction would require a "protected Yardperson" to move from a regular assignment in one starting time period to a regular assignment in another starting time period if such reduction would deprive a "protected Yardperson" from exercising their seniority from a regular assignment in one starting time period to a regular assignment in the starting time period of the "reducible crew" or "crews". The starting time periods are those set out in Clauses 47.03, 47.04, 47.05 and 47.06.
  - (4) Yard Helper positions shall be discontinued at the same yard at which the "protected Yardpersons" were removed from the active working lists or at which a "non-protected Yardperson" is holding or able to hold a regular position.
  - (5) Should the number of "reducible crews" in any yard exceed the number of Yard Helper positions that may be discontinued under the terms of this clause, the "reducible" Yard Helper positions to be discontinued shall be those filled by the junior "protected Yardpersons" crewing such "reducible" positions.
  - (6) Where the removal of a "protected Yardperson" from the active working lists by a permanent promotion to a Yardmaster or non-scheduled position has resulted in a Yard Helper position in a crew being discontinued to Yard Service shall result in one discontinued Yard Helper position being re-established at that yard. When a "protected Yardperson" who was promoted to Yardmaster or non-schedule position prior to October 29, 1978, returns to Yard Service and a "protected Yardperson" is promoted as a result thereof, the provisions of 51.08(2) shall not apply.
  - (7) When an assignment crewed by a reduced crew is abolished, a like reduction may be made in another "reducible" crew subject to the provisions of Clause 51.08(8).
  - (8) Notwithstanding the provisions of Clause 51.08(2), if a reduction in regular yard assignments at a yard will result in "protected Yardpersons" becoming reduced from regular assignments at that yard, a sufficient number of Yard Helper positions, which are discontinued, shall be filled so as to avoid such reductions from regular assignments. The Yard Helper positions concerned shall be filled only until such time as the "protected Yardperson" referred to can hold other regular positions as Yardpersons at that yard.

- (9) When a Yard Helper position in a regular assignment which has been posted as a "reducible crew" but which has not actually been reduced is not filled by a "protected Yardperson" under the provisions of Clause 44.05, such position need not be filled unless later claimed by a "protected" Yardperson under the provisions of Clauses 44.05 and 44.06.

Notwithstanding the provisions of Clause 44.09 (a), a temporary vacancy occurring on a Yard Helper position that has been claimed by a "protected Yardperson" will be filled from the Spareboard by the first out "protected Yardperson" who is available to work at the pro rata rate. If there is no "protected Yardperson" on the Spareboard available to work at the pro rata rate, the Yard Helper vacancy on the reducible crew need not be filled.

- (10) For the purpose of this Clause, where more than one yard exists within a terminal all yards covered by the same seniority list within such terminal shall be deemed to be one yard except that Vancouver and Coquitlam shall be regarded as two separate yards.

**51.09** Any spare "protected Yardperson" who is unable to hold a Yard Helper position on a regular or regular relief assignment as a consequence of the discontinuance of Yard Helper positions under the terms of this Article, shall, provided they are available for service, be guaranteed the monetary equivalent of 40 hours per week, at the Yard Helper's rate of pay, except that for any week in which one or more General Holidays occur, the guarantee shall be reduced by 8 hours for each General Holiday occurring in the week. In the event a spare "protected Yardperson" entitled to the guarantee under the provisions of this clause is assigned to the Spareboard for only a portion of the week, they will be paid their full proportion of the guarantee pro rated according to the number of days they were assigned to the Spareboard as related to the number of days in the calendar week. If not available for service for the entire week, the guarantee will be reduced by the amount of earnings they would otherwise have earned during the period such spare "protected Yardperson" was unavailable for service.

Archived Appendix "A" List of Yard Assignments Declared Reducible.

## **ARTICLE 52 - YARD SERVICE - INEXPERIENCED YARDBERSONS**

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**52.01** 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.

## **ARTICLE 53 - YARD SERVICE - EQUIPMENT OF ENGINES**

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Archived.

## **ARTICLE 54 - YARD SERVICE - COUPLING OR UNCOUPLING HOSE(S)**

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**54.01** 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.

## **ARTICLE 55 - YARD SERVICE - REST BEFORE ATTENDING INVESTIGATION**

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**55.01** 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.

## **ARTICLE 56 - YARD SERVICE - SWITCHING CABOOSES**

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Archived.

## **ARTICLE 57 - YARD SERVICE - CABOOSES IN TRANSFER SERVICE & SHELTER**

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- 57.01** Yardpersons in transfer service will be supplied with a caboose or other suitable car properly equipped.
- 57.02** At points where two or more yard engines are employed, suitable shelter will be provided for the accommodation of Yardpersons.
- 57.03** Concerns regarding the condition of lunchrooms will be promptly investigated with an attempt to resolve by the Local Chairperson and Designated Company Officer. Unresolved issues will be advanced to the General Chairperson and General Manager for further handling.

## **ARTICLE 58 - YARD SERVICE - SPARE YARDPERSONS**

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- 58.01** Unless otherwise mutually agreed, separate Spare boards for Yardpersons will be maintained at Thunder Bay, Winnipeg, Calgary, Coquitlam and Trail.
- 58.02** 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 58.02 do not apply to employees on a Common Spareboard.
- 58.03** Yardpersons on the Spareboard will be called first-in first-out except as provided in Clauses 58.02 and 58.08. If run around, through no failure on their part, a spare Yardperson will be paid for 3 hours and stand first out.
- 58.04** 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.
- 58.05** 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.
- 58.06** A spare Yardperson not available for call in their turn will be placed at foot of Spareboard.
- 58.07** 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.
- 58.08** 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.

## **ARTICLE 59 - YARD SERVICE - DEADHEADING**

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- 59.01** 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.
- 59.02** 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.
- 59.03** 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 rate of 30 cents per kilometre.

## **ARTICLE 60 - YARD SERVICE - PROMOTION TO YARDMASTER & ASSISTANT YARDMASTER**

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- 60.01** Yardpersons and other employees shall be afforded opportunity for promotion to Yardmaster and Assistant Yardmaster in accordance with the provisions of Article 5, Clauses (a) and (b) of the Collective Agreement between Canadian Pacific Railway and the TCRC (CTY) on behalf of Yardmasters and Assistant Yardmasters employed on Canadian Pacific Railway.

## **ARTICLE 61 - YARD SERVICE - SWITCHTENDERS**

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Archived.

## **ARTICLE 62 - YARD SERVICE - CAR RETARDER OPERATORS**

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- 62.01** 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.
- 62.02** 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.
- 62.03** (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.

**62.04** 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.

**62.05** 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.

**62.06** Articles 45, 46 - Clauses 46.01(2), 46.03, 46.04, 47.09, 47.10, 47.19, 47.20, Articles 48, 49, 58 - Clauses 58.01 through 58.08, Articles 63, 64, 66, 67, 69, 70, 71, 72, and 73 will also apply to Car Retarder Operators.

## **ARTICLE 63 - WORK RELATED - EQUIPMENT**

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**63.01** 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.

**63.02** 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.

**63.03** 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 63.01.

**63.04** 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.

**63.05** 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.

**63.06** 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.

**63.07** 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.

### **Handling Radio & Documentation**

- 63.08** The Company may assign personal lightweight portable radios to operating employees, including Yardmasters, for the performance of their duties.
- 63.09** 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.
- 63.10** 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.
- 63.11** The Company will provide batteries and required maintenance or repairs at no cost to the employee.
- 63.12** Loss of or damage to assigned radios may be investigated and responsibility, if any, assessed on an individual basis.
- 63.13** 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.
- 63.14** An employee will be required to return assigned radios at the request of the Company.
- 63.15** 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.
- 63.16** The provisions of this Article are applicable to employees in Road and Yard Service

### **ARTICLE 64 - LEAVE OF ABSENCE**

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- 64.01** Employees who are members of the General Committee will be granted leave of absence when required for Committee work where the necessities of the service will allow. Notice must be given to the proper Officer of the Company in sufficient time to arrange relief.
- 64.02** 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.
- 64.03** 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 Chairperson.
- 64.04** An employee on authorized leave of absence shall be continued on the seniority list.

### **ARTICLE 65 - LAY OFF & RECALL**

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- 65.01** Employees who have been laid off due to reduction of staff will receive 15 days notice by registered mail when being recalled for service.
- 65.02** 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 Chairperson to extend the 15-day period.
- 65.03** Employees will be recalled for a minimum of 35 consecutive calendar days. Employees will be given a 10-day notice of lay off, in writing. In the event of a strike or work stoppage by employees at Canadian Pacific Railway, a shorter lay off notice and recall period may be given.
- 65.04** If not required during the 35 consecutive calendar days or 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.



**Letter Re: Layoff & Recall**

November 13, 2004

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

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

Dear Sirs,

This is in regards to our discussions concerning the application of the new Layoff & Recall clause as outlined in the Memorandum of Settlement dated November 13, 2004.

This letter is to confirm the following understanding was reached:

Notice of Layoff

a) 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.

Recall

a) 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.

b) For clarification, the minimum 35-day period of recall shall commence the first day the employees return to service.

In all instances, notice of recall and layoff will be provided to take effect with the weekly change.

Sincerely,

J. Copping  
Director, Labour Relations

I Concur:

Mr. D. Finnson  
General Chairman- Trainmen West

Mr. D. Genereux  
General Chairman- Trainmen East

## ARTICLE 66 - BEREAVEMENT LEAVE

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- 66.01 (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 5 consecutive calendar days' bereavement leave with payment of lost earnings 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 3 consecutive calendar days' bereavement leave with payment of lost earnings exclusive of overtime within such 3 days.
- 66.02** 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.
- 66.03** 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.

## ARTICLE 67 - ANNUAL VACATION

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### ROAD SERVICE

#### Section 1

- 67.01** An employee who at the beginning of the calendar year is not qualified for vacation under Clause 67.02 hereof will be allowed 1 calendar day's 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 67.02.
- 67.02** 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 day's 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 67.03.
- Note (1): An employee covered by Clause 67.02 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 67.01. 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.*
- 67.03** 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 67.04.

**Note (2):** *An employee covered by Clause 67.03 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 67.02. 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.*

**67.04** 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 day's 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 67.05

**Note (3):** *An employee covered by Clause 67.04 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 67.03. 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.*

**67.05** 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 day's 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 67.05 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 67.04.*

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 67.05 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.

**67.06** In computing service under Clauses 67.01, 67.02, 67.03, 67.04 and 67.05, time worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

**67.07** 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 Chairperson.

**67.08** 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.

**67.09** 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 67.07 and 67.08, 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.

## **Section 2**

**67.10** 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.

**67.11** 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.

**67.12** 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.

**67.13** 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.

**67.14** 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 Chairperson and the General Manager.

**67.15** 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**

**67.16** 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 67.11.

## **Section 4**

**67.17** 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 in the preceding year.

**67.18** Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15<sup>th</sup> of each year, such preference shall not be granted where applications have been filed after January 15<sup>th</sup> and unless otherwise mutually agreed those who do not apply prior to January 16<sup>th</sup> 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:** Employees entitled to 1 or 2 weeks vacation must take such vacation in a continuous period. An employee entitled to 3 weeks vacation may, provided proper application is made prior to January 16<sup>th</sup>, and there is no additional expense to the Company, take their vacation in 2 portions, neither of which will be less than 1 week. Similarly, an employee entitled to 4 or more weeks of vacation may take such vacation in weekly portions, provided there is no additional expense to the Company. 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.

### **Section 5**

- 67.19** 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.
- 67.20** Trainpersons must take vacation with pay that may be due them prior to their retirement from the service.
- 67.21** 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.
- 67.22** 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.
- 67.23** 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.
- 67.24** 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**

- 67.25** For the purpose of bulletining and awarding annual vacation for Yard employees, a separate list will be maintained. Otherwise, annual vacation for yard service employees will be governed as per the rules for annual vacation for Road Service employees.

**Letter Re: Flat Lining of Annual Vacation**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This pertains to our discussions during the current round of collective bargaining regarding the flat lining of annual vacation.

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:

The flat-line number of employees who will be allowed to go at any one time, per terminal.

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

Article 67, Annual Vacation, section four of the UTU West and Article 17, Annual Vacation With Pay, section four of the BLE West will continue to apply, regarding seniority and preference.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President  
Industrial Relations

cc: Mr. T.G. Hucker  
Mr. J.W. Armstrong

**Letter Re: Annual Vacation Allotment**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to our conversations during bargaining pertaining to the process for the flatlining of annual vacation (AV).

For clarification, it was agreed that prior to the awarding of AV, local union and management representatives would meet to:

- (i) Establish a base line determined by dividing the number of weeks of AV at the terminal by the distribution period (48 weeks). In all cases, the baseline is to be rounded up to the nearest whole number.
- (ii) Review previous local experience and future traffic projections to determine whether or not the base line can be increased and by how much for periods of premium vacation demand.
- (iii) Where appropriate, if traffic volumes decline more than anticipated during periods of premium vacation or if employees are laid off, the Company would offer additional AV slots and award according to local practice.

It was also agreed that 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.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

**Letter Re: Annual Vacation – Days Worked or Available**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to our conversations during bargaining pertaining to the meaning of days “worked and/or available” in the calculation of days of Annual Vacation (AV).

It was confirmed that the reference to days “worked and/or available” referred 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 the following year. (This is determined by dividing 312 days by 13 as provided for in the collective agreement.)

It was further agreed that, at the employee’s discretion, the number of days of AV would be rounded up to the nearest week. (See Matrix attached in Appendix B.) In the example above, the employee could choose to take 4 weeks AV. (Note that 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 chooses not to round up to a full week may take the less than full week period at mutually agreed upon times throughout the year.

Finally, it was confirmed that in the application of this clause that days on union leave and authorized Company business leave would be considered as days “worked and/or available” for the purpose of this calculation.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference



**Annual Vacation Matrix**

<b><u>Annual Vacation</u></b>								
<b>6 WEEKS</b>					<b>5 WEEKS</b>			
<b>Factor</b>	<b>8.5</b>				<b>Factor</b>	<b>10.5</b>		
Days Available	Days AV	Weeks AV	Days Unavailable		Days Available	Days AV	Weeks AV	Days unavailable
0	0	0	365		0	0	0	365
1	0.117647	1	364		1	0.095238	1	364
60	7.058824	2	305		74	7.047619	2	291
120	14.11765	3	245		148	14.09524	3	217
179	21.05882	4	186		221	21.04762	4	144
239	28.11765	5	126		295	28.09524	5	70
298	35.05882	6	67					
<b>4 WEEKS</b>					<b>3 WEEKS</b>			
<b>Factor</b>	<b>13</b>				<b>Factor</b>	<b>17</b>		
Days Available	Days AV	Weeks AV	Days Unavailable		Days Avail	Days AV	Weeks AV	Days Unavailable
0	0	0	365		0	0	0	365
1	0.076923	1	364		1	0.058824	1	364
92	7.076923	2	273		120	7.058824	2	245
183	14.07692	3	182		239	14.05882	3	126
274	21.07692	4	91					
<b>2 WEEKS</b>								
<b>Factor</b>	<b>26</b>							
Days Available	Days AV	Weeks AV	Days Unavailable					
0	0	0	365					
1	0.038462	1	364					
183	7.038462	2	182					

## ARTICLE 68 - GENERAL HOLIDAYS

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**68.01** An employee who qualifies in accordance with Clauses 68.02 or 68.08 hereof shall be granted a holiday with pay on each of the following General Holidays:

**All Provinces**

New Year's Day

The day after that on which New Year's Day is observed, except that when New Year's Day falls on a Friday, this General Holiday will be observed on the following Monday.

Good Friday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

**Note:** If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the day after that on which New Year's Day is observed.

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.

**68.02 Road Service**

In order to qualify for pay on any one of the holidays specified in Clause 68.01 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 (2) 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<sup>9</sup>. 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 (3).

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<sup>9</sup> See Letter Re: General Holiday & Spareboard employees appended at the end of this Article 68.

**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 (3).

**68.03** A qualified employee whose vacation period coincides with any of the General Holidays specified in Clause 68.01 hereof shall receive an extra day's vacation and be paid the amount specified in Clause 68.05(1).

**68.04** An employee who does not qualify under Clause 68.02 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.

**68.05** (1) An employee qualified under Clause 68.02 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.

(2) An employee qualified under Clause 68.02 hereof and who is required to work on a General Holiday shall, at the option of the Company,

(a) be paid, in addition to the pay provided in Clause 68.05(1) 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 subsection (a) shall apply to the first tour of duty only;

**or**

(b) 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 68.05(1) on the first calendar day on which the employee is not entitled to wages following that holiday.

**68.06** Tours of duty commencing between 2400 and 2359, both inclusive, on the General Holidays specified in Clause 68.01 shall be considered as work on that holiday.

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

**68.08 Yard Service**

In order to qualify for pay on any one of the holidays specified Clause 68.01 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 Clause (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<sup>10</sup>. 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 Clause (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 Clause (3).

**68.09** A qualified employee whose vacation period coincides with any of the General Holidays specified in Clause 68.01 hereof shall receive an extra day's vacation and be paid the amount specified for their classification in Clause 68.11(1).

**68.10** An employee who does not qualify under Clause 68.08 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.

**68.11** (1) An employee qualified under Clause 68.08 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 68.08 hereof and who is required to work on a General Holiday shall be paid, in addition to the pay provided in Clause 68.11(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 68.11(2) shall apply to the first shift only.

**68.12** Shifts commencing between 2400 and 2359, both inclusive, on the General Holidays specified in Clause 68.01 shall be considered as work on that holiday.

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<sup>10</sup> See Letter Re: General Holiday & Spareboard employees appended to the end of this Article 68.

**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**

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.A Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
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/her self 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)

## ARTICLE 69 - HEALTH & WELFARE

### 69.01 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:

Effective February 1, 2005- \$35,000.00

Effective January 1, 2006 \$36,000.00

- (b) Effective February 1, 2005, the benefit in the case of work related accidental death will be \$100,000.00 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 provisions 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 that 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.
<u>Employees earning more than \$120.01 weekly:</u>	
Effective February 1, 2005	70% of weekly base pay up to a maximum weekly benefit of <b>\$570.00</b>
Effective January 1, 2006	70% of weekly base pay up to a maximum weekly benefit of <b>\$580.00</b>

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

Effective February 1, 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.

#### **69.02 Life Insurance Upon Retirement**

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.

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

#### **69.03 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 that commenced on or after February 1, 2005, 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 2005.
- (2) Effective with treatment that commenced on or after January 1, 2006, 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 2006.
- (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 dependant 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, 2000, the annual maximum will be \$1,100.00. Effective January 1, 2001, the annual maximum will be \$1,200.00. Effective January 1, 2002, the annual maximum will be \$1,300.00.

#### **69.04 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) (a) Paramedical coverage will include the service of practitioners licensed as speech therapists, osteopaths, chiropractors, podiatrists, Naturopath, acupuncturist, chiropodist and the Victorian Order of Nurses (VON). Annual maximum per discipline is \$500.00.



- (b) Effective January 1, 2000, the maximum amount for chargeable expenses for vision care will be increased from \$175.00 to \$200.00 in any 18 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.
  - (c) Add to the existing Out of Canada medical insurance, an Emergency Travel Assistance benefit to provide 1-800 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 that 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. Brand name drugs are covered if no generic drugs are available.
- (4) Effective February 1, 2005 specify that charges for blood testing monitor equipment, standard syringes, needles and diagnostic aids, and other supplies required for the treatment of diabetes will be covered including supplies for insulin injection pumps. (Charges for cotton swabs, rubbing alcohol, automatic jet injectors, insulin pumps and similar equipment are not covered.)

#### **69.05 Basic Extended Health Care Plan Upon Retirement**

For employees who retire on or after November 1, 1985, a basic Extended Health Care Plan will be introduced, fully paid by the Company. Surviving spouses, as defined in the Pension Plan, of the aforementioned employees will also be covered by the basic Extended Health Care Plan.

Effective January 17, 2005, a new Health Spending Account will be instituted. Employees who retire within two years of January 1, 2005 would be offered the choice of the current plan above or the HSA. The provisions of the HSA are not reproduced here but will be made available. The parties commit to further discuss the design of the HSA during the closed period.

#### **69.06 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.

#### **69.07 Pension Plan**

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, 2005, the pension contribution formula for employees represented by the TCRC is 7.19% of earnings up to and including the Years' Maximum Pensionable Earnings (YMPE) as established from time to time by the Canada Revenue Agency, and 7.48% of earnings in excess of the YMPE.
- Effective January 1, 2005 the pension formula for establishing a pension for employees represented by the TCRC is 1.7% 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.
- 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.

## **ARTICLE 70 - INVESTIGATION & DISCIPLINE**

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- 70.01** 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.
  - (2) The notification shall include advice to the employee of their right to have an accredited representative of the Union attend the investigation.
  - (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.
  - (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 Chair(s).
  - (6) The employee will sign their statement and be given a copy of it.
- 70.02** Clause 70.01(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.
- 70.03** 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.

- 70.04** 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.
- 70.05** An employee is not to be held off unnecessarily in connection with an investigation unless 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. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for time lost in accordance with Clause 30.01(1), (2), (4) or Clause 49.01(1), (2), (4).
- 70.06** When an employee is dismissed or resigns they shall within five days be paid, and as soon as possible on request be given a certificate of service.
- 70.07 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.
- 70.08 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 Chair 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 Chair for their information.

#### **70.09 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 Chairperson of the Union and the General Manager.
- (7) The General Chairperson 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.

## Letter Re: Investigations

MONTREAL, July 25, 1989

Mr. W. M. Jessop,  
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 our discussions during negotiations concerning the unions' demands relating to Investigations.

One of the matters raised by the General Chairpersons was that employees were not always able to have the desired accredited representative of the Union to assist them at investigations due to their unavailability at the time for which the investigation was scheduled. You were advised that, under normal circumstances, the Company does allow 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. You recognized, however, inasmuch as the words "of their choice" do not appear in the Collective Agreement provisions respecting Investigations, that 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.

Another issue raised by the General Chairpersons related to the use of technical documents and records such as Q-Tron tapes in investigations which, they suggest, is becoming a frequent occurrence. They have complained that, in many cases, neither the employee nor their representative was qualified to interpret this evidence when confronted with it. It was agreed that, upon request, we would confirm to the employee whether or not such technical evidence will be used at an investigation in order that they might arrange for a qualified accredited representative.

It was further agreed that the employee and their representative would be allowed time to study this evidence as well as any other evidence to be introduced at the commencement of the investigation. It was further understood that should any new facts come to light during the course of the investigation, this would be investigated and, if necessary, further memoranda would be placed into evidence during the course of the investigation.

Another concern raised by the General Chairpersons was that investigations conducted at other than employee's home terminals, due to the expanded Superintendents territories, put undue hardship on the employees. It was agreed that 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. You acknowledged, moreover, that should the employee desire another employee to appear as a witness on their behalf it would be their responsibility. In this regard, it was agreed that, should you 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 Chairperson. 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.

All Officers responsible for conducting investigations will be apprised of the contents of this letter for their guidance.

Yours truly,

(Sgd.) L. A. Clarke

Manager, Labour Relations

cc: Messrs. E. S. Cavanaugh J. M. White

**Letter Re: Examine witnesses during an investigation**

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 Demand No. 19.4 regarding the right of the employee and/or representative to examine witnesses during an investigation.

You were advised that, in our opinion, Clause(c) of the Investigation and Discipline Articles in the UTU Collective Agreements contemplates this happening whenever evidence, which may have a bearing on the employee's responsibility, is being secured from Company personnel.

It was explained to you that it is our practice to take a statement from unionized employees and obtain memoranda from others, primarily Officers. The procedure therefore to permit such witness to be examined will be different.

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.

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.

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.

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.

Arrangements will be made to ensure that all Officers involved with conducting investigations are made aware of these procedures.

Yours truly,

(Sgd) R. Colquhoun

Manager, Labour Relations

**Letter Re: Investigations and Discipline - Effective July 1, 1995**

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

Mr. L. O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
404-630 8th Avenue S.W.  
Calgary, AB T2P 1G6

Mr. D. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

Mr. D. A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
695 Markham Road, Suite 32  
Scarborough, ON M1H 2A5

Dear General Chairpersons:

The Company is in the process of developing a re-write of the Guide to Investigation Procedures. A draft copy of that document will be provided to the CCROU for review and comment and a meeting between Company and Union Officers will be convened shortly thereafter to discuss the issue.

A determination will be made at that meeting with regard to appropriate areas that should be included in the development of a joint Company and CCROU investigation procedure and discipline handling program.

The Jointly developed program will be used by both the Company and the CCROU as an educational tool for to further develop understanding of these issues by local Company and CCROU representatives

The Company will bear the development costs of the actual training program in respect of consultant fees, if any, and management costs. The Company and the CCROU will each bear the costs associated with their respective representatives to the committee and for attendance of their respective representatives at the training program. To the extent possible, training programs will be held at various home terminals to reduce travel costs.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway Operating Unions  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

**Letter Re: Customer Relations**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Alberta M1H 2A5

Dear Sirs:

This pertains to our discussions during the recent round of collective bargaining in respect of the importance of establishing and maintaining good customer relations, and the impact that crews' performance can have regarding customer service.

It was agreed that, in cases where intervention is found to be necessary, it would be addressed in the following manner;

- (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 Chair(s) 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.

If this is your understanding, would you please so indicate in the space provided below.

Yours truly,

Assistant Vice-president  
Industrial Relations

cc: Mr. T.G. Hucker  
Mr. J.W. Armstrong

I concur:

---

D.C. Curtis  
General Chairman

---

L.O. Schillaci  
General Chairperson

---

D.A. Warren  
General Chairperson

---

R.S. McKenna  
General Chairman



## **ARTICLE 71 - GRIEVANCE PROCEDURE**

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### **Wage Claims and/or Alleged Violations of the Collective Agreement**

**71.01** 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.

**71.02** 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 Chairperson 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 Chairperson 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 Chairperson 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 Chairperson 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**

**71.03** 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 Chairperson 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 Chairperson 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.

**71.04** 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.

**71.05** The time limits specified in this Article may be extended by mutual agreement.

## **ARTICLE 72 - MATERIAL CHANGE IN WORKING CONDITIONS**

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### **Section 1**

#### **72.01 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 Chairperson 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.

#### **72.02 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.

**72.03** While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under Clause 72.02 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.

#### **72.04 Negotiations - Procedure - Arbitration**

The negotiations referred to in Clause 72.02 shall be conducted between the General Manager (or their delegate) and the General Chairperson and shall commence within 20 days of the date of the notice specified in Clause 72.01. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute with the exception of Article 42 governing a change in established home terminals shall, within 7 days of the cessation of negotiations, be referred to the Vice-President, Industrial 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 72.01 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 72.05.

- 72.05** The Board of Review shall, within 20 days 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 72.06, 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 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, either or each may 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 from date of the request for arbitration and shall render a decision together with reasons therefore in writing within 15 days 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.

- 72.06** Time limits specified in Clauses 72.04 and 72.05 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.
- 72.07** 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.
- 72.08** 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.
- 72.09** The appointment of the Arbitrator referred to in Clause 72.05 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.
- 72.10** In the event either party serves notice as provided in Clause 72.09, 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 72.05 and by the provision of Clause 72.07.

### **72.11 Relocation of Employees**

Notwithstanding the provisions of Clause 72.01, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.

### **72.12 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.

### **72.13 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 Chairperson direct to the General Manager, and must be presented within 60 days from the date of the cause of the grievance.

## **Section 2**

### **72.14 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:

An employee:

- (i) 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:  
30 days (road)  
21 days (Yardpersons and Yardmasters)  
or major portion thereof.
  - (ii) Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause 72.15.
- (3) Must establish that it is impractical for them to commute daily to new location.

### **72.15 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 \$715 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 \$180 for an employee without dependents, and that an additional amount of \$75 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 1.20.
- (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) (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. 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.
  - (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 Item 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 Item 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 Item 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 Clause 72.15(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 \$5,500. 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 \$185 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. 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.
- (8) Alternatively to (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**

#### **72.16 Early Retirement Allowance**

An employee whose position is abolished by a change made under the provisions of Clause 72.01 or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if they are eligible and elects to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (1) An allowance of \$60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which they would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years; **or**

- (2) a lump sum payment calculated as follows:

Age at Retirement	Lump sum equivalent of the total value of monthly allowances he/she could have received under this provision
55 or 60	75% up to 60 months entitlement
56 or 61	80% up to 48 months entitlement
57 or 62	85% up to 36 months entitlement
58 or 63	90% up to 24 months entitlement
59 or 64	95% up to 12 months entitlement

An employee who elects benefits under this Section 3 will not be entitled to any other benefits provided elsewhere in this Article. The early retirement allowance will cease upon the death of the employee.

**Section 4**

- 72.17** 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 5**

- 72.18** 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.
- 72.19** 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.
- 72.20** The provisions of this Article apply to Road Service employees, Yard Service employees, Car Retarder Operators and Switchtenders.

**Appendix "A" - Appraisal Procedure**

When an affected employee desires to sell their home under the provisions of Clause 72.15(6) 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 option 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 Clause 72.15(6)(a).
- (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 Clause (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 Clause (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 Clause (e) or (f) shall be paid by the Company.

<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:			

**Letter Re: Relocation Benefits**

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 Relocation Benefits provided under Section 2 of the Material Change in Working Conditions Articles in the U.T.U. Collective Agreements and has particular reference to the procedure for handling claims for reimbursement for loss sustained on the sale of an employee's home under Item 6 of that Section.

Following the determination of a fair market value for the home, the employee has the right to sell their house and claim reimbursement for any loss sustained in accordance with the provisions of Item 6. Accordingly, should the employee receive an offer to purchase the home and they immediately notify the Company of the offer, we are obligated to exercise our option whether or not to purchase the home prior to the expiry time of the offer which may be two or three days.

Please ensure that all Officers involved with handling claim of this nature are aware of the proper procedure to be followed.

(Sgd.) B.P. Scott

(for) Manager, Labour Relations

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



## **ARTICLE 73 - GUARANTEE - ROAD & YARD SERVICE**

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### **Road and Common Spare board**

#### **Employees having a seniority date on or before June 18, 1990**

**73.01** Employees on a road or common spare board having a seniority date on or before June 18, 1990, will receive a guarantee of 3500 miles monthly at the required Trainperson's rate of pay. An employee assigned to the spare board for only a portion of a month 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 month.

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 1,615 miles at the Required Brakeperson's through freight rate in any regular pay period. Miles, for the purpose of this clause, shall be those outlined in Article 17, Clause 17.12.
- (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 rate of 115 miles for each day in the pay 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.

#### **Employees having a seniority date after June 18, 1990**

**73.02** 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 3500 miles monthly, at the through freight Brakeperson's rate of pay. An employee assigned to the spare board for only a portion of a month 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 month.

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 pay period regularly set up, at the through freight Brakeperson's rate of pay.

#### **73.03 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.

#### **73.04 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:

<b>Effective</b>	<b>100%</b>	<b>95%</b>	<b>90%</b>	<b>85%</b>
January 1, 2003	\$209.63	\$199.15	\$188.67	\$178.19
January 1, 2004	\$215.92	\$205.12	\$194.33	\$183.53
January 1, 2005	\$221.32	\$210.25	\$199.19	\$188.12
January 1, 2006	\$227.96	\$216.56	\$205.16	\$193.77

- (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:

<b>Effective</b>	<b>100%</b>	<b>95%</b>	<b>90%</b>	<b>85%</b>
January 1, 2003	\$119.78	\$113.79	\$107.80	\$101.81
January 1, 2004	\$123.37	\$117.20	\$111.03	\$104.86
January 1, 2005	\$126.45	\$120.13	\$113.81	\$107.48
January 1, 2006	\$130.24	\$123.73	\$117.22	\$110.70

- (3) Each time an employee books sick or otherwise is not available for duty, at times other than those specified in Clause 73.04 (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 Clause 73.04(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<sup>11</sup>. 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 Clause 73.04 (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 Clause 73.04 (1), above.
- (5) Trainpersons on Road or Common Spare board, who submit their claims in accordance with Clause 73.05(4) and who are subject to more than 1 reduction in the amount of the guarantee payable to them in any pay period shall not be entitled to claim any guarantee payment for such period using the provisions of Clause 73.05(4). Trainpersons subject to more than two reductions in a calendar month, pursuant to the terms of this agreement, shall not be entitled to any guarantee for such month, and may be subject to the application of Clause 73.05(5).
- (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.

<sup>11</sup> See Letter Re: Calling Spareboard employees after 8 hours rest appended to the end of Article 73.04.

**Letter Re: Calling Spare board employees after 8 hours rest**

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.A Warren  
General Chairperson  
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 Articles 73.04(3) (West) and 38(c)3(b)i (East) in the CPR-CCROU(UTU) 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 Chairperson (UTU-West)

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

**73.05 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) Claims for the monthly Spare board guarantee may be submitted on a bi-weekly basis. Payment of the appropriate portion of this monthly Spare board guarantee shall be made, subject to the conditions outlined in Clauses 73.01, 73.02, 73.04 and 73.05, on the current pay period. The Company shall bear the additional costs associated with bi-weekly processing of Trainpersons' Spare board Guarantee Claims.
- (5) 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.
- (6) Spare board guarantee payments are subject to General Wage increases.

**Freight Service Guarantee**

**73.06** 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.

**73.07** Unless otherwise mutually agreed, separate Spare boards for Yardpersons will be maintained at Thunder Bay, Winnipeg, Calgary and Coquitlam.

**73.08 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 Chairperson 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;

<b>Effective</b>	<b>100%</b>	<b>95%</b>	<b>90%</b>	<b>85%</b>
January 1, 2003	\$1,416.39	\$1,345.57	\$1,274.75	\$1,203.93
January 1, 2004	\$1,458.88	\$1,385.94	\$1,312.99	\$1,240.05
December 31, 2004*	\$1,474.88	\$1,401.14	\$1,327.39	\$1,253.65
January 1, 2005	\$1,511.75	\$1,436.16	\$1,360.58	\$1,284.99
December 31, 2005*	\$1,527.75	\$1,451.36	\$1,374.98	\$1,298.59
January 1, 2006	\$1,573.58	\$1,494.90	\$1,416.22	\$1,337.54
* Special Yard Increase Calculated based on 8 hours * \$0.25 * 8 days (64 hours)				

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 Clause 73.04 (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 Clause 73.08 (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.

**73.09** 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 73.09 do not apply to employees on a Common Spare board.

**73.10** Yardpersons Spare board will be called first-in first-out except as provided in Clauses 73.09 and 73.15 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.

**73.11** 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.

**73.12** 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.

**73.13** A spare Yardperson not available for call in their turn will be placed at foot of Spare board.

**73.14** 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.

**73.15** 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.

- 73.16** Spare board guarantee claims must be submitted in CMA with the appropriate claim codes.
- 73.17** 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
- 73.18** 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.
- 73.19** The Company shall bear the additional costs associated with bi-weekly processing of Yardpersons' Spare board Guarantee Claims.
- 73.20** 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**

- 73.21** 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 68.01 will not be applied against the guarantee. This will not apply to spare employees. The General Holidays referred to are those specified in Clause 68.01.
- 73.22** 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 practise will be continued respecting a shift immediately preceding the General Holiday being regarded as the General Holiday.
- 73.23** In the event a regular or regular relief job or assignment is abolished, schedule rules and practices will govern.

## **ARTICLE 74 - UNION SECURITY**

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### **74.01 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 permanent Company supervisory position on or subsequent to July 14, 1995, who also holds seniority rights in any craft represented by the Union will continue to accumulate bargaining unit(s) seniority for a period of one year following the date of their appointment, after which time their seniority will no longer accrue.
- (3) Any employee appointed to a Company supervisory position on a temporary basis, who also holds seniority rights in any craft represented by the Union shall continue to accumulate bargaining unit seniority in accordance with current practices.
- (4) 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.

Division Trainers.

Any other such position that may be mutually agreed upon, from time to time, by the parties to this collective agreement.

- (5) For the purposes of this Article, a Company supervisory position on a temporary basis is defined as a company supervisory position, the holder of which is not entitled to the benefits under Canadian Pacific Railway's "Management, Supervisor, Professional, Specialist" program or such other program that may be employed by the Company in the future. The Company will, at the time appointments are made to company supervisory positions from the ranks of any person holding seniority rights in any craft represented by the Union notify the Union, in writing, if such appointment is temporary or permanent.
- (6) After an individual appointed to a Company supervisory position under the provisions of 1) or 2) above is no longer accruing seniority pursuant to the provisions of this Article, their name will be removed from the next published 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 individual's seniority has been frozen.
- (7) 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.

## **ARTICLE 75 - LOCOMOTIVE ENGINEER TRAINING**

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### **General Conditions**

- 75.01** The term Trainperson/Yardperson is in recognition of the Interchangeable Rights Agreement.
- 75.02** To be eligible for training, a Trainperson/Yardperson must have at least two years of cumulative service in Road and/or Yard Service.
- 75.03** 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.
- 75.04** 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.
- 75.05** The Company in consultation with the Union, will identify subdivisions or subdivision runs upon which it is impractical to provide on the job training.
- 75.06** 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 75.03, 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 75.12.

- 75.07** The Company reserves the right to train Locomotive Engineers on a one-to-one basis at its discretion.
- 75.08** Unless as expressly provided in Clause 75.04, 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.
- 75.09** 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.
- 75.10** 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.
- 75.11** 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 (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 sub-clause (c) 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 (c).



**75.12** 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.

**75.13** 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 the TCRC (LE-W) Collective Agreement.

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

**75.15** 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.

**75.16** 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 Clause 76.01(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.

**75.17** 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.

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

**75.19** 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.

**75.20** 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.

**75.21** 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.

**75.22** 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.

**75.23** 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.

**75.24 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 Chairperson 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.

**75.25 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 of 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:** In both 75.24(5) and 75.25(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.

**Letter Re: Advanced Locomotive Engineer Training**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This pertains to our discussions during the current round of collective bargaining regarding your desire to have input in the development of an advanced Locomotive Engineer Training Program for employees already qualified as Locomotive Engineers.

This is to confirm the Company's commitment to provide an opportunity for input in the development of this program. Upon ratification of this agreement, the Training Department will contact the offices of the Locomotive Engineer Committees to make arrangements for gathering input.

Yours truly,

M.G. DeGirolamo  
Assistant Vice-President

**Letter Re: Selecting candidates for Locomotive Engineer's Training Program**

CP Rail

Internal Correspondence

Date: Montreal, November 15, 1985

From: J.T. Sparrow

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

During the course of the negotiations with the United Transportation Union, the Union raised some questions with respect to the criteria used in selecting candidates for the Locomotive Engineer's Training Program. It was stated that individuals were being turned down for training for reasons such as poor attitude or poor attendance without such faults ever having been brought to their attention previously.

In response to these comments we agreed to write to the Regions to remind them that the criteria used to select candidates for Engineer training should be merit, fitness and ability and that such criteria should be applied on a consistent basis. If you are not already so doing, please ensure that new employees are advised of what the criteria are and what is expected of them should they wish to be considered for Engineer training.

As you know, when an individual is turned down for training or released from the program, on request, he may receive the reasons in writing. In such circumstances we agreed that, should the employee so wish, he will be entitled, accompanied by the appropriate Union representative, to a meeting with the responsible Company Officer to discuss such reasons.

(Sgd.) B.P. Scott

(for) Manager, Labour Relations

## **ARTICLE 76 - LOCOMOTIVE ENGINEER EXTRA BOARD**

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- 76.01** A “Locomotive Engineer Extra Board” will be established for the calling of qualified Locomotive Engineers, who are not working as such, under the following conditions:
- (1) Employees from the “Locomotive Engineer Extra Board” will only be called to service when all other existing avenues of providing relief from the ranks of working Locomotive Engineers has been exhausted.
  - (2) 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, and they will take such work when called.
  - (3) The initial placement on the “Locomotive Engineer Extra Board” will be by seniority and thereafter will work on a first-in, first-out basis.
  - (4) A qualified Locomotive Engineer who is first out and not available for service when called will be placed at the bottom of the Locomotive Engineer Extra Board and not subject to call as a Locomotive Engineer for 12 hours.
  - (5) Miles earned when called from the “Locomotive Engineer Extra Board” 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.
  - (6) If the “Locomotive Engineer Extra Board” is exhausted, qualified Locomotive Engineers not working as such 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.
  - (7) 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.

## **ARTICLE 77 - TRAINPERSONS NATIONAL RESERVE BOARD**

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- 77.01** 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.
- 77.02** 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.
- 77.03** (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.
- 77.04** (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:
  - (a) date and time on which application for employment was made. If the same,
  - (b) the local time at which they started work in the bargaining unit. If still the same,
  - (c) by a drawing of names as arranged by the appropriate Company and TCRC Representatives.

- 77.05** 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.
- 77.06** 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.
- 77.07** 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.
- 77.08** 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.
- 77.09** 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.
- 77.10** 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.
- 77.11** 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.
- 77.12** 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.
- 77.13** 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 77.11 above for each calendar day that training occurs. Familiarization trips will not count towards monthly mileage.
- 77.14** 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 77.05.

## ARTICLE 78 - INTERNAL DETOURING

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- 78.01** 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.
- 78.02** Detouring, in the application of this Article, is intended to be on a temporary basis, not to exceed a period of one month.
- 78.03** 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.
- 78.04** 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.
- 78.05** 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.
- 78.06** 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.
- 78.07** 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.
- 78.08** Employees assigned to instruct in accordance with 78.06 and/or 78.07 will be paid the established Instructor's allowance in accordance with their collective agreements.
- 78.09** Employees performing familiarization and qualification trips will be compensated in the same manner as employees performing the working tour of duty.
- 78.10** 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.
- 78.11** 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.

- 78.12** 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.
- 78.13** 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.
- 78.14** 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.
- 78.15** 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 a rate of \$0.30 per kilometre.
- 78.16** 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.
- 78.17** 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.
- 78.18** Employees participating in detour operations will receive four consecutive personal days off, scheduled by the Company, within every fourteen-day period.
- 78.19** 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.

## **ARTICLE 79 - LOCAL RULES**

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- 79.01** 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 Chairperson.

## **ARTICLE 80 - FINAL SETTLEMENT OF DISPUTES WITHOUT WORK STOPPAGE**

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- 80.01** All differences between the parties to this Collective Agreement concerning its meaning or violation which cannot be mutually adjusted shall be submitted to the Canadian Railway Office of Arbitration and Dispute Resolution for final settlement without stoppage of work.

## ARTICLE 81 - UNION DUES AGREEMENT

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### 81.01 Deduction of Dues

The Company shall deduct on the payroll for the pay period which contains the 1<sup>st</sup> 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. (CTY), subject to the conditions and exceptions set forth hereunder.

**81.02** 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. (CTY) 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. (CTY) 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. (CTY), the names of employees under the jurisdiction of each Division and Local Committee of Adjustment of the T.C.R.C. (CTY) and the amount of regular monthly dues of each Division. The General Chairperson shall give such notice to the Manager, Labour Relations.

**81.03** 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. (CTY) concerned. Membership will not be denied for reasons of race, national origin, colour or religion.

**81.04** 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 1<sup>st</sup> 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.

**81.05** If the wages of an employee payable on the payroll for the period that includes the 1<sup>st</sup> 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.

**81.06** 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.

**81.07** 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.

**81.08** 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. (CTY) 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.

**81.09** Deleted effective August 1, 1999. Formerly 8(a)(b).



- 81.10** 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.
- 81.11** 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 defence of such action. Each party will bear its own cost of such defence 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.
- 81.12** 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.

**Letter Re: Union Dues**

CANADIAN PACIFIC RAILWAY

CALGARY, August 31, 2000

Mr. L. O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions (UTU)  
Suite 306, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

During the process of incorporating MOS Changes into the Collective Agreement we encountered some difficulty placing language appropriately, relating to Union Dues. To resolve this problem, this letter will be added to the collective agreement.

Regarding the subject issue, we agreed to establish the following:

- 1) That the Company will develop a process for automatic union dues deduction.
- 2) The Company shall waive the fee charge (\$0.10/member/month) for local assessment of union dues.

Yours truly,

M. DeGirolamo  
Assistant Vice-president  
Industrial Relations

## **ARTICLE 82 - PRINTING OF AGREEMENT**

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**82.01** 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.

## **ARTICLE 83 - DURATION OF AGREEMENT**

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**83.01** Agreement is effective January 17, 2004 and supersedes all previous Agreements, rulings or interpretations that are in conflict therewith. It will remain in effect until December 31, 2006 and thereafter until revised or superseded. 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.

## **ARTICLE 84 - TRAINING DEVELOPMENT**

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- 84.01** 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.
- 84.02** Training programs for Rules Qualifications, New Hire training and Locomotive Engineer training will be developed in consultation with the General Chairman or their designates.
- 84.03** 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.
- 84.04** In the event of a disagreement with respect to the structure and/or content of a training program, the General Chairmen or 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, Industrial Relations.
- 84.05** All training programs above will be filed with the office of the TCRC VP and National Legislative Representative.

## **ARTICLE 85 - RETURN TO WORK POLICY**

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- 84.01** 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.
- 84.02** 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.
- 84.03** 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.

**Letter Re: Medical Restrictions**

November 15, 1985

Mr. B. Marcolini  
General Chairperson  
United Transportation Union  
1570 Brimley Road  
SCARBOROUGH, Ontario  
M1P 3G9

Mr. J.H. McLeod  
General Chairperson  
United Transportation Union  
403-630 -- 8th Avenue S.W.  
CALGARY, Alberta  
T2P 1G6

Dear Sirs:

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.

Such restrictions may, of course, be temporary or permanent dependent on the medical condition of each employee.

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.

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.

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.

Yours truly,

(Sgd.) B.P. Scott  
(for) Manager, Labour Relations

c.c.: Dr. W.L. May

## 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 - 9<sup>th</sup> 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.

## APPENDED LETTERS

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Letter Re: HRIS / CCS

CANADIAN PACIFIC RAILWAY

CALGARY, April 27, 2000

Mr. L. O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions (UTU)  
Suite 306, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

It was agreed that the Company would arrange a demonstration on how cumulated compensated service (CCS) is calculated within the new human resource information system HRIS. The Council will be consulted prior to the introduction, or changes made to, the Company's HRIS or other computer systems that would have any impact on Council members.

It is further agreed that employees earning their maximum monthly mileage will not see their annual vacation allotment negatively impacted, regardless of their availability during the month in question.

Yours truly,

Assistant Vice-president  
Industrial Relations

**Letter Re: Rocky Mountaineer**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating  
Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Dear Sirs:

This is in connection with our recent discussions culminating with the Memorandum of Settlement signed this date in Calgary, Alberta between the Canadian Pacific Railway Company and the Canadian Council of Railway Operating Unions.

One of the issues raised by the Company during the negotiations was the crew consist of the excursion trains operated by Great Canadian Rail Tours, the Rocky Mountaineer. Currently the crew size on each of the Laggan, Mountain and Shuswap Subdivisions is two locomotive engineers and two trainpersons.

While we chose not to alter existing provisions in the collective agreement(s), we have agreed that, upon ratification of the memorandum of agreement, the Rocky Mountaineer shall be operated with a crew consist of one locomotive engineer and one conductor, both of whom will be located in the locomotive.

It is also agreed that conductor only rates of pay and premiums for work performed will apply.

Yours truly,

Assistant Vice-president

Industrial Relations

cc: Mr. T.G. Hucker

Mr. J.W. Armstrong

I concur:

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General Chairman, CCROU (BLE)

---

General Chairman, CCROU (UTU)

**Letter Re: Crew Calling: CMA & MTPL**

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

Mr. L. O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
404-630 8th Avenue S.W.  
Calgary, AB T2P 1G6

Mr. D. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

Mr. D. A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
695 Markham Road, Suite 32  
Scarborough, ON M1H 2A5

Dear General Chairpersons:

During this round of negotiations you raised a number of concerns regarding train lineups and crew calling.

Train lineups have been a subject of discussion for several rounds of negotiations. Your ongoing concerns regarding the consistency and accuracy of lineups 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 lineup 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 lineup 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 Chairpersons, 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: Accommodation**

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:

During our discussions concerning the concluding of a Conductor-Only Agreement, you requested clarification as to the accommodation which would be provided as referred to in Article 8 b), for protected employees who were required by the Company to fill required positions at other locations where there was a shortage of employees.

This will serve as confirmation that protected employees will be provided with accommodation which may include a Company rest house. In the event that a commercial facility such as motel or hotel is used, the Company will ensure the availability of cooking facilities or that a restaurant facility is available.

Yours truly,

(Sgd) R. Colosimo

Vice-President  
Industrial Relations

cc: Messrs L. Olson  
B. Marcolini

**Letter Re: Starting times Road Switcher and Way Freight Service**

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 negotiations with respect to the Company's Demand 4 on the UTU relating to the advancement of starting times for road switcher and wayfreight assignments.

The main requirements for such a change would be to satisfy a temporary request from a customer for service at a different time or to accommodate work programs on the territory over which the assignment works. There may be other valid reasons as well. During our discussions with respect to this demand, it was determined that local arrangements were presently being made to advance such starting times on a trip by trip basis or for continuous short periods of time at some locations.

It was recognized by both parties that the requirements for such a change can best be determined locally and Local Company and Union Officers would be encouraged to realistically consider and evaluate requests for advancing starting times for assigned Road Service and may make appropriate arrangements when jointly considered necessary.

Yours truly,

(Sgd) R. Colquhoun

Manager, Labour Relations

**Letter Re: Condition of resthouses and Yardpersons' lunch rooms.**

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 refers to discussions during negotiations relating to your demand on the condition of resthouses and Yardpersons' lunch rooms.

During the course of these discussions, you alleged that certain resthouses, in your words, were "not being maintained in a suitable condition".

It was agreed that 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.

It was agreed that should the Local Chairperson 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 Chairperson will be advised in writing the results of this investigation.

It was further agreed, that failing a resolve of the matters raised pertaining to the condition of these resthouses, unresolved issues would be brought to the attention of the General Chairperson and the General Manager for further handling.

Yours truly,

(Sgd) R. Colquhoun  
Manager, Labour Relations

cc: Messrs. D.B. Campbell  
K Jansens  
C. Minto  
M.G. Mudie  
F. J. Green

**Letter Re: Cab Committee**

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 UTU demand 9.6 related to a Cab Committee.

This will confirm that there presently exists a Locomotive Cab Committee which is to provide a forum for train crews (through their representatives on the UTU) to discuss items of mutual benefit and concern dealing with the design, maintenance and operation of locomotive cabs.

The Cab Committee will be comprised of one Union representative from the UTU from both the East and Western Committees as well as Company representatives from Mechanical, Transportation and Labour Relations.

The Union representatives will act on behalf of their organizations and communicate the status and disposition of the various issues discussed to their membership.

It is the intention of both the Unions and the Company to continue with this Cab Committee with meetings to be arranged as required.

Yours truly,

(Sgd) R. Colquhoun

Manager, Labour Relations  
CP Rail

**Letter Re: Cab Committee #2**

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to your concerns during bargaining pertaining to a Cab Committee.

To address this issue, it was confirmed that there presently exists a Locomotive Cab Committee and that it is the intention of both the Union and the Company to continue with this Cab Committee with meetings to be arranged as required, with a minimum of once per year unless otherwise mutually agreed.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

**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: 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 Chairpersons 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 Chairpersons 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 Chairperson to the General Manager.

(Sgd.) J. T. Sparrow

Manager, Labour Relations

cc: Messrs. B. Marcolini  
P. P. Burke

**Letter Re: Crew consist on self propelled equipment – (Former Appendix B-24)**

CP Rail

MONTREAL, April 18, 1988

Mr. J.R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road  
Suite 6  
Scarborough, Ontario  
M1H 2A5

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

Gentlemen:

This has reference to recent negotiations and in particular to your Demand #14, which reads as follows:

"Crew consists on self-propelled equipment operating on CP Rail tracks when equipped with a drawbar."

During the negotiations, you were informed that the Company's policy in respect of the operation of self-propelled equipment is that except 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.

Yours truly,

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



## Letter Re: Collective Agreement Consolidation

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regard to our discussions concerning the eventual combining of the four Collective Agreements, as administered by the four General Committees of Adjustment of the Teamsters Canada Rail Conference at Canadian Pacific Railway.

A core committee will be formed that will be charged with the initial organizing of the four Collective Agreements into one working document. The structure of the core committee will be one representative from each of the four General Committees, as selected by the General Chairmen, and two from the Company. This working document will reflect the entire contents of all the Collective Agreements, which include the Archive Documents, and all letters of understanding and/or any other documents(s) that apply.

The working document will be organized to reflect and identify all the Clauses, letters, or any other portion of the existing documents that are:

- Entirely the same in language and application.
- Portions of Articles, Clauses or letters, which are the same in language and applications
- Portions of Articles, Clauses or letters that are very similar in language and application.
- Articles, Clauses or letters, which are distinct by craft, region, or some other factor, which may be found to apply.

The core committee will meet to prepare and formulate the working document and propose a work plan which will then be presented to the General Chairmen and Director of Labour Relations. The General Chairmen and Director of Labour Relations will review the working document and work plan and jointly decide on the structure of a working committee based upon the work plan. Under the direction from the core committee and based on the work plan, the working committee will completely review those articles that are the same and jointly formulate recommendations on how Articles or Clauses that are so similar in structure and application that they may be merged into one common Article or Clause. They will also confirm those Articles or Clauses which are not similar in content or application, but without recommendations. When completed, the working document will be presented to each General Chairman and the Director of Labour Relations.

The core committee will be formed and begin their meetings no later than January 15, 2006. The working committee will be formed and begin their meetings within 90 days of the meeting between the General Chairmen and the Director of Industrial Relations, unless otherwise agreed.

The printing and distribution of all four updated Collective Agreements will be completed prior to this process beginning.

Payment of all wages and expenses of each committee member shall be the responsibility of the Company.

Yours truly,

I Concur:

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## Letter Re: Banking of Certain Payments

November 13, 2004

Mr. T.G. Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference  
150 Rue Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

Dear Sir:

This is in regards to your request during bargaining pertaining to providing employees with the ability to bank certain payments as outlined below.

- Employees earning mileage or monetary payments that are not charged against their monthly miles, such as C-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.

- Employees will be required to advise the Company of their intention to bank such payments prior to the completion of the pay roll cut off date that the payment has been earned in.

-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.

To address this issue, it was agreed that the parties would review the possibility of establishing such an ability during the closed period.

Yours truly,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

TG Hucker  
Vice President & National Legislative Representative  
Teamsters Canada Rail Conference

## MAP OF CHANGES

Subsequent to the Memorandum of Agreement signed in 1999, the updated Collective Agreement was renumbered. With the 2003-2006 agreement other changes were made and the Articles were adjusted as follows:

NEW ARTICLE #	SUBJECT	OLD ARTICLE #
1	Rates Of Pay	1
2	Passenger Service	2
3	Short Turnaround Passenger Runs	3
4	Passenger Monthly Guarantee	4
5	Extra Mileage Made By Passenger Crews	5
6	Consists Of Crews - Passenger Train Service	6
7	Passenger Train Crew Handling Freight Cars	7
8	Handling Government Mail	8
9	Consists Of Road Crews In Other Than Passenger And Self-Propelled Service	9
10	Conductor-Only Operation In Freight Service	9A
11	Filling Of Vacancies – Weekly Placement Process	New
12	Freight Service	11
13	Conversion Of Rates	12
14	Running Off Main Rack	13
15	First-In And First-Out	14
16	Held-Away-From-Home Terminal	15
17	Monthly Mileages	16
18	Wayfreight Service	17
19	Roadswitcher Service	18
20	Road Service - Assigned Service Conditions	42
21	Work Train Service	20
22	Road Service - Full Crew	19
23	Road Service - Extension Of Yard Switching Limits	21
24	Road Service - Deadheading	22
25	Road Service - Miscellaneous Service	23
26	Road Service - Double heading & Helping	45
27	Road Service - Calling	24
28	Road Service - Called & Cancelled	25
29	Road Service - Rest Rule	26
30	Road Service - Attending Court & Held Off Company Business	27
31	Road Service - Piloting	28
32	Road Service - Caboose Rules	30
33	Road Service - Run-Through (Pooled) Cabs	APPENDIX A-2
34	Road Service - Cabooseless Train Operations	30A
35	Road Service - Defective Equipment	31
36	New Hiring Training And Experienced Trainpersons	33 and New
37	Road Service - Trainpersons Temporarily Transferred	34
38	Road Service - Preference Of Work & Promotion	36
39	Road Service - Filling Temporary Vacancies	37
40	Zone Agreement	38
41	Interchangeable Seniority Rights	APPENDIX A-4
42	Changing Home Terminals	43
43	Road Service - Seniority	35
44	Yard Service - Preference Of Work & Promotion	YD.7

45	Yard Service - Yard Rules	YD.1
46	Yard Service - General	YD.2
47	Yard Service - Starting Times	YD.3
48	Yard Service - Rest Rule	YD.4
49	Yard Service - Miscellaneous Service	YD.5
50	Yard Service - Switching Outside Yard Limits & Work Train Service	YD.8
51	Yard Service - Consist Of Yard Crews	YD.9
52	Yard Service - Inexperienced Yardpersons	YD.10
53	Yard Service - Equipment Of Engines	YD.11
54	Yard Service - Coupling & Uncoupling Of Hoses	YD.12
55	Yard Service - Rest Before Attending Investigation	YD.14
56	Yard Service - Switching Cabooses	YD.15
57	Yard Service-Cabooses In Transfer Service & Shelter	YD.16
58	Yard Service - Spare Yardpersons	YD.18
59	Yard Service - Deadheading	YD.19
60	Yard Service - Promotion To Yardmaster & Assistant Yardmaster	YD.22
61	Yard Service - Switchtenders	YD.24
62	Yard Service – Car Retarder Operators	YD.27
63	Work Related Equipment	41 & YD.23
64	Leave Of Absence	29 & YD.21
65	Lay Off And Recall	ADDED
66	Bereavement Leave	29 & YD.21
67	Annual Vacation	40 & YD.17
68	General Holidays	46 & YD 20
69	Health & Welfare	44 & YD 25
70	Investigation & Discipline	32 & YD.13
71	Grievance Procedure	39 & YD 6
72	Material Change In Working Conditions	47 & YD 26
73	Guarantee - Road & Yard Service	11(l) - 37(d)(3) YD 17 - 18
74	Union Security	ADDED
75	Locomotive Engineer Training	APP A-3
76	Locomotive Engineer Extra Board	ADDED
77	Trainpersons National Reserve Board	48
78	Internal Detouring	49
79	Local Rules	YD.29
80	Final Settlement Of Disputes Without Work Stoppage	YD.30
81	Union Dues Agreement	APPENDIX A-1
82	Printing Of Agreement	YD 28
83	Duration Of Agreement	YD.31
84	Training Development	New
85	Return to Work Policy	New

## DETAILS OF CHANGES TO COLLECTIVE AGREEMENT

<b>Changes to Collective Agreement from Memorandum of Settlement</b> <b>COVERING YEARS 2003 – 2006,</b> <b>(BOOK OF FINAL CONTRACT LANGUAGE DATED NOVEMBER 13, 2004)</b>	
1. Term of Contract	Article 83, Duration of Agreement revised
2. Wages	<p>Articles 1.01, 1.04, 1.06, 1.07, 1.08, 1.10 and 1.11 in the Archived collective agreement were all updated and amended with the new rates of pay.</p> <p>Articles 1.05, 1.09, 1.12, 1.17 and 1.21 in the collective agreement were all updated and amended with the new rates of pay.</p> <p>Article 1.16, student training allowance was amended and rates updated.</p> <p>Article 25.12, RQ rates, were amended and updated.</p> <p>Article 25.13, Other than RQ rates were amended and updated.</p> <p>Article 73.04, Spare board guarantee reductions was amended and updated with the new rates.</p> <p>Article 73.08, Yard Spare board guarantee rates were amended and updated with the new rates.</p>
3. Pension	Article 69.07 was amended with dot points taken from the memorandum of settlement and the letters regarding pensions.
4. Benefits	Article 69.01(1) & (2), 69.02, 69.03, 69.04, & 69.05 were all amended and updated with information from the MOS.
5. Layoff and Recall	Article 65 was amended to include recall and the language was amended as per the MOS.
6. Held away	Article 16.01 (1) & (2), last sentences amended. New Clause 16.08 added.
7. Annual Vacation	<p>Letters #6 &amp; 7 re A/V Allotment and Days worked or available are appended to the end of Article 67.</p> <p>Clauses 67.25 to 67.52 were deleted and replaced by new clause 67.25 as per the MOS.</p>

8. Seniority	<p>New clauses 41.13 to 41.22 covering western regional seniority added as per MOS.</p> <p>New clauses 41.23 to 41.25 covering national seniority added as per MOS.</p> <p>Letter #8 re VROPE/VROUE/VROQUE transfers appended to end of Article 41.</p> <p>Article 10.03 (4) (a) – (d) rewritten as per the MOS.</p> <p>Reference to (vi) and (vii) removed from Q&amp;A 10.03 (Q5) and new Q&amp;A 10.03 (Q5a) added to agreement.</p>
9. Filling of Vacancies - - weekly placement process	<p>Article 27.05 deleted.</p> <p>Article 11 replaced in main agreement by Filling of Vacancies – Weekly Placement Process, old Article 11 entitled Mixed Train Service continues to appear as Article 11 in the Archived Document.</p>
10. Training	
General	Deals with Locomotive Engineer instructors.
Training Development	New Article 84 created and entitled Training Development.
Trainmen Training	<p>Article 25.11 deleted.</p> <p>Article 36 replaced by information from Appendix F of the MOS.</p> <p>Letters #1, #9 and #10 from MOS appended to end of Article 36.</p> <p>Article 1..16 Student training rates language changed.</p> <p>Article 1.21 Trainperson/Yardperson Locomotive Engineer Trainees rates change.</p>
Locomotive Engineer Training	<p>Article 75.11 (d) chart replaced.</p> <p>Article 75.24 (1) replaced with language from MOS.</p> <p>Letter #11 re advanced locomotive engineer training appended to end of Article 75.</p>
Familiarization	<p>Article 38.20 (1) &amp; (2) amended with language from MOS.</p> <p>New Clause 38.20 (8) added to Article 38.</p> <p>Sentence added to Article 75.19 as per MOS.</p>

Rules Qualification	<p>Article 25.12 chart for rates for RQ/Training Day amended to include rates for YSE, YSH and Inter-modal Conductor/foreman Coquitlam and Calgary.</p> <p>Article 25.13, chart for other training, rate per hour – 4 hour minimum amended to include rates for YSE, YSH and Inter-modal Conductor/foreman Coquitlam and Calgary.</p> <p>Article 25.12 (2) amended as per MOS.</p>
11. Consolidation of Collective Agreements	Letter #12 re consolidation of collective agreement appended at end of collective agreement under “Appended Letters” section.
12. Runaround	Letter #13 re runaround appended to end of Article 15.
13. Expanded Crew Change Point	New Clause 12.14 added to Article 12 entitled expanded crew change locations.
Expanded crew change locations	Q&A’s from Appendix G of MOS added to end of Article 12.
14. Second Engineer – Passenger Service	Not applicable to this collective agreement.
15. Expressway	<p>Reference to Expressway in Article 1.24 (17) removed.</p> <p>Reference to Expressway in Article 29.14 removed.</p>
16. TCS	Letter # 16 re TCS appended to end of Article 24.
17. Employment Equity	New clause added to preamble to Collective Agreement as per MOS.
18. Rest	<p>New Clause 28.02 added to Article 28 as per MOS and other clauses re-numbered accordingly.</p> <p>Sentence added to Article 58.05 as per MOS.</p>
19. Bereavement	Clause 66.01 replaced by language from MOS., (1) & (2).
20. Return to Work Policy	New Article 85 added to Collective Agreement using language from MOS.
21. Printing of Agreements	Article 82 amended with language from MOS.
22. Ontario District Rule 14	N/A
23. Montreal Commuter	N/A
24. Banking of certain payments	Letter #19 re Banking of Certain Payments appended to end of Collective Agreement under section “Appended Letters”:
25. Cab Committee	Letter #20 re Cab Committee appended to end of Collective Agreement under section “Appended Letters”.

26. Automobile Mileage Allowance	Article 1.20 amended to reflect increase in allowance.  Article 59.03 amended to reflect increase in allowance.  Article 78.15 amended to reflect increase in allowance.
27. General	Not for the Collective Agreement.
Letter #1 – Training Protocol	Appended to end of Article 36.
Letter #2 – Consent	Language incorporated into Article 69.07
Letter #3 – Checkerboard	Language incorporated into Article 69.07
Letter #4 – Health Spending Account	Not reproduced in Collective Agreement
Letter #5 – Layoff & Recall	Appended to end of Article 65.
Letter #6 – Annual Vacation Allotment	Appended to end of Article 67.
Letter #7 – Annual Vacation – Days Worked or Available	Appended to end of Article 67.
Letter #8 – VROPE/VROUE/VROQUE/Compassionate Transfers	Appended to end of Article 41.
Letter #9 Selection of Employees, Coaches and Field Placement Co-ordinators	Appended to end of Article 36.
Field Placement Coordinator Selection Criteria	Appended to end of Article 36.
Coach Selection Criteria	Appended to end of Article 36.
Letter #10 Coaching Program – Conductors/Yard foremen/ YSE	Appended to end of Article 36.
Letter #11 – Advanced Locomotive Engineer Training	Appended to end of Article 75.
Letter #12 – Collective Agreement Consolidation	Appended to end of Collective Agreement under section “Appended Letters”.
Letter #13 – Runaround	Appended to end of Article 15.
Letter #14 GO Transit Commuter Service – Crew Consist	N/A
Letter #15 – Expressway	References to expressway removed from Article 1.24(17) and 29.14, but no need to append letter to agreement.
Letter #16 – TCS	Appended to end of Article 24.
Letter #17 – Rest	Appended to end of Article 29.
Letter #18 – Commuter Rail – Montreal	N/A
Letter #19 – Banking of Certain Payments	Appended to end of Agreement under section “Appended Letters”
Letter #20 – Cab Committee	Appended to end of Agreement under section “Appended Letters”



Appendix A- Rate Tables	Incorporated into the agreement in various places as outlined above.
Appendix B- Annual Vacation Matrix	Appended to end of Article 67.
Appendix C – Locomotive Engineer Seniority	N/A
Appendix D- Western Regional Seniority	Incorporated into Article 41.
Appendix E- Eastern Master Regional Agreement	N/A
Appendix F – Trainman Training Article	Article 36.
Appendix G – Expanded Crew Change Location	Article 12.14
Questions & Answers	Appended to end of Article 12.

<b>Miscellaneous Changes to Agreement</b>	
Employee and Family Assistance Program	<p>Changed the reference to Canadian Council of Operating Unions to “Teamsters Canada Rail Conference (CTY)”</p> <p>Added a new paragraph on Critical Incident Response Program that appears in other agreements.</p>
Preamble	<p>Terms Trainman and Yardman added.</p> <p>Paragraph referring to the Company’s recognition of the Union has the reference to Canadian Council of Railway Operating Unions (United Transportation Union changed to “Teamsters Canada Rail Conference (CTY)”</p> <p>Three paragraphs added in regard to the right to make and interpret contracts, rules, rates and working conditions, taken from other collective agreements.</p> <p>Last paragraph of preamble added re Employment Equity from the MOS.</p>
Table of Contents	Changed to reflect changes to the agreement.
Article 1.05 Freight Service	Rates changed to reflect changes from MOS.
Article 1.09 Wayfreight Service	Rates changed to reflect changes from MOS.
Article 1.12 Roadswitcher Service	Rates changed to reflect changes from MOS.
Article 1.16 Student Training Allowance	<p>Language changed to reflect changes from MOS.</p> <p>Rates per tour of duty or yard shift changed for 2005 and 2006.</p>
Article 1.17 Yard Service	Rates changed to reflect changes from MOS and pages separated into 100%, 95%, 90% and 85%.
Article 1.20 Automobile Mileage Allowance	Rate changed from \$.28 per KM to \$.30 per KM.
Article 1.21 Trainperson/Yardperson Locomotive Engineer Trainees	Rates changed as of Jan 17 <sup>th</sup> , 2005 and Jan 1, 2006.

Article 1.24 Fixed Mileage Method of Pay	<p>In sub sections (8), (11), (12) and (15) the method of numbering was changed from the last printing in an attempt to have a consistent method of numbering throughout all collective agreements for the TCRC.</p> <p>In sub sections (10) and (14) the reference to CCROU was changed to TCRC.</p> <p>In subsection (15) the reference to the Council was changed to the Union.</p> <p>In sub section (17) the reference to Expressway was deleted.</p>
Article 10.02 Parameters for Conductor-only operations	In subsections (2), (3) (4) and (7), the numbering was changed for consistency.
Article 10.03	<p>Sub section (3) had the numbering changed for consistency.</p> <p>Sub section (3) (f) and (g) amended as per the MOS re junior may/senior must provision.</p> <p>New sub section (4) from the MOS and all other sub sections renumbered to reflect addition of (4).</p> <p>In sub sections (9), (11), (12), (13) and (16), numbering changed for consistency.</p> <p>References to sub sections and old numbering changed to reflect new numbering in 10.03 (14) and (18)..</p>
Article 10.06 Maintenance of Basic Rates	<p>Sub sections (1) and (3) had numbering changed from (i) to (a) etc.</p> <p>Sub section (3) (d) had reference to 3 (ii) changed to (3) (b).</p>
Letters re Conductor-only operations Vancouver/Coquitlam Terminal; Conductor Only Winnipeg and Conductor Only Final Terminal	Letters were moved from back of collective agreement and placed at the end of Article 10 prior to the Q&A's and the letters were deleted at the end of the agreement as being duplicated.
Q&A 10.03 (Q3)	Reference changed to Clause 10.03 (6) from (5) to reflect changes to numbering in Article 10.
Q&A 10.03 (Q5)	References to Clause 10.03 (3) changed to reflect numbering changes and new Q&A added as per MOS.
Q&A 10.03 (Q9)	Reference in answer to 10.03 (3) changed to (d) (e) (f) and (g) to reflect numbering changes.
Q&A 10.03 (Q12)	Reference in answer to 10.03 (3) changed to (d) (e) (f) and (g) to reflect numbering changes.
Q&A 10.07 (Q17)	Reference to Clause 10.03 (3) (iii) changed to (c) to reflect numbering changes.

Article 11 Filling of Vacancies – Weekly Placement Process	Article 11 replaced in main agreement by Filling of Vacancies – Weekly Placement process, old Article 11 entitled Mixed Train Service continues to appear as Article 11 in the Archived Document.
Article 12.04	Reference to Article 10.02 (2) (ii) changed to (b) to reflect numbering changes.  Footnote added to end of clause referencing letter appended to end of article re initial time when transported to AFHT.
Article 12.06 (2)	Reference to Canadian Railway Office of Arbitration revised to include words, “and Dispute Resolution” to reflect new name attached to the office.
Article 12.08	Footnote added to end of clause referencing letter appended to end of Article 14 re off mainline, conductor only premium payment enroute.
Article 12.14	New clause added from MOS.
Q&A’s re Expanded Crew Change location, #34	Reference to CROA change to CROA & DR to reflect change to office name.
Letter Re Initial time when transported to AFHT	Added to end of Article.
Article 14.01	Footnote added to end of clause referencing letter appended to end of article re off mainline, conductor only premium payment en route.
Letter Re Off Mainline Conductor Only Premium Payment En route	Added to end of Article
Article 15.02	Footnote added to end of clause referencing letter appended to end of article re runaround at AFHT.
Article 15.10 (3)	Made a change to the reference from the last printing which referred to 15.01 and 15.02 to sub sections (1) and (2) of Clause 15.10.
Letter Re Runaround at AFHT	Added to end of Article.
Letter Re Runaround	Added to end of Article from MOS.
Article 16.01 (1) & (2)	Last sentence changed as per MOS.
Article 16.08	New clause from MOS.
Letter Re TCS	Appended to end of Article 24 as Per MOS.
Article 25.11	Deleted as Per MOS and reference to Article 36.
Article 25.12 (6)	Rates for RQ/Training Day changed to reflect new rates from MOS. Also added Inter modal rates.
Article 25.12 (7)	Footnotes added to clause to referencing letters appended to end of clause re appropriate time to be held off in advance of RQ training and Payment following RQ training.
Letters Re Appropriate time to be held off in advance of RQ training and Payment following RQ training	Appended to end of Clause 25.12

Article 25.13	Footnote added to end of clause referencing letter appended to end of article re other than RQ training/4 hour safety meetings.  Rate tables changed to reflect new rates from MOS and inter modal rates added.
Letter Re other than RQ training/4-hour safety meeting	Appended to end of Article.
Article 27.05	Deleted as new Article 11 covers the placement process and weekly changes.
Article 28.01	Footnote added to clause referencing letter re called and cancelled and conductor only premium payment at initial terminal appended to end of article.
Article 28.02	New clause added from MOS.  Other clauses renumbered to accommodate new clause 28.02.
Letter Re Called & Cancelled/Conductor Only premium payment (CT) – Initial Terminal	Appended to end of Article.
Article 29.14	Reference to Expressway deleted.
Letter Re Rest	Appended to end of Article from MOS.
Article 34.07	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.  CROA amended to CROA & DR to reflect office name change.
Article 34.12 (9)	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.
Article 36	Name changed to New Hire Training and Experienced Trainmen and language changed as per MOS.  Letters re selection of employees, coaches and field placement co-ordinators as well as criteria for selection of field placement coordinators and coaches appended to end of article.  Letter re coaching program – conductors/yard foremen/ yard service employees appended to end of article.  Letter re training protocol appended to end of article and references to various collective agreement articles contained in the table changed to reflect proper articles in both East and West collective agreements.  Letter re Conductor/Yard Foreperson Training Review Program Review deleted as no longer applicable.

Article 38.20 Familiarization Trips	<p>Sentence added to (1) from MOS.</p> <p>Phrase added to (2) from MOS.</p> <p>Reference to CCROU changed to TCRC in (4)</p> <p>New sub section (8) added as per MOS.</p>
Article 41 Interchangeable Seniority Rights	<p>New Clauses 41.13 to 41.22 added from MOS re Western Regional Agreement.</p> <p>New Clauses 41.23 to 41.25 added from MOS re National Seniority.</p> <p>Letter Re VROPE/RROUE/VROQUE Compassionate transfers added from MOS.</p>
Article 59.03	Rate of \$.28 per KM changed to \$.30 per KM.
Article 60.01	Reference to CCROU (UTU) changed to TCRC (CTY).
Article 65	<p>Titled changed to reflect Layoff &amp; Recall and article rewritten as per MOS.</p> <p>Letter re Layoff &amp; Recall appended to end of article as per MOS.</p>
Article 66 Bereavement Leave	Clause 66.01 amended as per MOS.
Article 67.25	Amended as per MOS
Article 67	Letters re A/V allotment, days worked or available and the A/V Matrix were appended to end of article.
Article 68.01	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.
Article 68.02 (3)	Footnote added referencing letter re general holiday and spare board employees being appended a the end of article.
Article 68	Letter re General Holiday & Spare board employees was appended to end of article.
Article 69 – Health & Welfare	Articles were amended as per the MOS.
Article 71.02, Step 3 and 71.03 Step 2	References to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.
Article 72.05	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.
Article 73.04 (1) and (2)	Rate tables changed to reflect changes from MOS.
Article 73.04 (3)	<p>Footnote added to clause referencing letter re calling spare board employees after 8 hours rest being appended to end of clause 73.04</p> <p>Letter re calling spare board employees after 8 hours rest appended to end of clause.</p>
Article 73.08 (2)	Rate table changed to reflect changes from MOS.
Article 75.11 (d)	Table changed from MOS.

Article 75.11 (e)	New sub section added from MOS and other sub sections renumbered accordingly.
Article 75.13	Reference to CCROU changed to TCRC.
Article 75	Letter re Advanced Locomotive Engineer Training added to end of Article from MOS.
Article 77.04 (3)	Renumbered from (i), (ii) and (iii) to (a), (b) and (c).  Reference in (c) to CCROU changed to TCRC.
Article 78.15	Reference to \$.28 per KM changed to \$.30 per KM.
Article 80	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution” to reflect office name change.
Article 81	References throughout the article to previous bargaining agent changed to reflect new bargaining agent.
Article 82	Language changed as per MOS
Article 83	Language changed as per MOS
Article 84	New Article from MOS.
Article 85	New Article from MOS.  Letter re Medical Restrictions and Absence from duty due to illness or non-compensable injury added at end of this Article and deleted from end of agreement.
Letter #5 Gainsharing	Deleted as no longer applicable
Letter #6 Employee Stock Purchase Plan	Deleted as program instituted.
Letter #8 Closed Period Commitment for Integrated Seniority List	Deleted as seniority list integration completed.
Letter #12 Harassment	Deleted as issue on table for 2003-2006 negotiations and dropped.
Letter #13 Work Rule Forum	Deleted as forum completed.
Letter re Fact Finding Process	Issue placed in Archive agreement.
Letter re Fixed mileages	Deleted as agreement permits establishment of flat rates for other services such as assigned through freight and combination service.
Letter re Cab Committee	New letter from MOS added.
Letter re Collective Agreement Consolidation	Added from MOS
Letter re Banking of Certain Payments	Added from MOS.