

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

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

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

## **PREAMBLE**

The right to make and interpret contracts, rules, rates and working conditions for Locomotive Engineers and the handling of all grievances arising out of service as Locomotive Engineers shall be vested in the regularly constituted committee of the Teamster's Canada Rail Conference, (Locomotive Engineers).

Notwithstanding anything contained in this agreement any Locomotive Engineer may present his 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 General Chairman, Teamster's Canada Rail Conference, (Locomotive Engineers).

The Company recognizes the Teamster's Canada Rail Conference, (Locomotive Engineers) (the "Union") as the sole and exclusive bargaining agent for all of its employees classified as Locomotive Engineers.

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

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

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

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# ARTICLE 1 – RATES OF PAY

## 1.01 Passenger Service

Rates of pay per day of 100 miles in:

Rates Effective			
January 1, 2003	January 1, 2004	January 1, 2005	January 1, 2006
\$130.68	\$134.60	\$137.97	\$142.11
<b>Minimum Rates where applicable</b>			

Step Rates Archived.

## 1.02 Freight Service

Rates of pay per day of 100 miles in:

	EFFECTIVE			
POWER	JAN 1 2003	JAN 1 2004	JAN 1 2005	JAN 1 2006
1 Unit	\$152.45	\$157.02	\$160.95	\$165.78
2 Units	\$156.09	\$160.77	\$164.79	\$169.73
3 Units	\$159.77	\$164.56	\$168.67	\$173.73
4 Units	\$162.79	\$167.67	\$171.86	\$177.02
1 Unit of 3000 H.P. or over	\$153.04	\$157.63	\$161.57	\$166.42
Add for each additional Unit and/or activated Robot car	<b>\$2.94</b>	<b>\$2.94</b>	<b>\$2.94</b>	<b>\$2.94</b>
Minimum Rate where Applicable	\$149.57	\$154.06	\$157.91	\$162.65

Step Rates Archived

## 1.03 Conductor-Only Operations In Freight Service

Rates of pay per day of 100 miles in:

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

	EFFECTIVE			
	JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
	\$159.02	\$163.79	\$167.88	\$172.92
Minimum Rate where Applicable	\$149.57	\$154.06	\$157.91	\$162.65

Step Rates Archived

**1.04 Short Run Passenger Service**

Archived

**1.05 Self-Propelled Passenger Service**

Archived

**1.06 Yard Service**

Rate per day of eight hours or less is:

EFFECTIVE					
JAN 1 2003	JAN 1 2004	DEC 31 2004	JAN 1 2005	DEC 31 2005	JAN 1 2006
\$194.45	\$200.28	\$202.28	\$207.34	\$209.34	\$215.62

Step rates archived.

Engineer in charge of and responsible for more than one unit operated in his locomotive consist at any time during his shift will in addition to his other earnings for such shift be paid as follows:

For 2 <sup>nd</sup> Unit	\$2.75
For 3 or more Units	\$5.52

**1.07 Shift Differential**

An Engineer who commences a shift in yard or transfer service between 1430 and 2229 shall receive a shift differential of 40 cents per hour and an Engineer who commences 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.

**1.08 Way freight Service**

Engineers on regularly assigned way freight or switch train will receive:

EFFECTIVE			
JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
\$5.84	\$6.02	\$6.17	\$6.36

Per 100 miles or per day of eight hours, in addition to freight rates. Step rates archived.

**1.09 Road Switcher Service**

Engineers operating road switcher runs will be paid:

EFFECTIVE			
JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
\$26.16	\$26.94	\$27.61	\$28.44

per day of eight hours or less above way freight rates. Step rates archived.

**1.10 Work Train Service**

Engineers in assigned or unassigned work train service will be paid:

EFFECTIVE			
JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
\$10.68	\$11.00	\$11.28	\$11.62

per day of eight hours or less, in addition to freight rates. Step rates archived.

**1.11 Minimum Day in Passenger Service - Archived**

**1.12 Application of Freight Rates**

Light engines, pushers, circus trains, trains of empty coaches and trains consisting solely of official Company coaches or Company Track Geometry cars shall be paid freight rates.

**1.13 Valley Differentials**

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

In Passenger Service effective:

EFFECTIVE			
JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
\$1.35	\$1.39	\$1.42	\$1.46

In Freight Service effective:

EFFECTIVE			
JAN 1, 2003	JAN 1, 2004	JAN 1, 2005	JAN 1, 2006
\$1.58	\$1.63	\$1.67	\$1.72

per 100 miles or less shall be added to the rates shown in the preceding table, according to class of engine; miles over 100 to be paid for pro rata.

**1.14 Engineer - Instructors**

Engineer Instructors training Locomotive Engineer trainees or providing familiarization shall receive the monetary equivalent of two hours pay per tour of duty at the class of service being performed.

Upon completion of the tour of duty, Instructors are required to complete and submit evaluation forms to the appropriate Company officer as required. The proper submission of the evaluation form(s) is required to claim the allowance.

**1.15 Starting Rates - New Employees**

Starting rates for new employees who commence work as Locomotive Engineers on or subsequent to March 1, 1988, will be 85% of job rate, progressing 5% following each 7 months of cumulative compensated service in a position 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.

**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) Trainmen West and 38.21 (3) &(4) Trainmen East agreements	-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 36.04 Trainmen's agreements at training rate.	At a minimum familiarization as per articles 38.20 (3)&(4) Trainmen West and 38.21 (3) & (4) Trainmen East agreements. 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

<p>Not a Former CPR employee - previously qualified and working as a running trades employee within three years of date of hire.</p>	<p>-1-2 wks training including: differences training, RQ class, First Aid, SOFA, Dangerous Commodities, Fire Extinguisher, Harassment &amp; Discrimination, Violence in the Workplace training and local union presentation as per article 36.03 at training rate.</p>	<p>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</p>	<p>- Medical examination &amp; regulatory requirements</p>	<p>- Recognize previous service</p>
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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,

I Concur:

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

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

**1.16 Train Length Allowance**

On territories on which the Company has implemented conductor-only train operations, Engineers 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:

3801 to 5000 Feet	\$3.00
5001 to 6000 Feet	\$7.00
6001 to 7000 Feet	\$13.00
7001 to 8000 Feet	\$21.00
8001 to 9000 Feet	\$31.00
9001 to 10,000 Feet	\$43.00
10,001 Feet and Over	\$57.00

**1.17 Length of Run Allowance**

Engineers on trains on which no Brake person is employed will be paid the following allowance per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

100 or Less Road Miles	\$12.00
101 to 150 Road Miles	\$15.00
151 to 200 Road Miles	\$22.50
201 or More Road Miles	\$30.00

**1.18 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 detailed below:

<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	Bredenburg	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	Bredenburg	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) TT&J and designated pay point times
  - (d) road overtime (East of Thunder Bay)
  - (e) miles generated performing way freight 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 an appropriate adjustment.
- (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 TCRC 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) adjustment 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.

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## **ARTICLE 2 – ROAD SERVICE**

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**2.01** (1) & (2) archived

**2.02** Engineer will be notified when called whether for straightaway, turnaround, or turnaround combination service (TCS) as provided in Article 5.02 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 5.02. In the event a Locomotive Engineer books rest on a straightaway trip en route to an away from home terminal and such Locomotive Engineer is replaced by a relief Locomotive Engineer, the Company may change the call to turnaround service in order to comply with Article 27 and/or regulatory requirements. Additionally, where no notice to book rest en route has been provided, the Company may change the call to turnaround service in order to comply with Article 27. When a call is changed in the application of this clause 2.02 the Locomotive Engineer will be considered released from duty at the location at which rest was taken, or is turned, and will be paid as a straightaway trip to that location. The Company will provide or arrange transportation for the Locomotive Engineer back to the home terminal either when replaced, rest expires, or is turned and they will be paid in accordance with Article 5.02.

Except as provided in Article 5.02, Locomotive Engineer will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Engineers in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Engineers may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Locomotive Engineer shall run in and out of such away terminal on a continuous time basis.

Except as provided in Article 5.02, an Engineer in unassigned service called for a straightaway trip and released from duty at the objective terminal of that trip will not be run-around by an unassigned engineer called for turnaround service or TCS over the same route.

**2.03** Road Engineer in short run passenger and freight service making less than 100 miles will be paid for 100 miles, but will be liable for further service to the extent of 8 consecutive hours at the rate of one hour for each 12-1/2 miles, 12-1/2 miles to count as one hour's service.

**2.04** In short turnaround service between terminals and turnaround points, miles and junction switching combined, or hours, whichever is the greater, will be paid on each leg of the run; all time from arrival at turnaround point to departure and all time at final terminals, from the time of making the first stop, until 15 minutes after the engine is placed on shop track will be paid on the minute basis. A minimum of 100 miles will be allowed.

All time at terminals before commencement of trip will be paid, in addition to the guaranteed mileage.

An Engineer will not be used out of initial point after completing a day of 100 miles or after having been on duty eight hours computed from the time of departure from the outer main track switch or designated point on the initial trip, except as a new day.

Regular Engineer on short run the starting point of which is away from main terminal, who wishes to lay off, will be relieved at main terminal, and paid actual mileage or hours, from starting point to time of relief at such main terminal. Spare Engineer used to relieve such assigned Engineer will be considered as having started a new day when required to report for duty. When regular Engineer returns to work after being relieved as above, they will take their run at the point where relieved and will be paid actual mileage, or hours, to initial point of the run. This is not to apply where Engineer is released at main terminal.

**Note:** Portions of 2.04 relating to passenger service have been archived.

**2.05** Road Engineer required to perform a combination of more than one class of road service during the same trip will be paid at the rate and according to the rules governing each class of service for the time or miles engaged in each, but will be paid for the entire trip not less than a minimum day, at the highest rate applying for any class of service performed during the trip.

**2.06** On territories on which the Company has not implemented Conductor-Only train operations and in yard or passenger service on territories on which Conductor-Only train operations have been implemented, where a different number of diesel units are used during a trip or a day's work, the rate applicable to the highest number of units used by an engineer at any one time shall be paid for the entire day or trip.

#### **Assigned Pusher Service**

**2.07 to 2.15** archived (formerly g to o)

#### **Road Switching**

**2.16** Road Engineer will be paid for switching at terminals, junctions and turnaround points at the rate for engine and class of service, except on specified runs and as otherwise provided for, time to count from time ordered for until commencement of trip.

**2.17** Switching to be paid for at junctions and turnaround points from time of arrival of locomotive at until departure of locomotive from the outer main track switch or designated point.

At stations where the actual junction point is within 2 miles of the outer switches, payment for junction switching will be allowed.

**2.18** Wayfreights will not be paid time or switching at turnaround points except when turning in accordance with short run regulations.

**2.19** Archived (formerly s)

**2.20** Archived (formerly t)

## **Designated Turnaround Points**

- 2.21** Except as provided in Clause 2.18, when switching is performed at designated turnaround points, the provisions of Clause 2.17 of this Article will apply. The establishment or discontinuance of a designated turnaround point shall be based on the amount of turnaround service and switching resulting there from by through freight trains at such points, and will be subject to negotiation between the General Manager and the General Chairman. In the event that agreement cannot be reached on the discontinuance or establishment of a designated turnaround point, either party may, by so advising the other in writing, refer the dispute to the Canadian Railway Office of Arbitration and Dispute Resolution for determination.
- 2.22** If picking up or setting out a diesel unit(s) or Robot Car is the only service performed, this will not be regarded as switching in the application of Clauses 2.16, 2.17 and 2.18. The terms unit(s) and Robot Car mean a unit(s) or Robot Car that were operated or are to be operated by the Engineer on the run on which this service is performed.
- 2.23** A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) en route locations during a single tour of duty. When required to perform switching en route, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three en route locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations unless the fourth and fifth location is covered by Article 2, Clauses 2.16, 2.17 or 2.21. The Company is prohibited from requesting a Conductor Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an en route location in the application of this paragraph. All time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

There is no prohibition as to the nature or amount of switching which may be performed by a train on which no Brakeperson is employed at these en route locations except that at en route locations where yard crews are employed, are on duty and not otherwise engaged in other duties that would prohibit them from being available to perform switching, a train on which no Brakeperson is employed will not be required to perform work other than to pick-up and/or set-off a car or block of cars.

- Note:** When the application of this provision results in a Road switcher or Way freight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits (as specified in Article 10 of the Trainperson Collective Agreement) pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

## **Mountain Pusher Payment**

- 2.24** Engineers operating trains on the Mountain Subdivision which during their tour of duty are assisted by manned pusher locomotives regardless of their location on the train will be paid 45 minutes at the rate applicable for the trip in addition to all other earnings.
- 2.25** Engineers operating trains requiring to have pusher engines cut into their train at Rogers, will be paid an arbitrary of 30 minutes as payment for time at Rogers and a further 30 minutes for time at Stoney Creek for the cutting out of pusher engines. In the event pusher engines are cut out of the train at Glacier or Albert Canyon, rather than at Stoney Creek, the arbitrary will be paid for time at either point, whichever applies. Engine crews of the pusher engines will perform the necessary work of coupling and uncoupling of trains to cut pusher engines in and out at the above locations.

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## ARTICLE 3 – PREPARATORY, INITIAL & FINAL TIME

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### 3.01 Archived

### 3.02 Freight, Way freight, Mixed, Unassigned Pusher and Unassigned Snow Service

- (1) Engineer will be paid initial terminal time, including switching, on a minute basis at pro rata rate from time ordered for until departure of locomotive from outer main track switch or designated point at the initial terminal.<sup>1</sup>

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time.

The set-off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units, or the marshalling of a train due to the discovery of a marshalling violation, robotizing and conventionalizing should not be considered switching in the application of this paragraph. The handling of an SBU with respect to their own train shall not be considered switching in the application of this paragraph.

- (2) Road miles will be the distance from the outer main track switch or designated point at the initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops, and will end when payment for final terminal time begins.
- (3) Shop Track - Engineer will be paid final terminal time, including switching, on minute basis at pro rata rates from time the locomotive reaches the outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from the time engine reached that point; time shall continue until 15 minutes after engine is placed on designated shop track or is turned over to hostler, inspector or another Engineer. Final terminal time shall be included in making up short day.

Where yard engines are on duty, Engineers, after arrival at final terminal, may be required to set cars off their train at one yard location within the terminal en route to the destination yard and will yard their train in the designated track in that yard. In the event a double is required to yard the train, the appropriate cut of cars, not just the overflow, will be doubled over provided this will not increase the number of moves necessary to make a double. When a train is yarded on mainline tracks and is clear at head end and tail end in order to allow access and switching requirements it will be considered yarded. Such Engineers will be considered released from duty in accordance with applicable rules after yarding their train except that they may be required to perform switching in connection with their own train to place cars containing perishables or stock for servicing or unloading or to set off rush or bad order cars as directed for future movement. Should they be required to perform other work when yard engines are on duty they will be paid a minimum of 100 miles at yard rates for such service. When no yard engine is on duty, road Engineers will do necessary yard switching subject to release from duty in accordance with applicable rules.

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

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the final terminal, except doubling to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered switching in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime.

**Note:** The term "other work" as used in Clause 3.02 (3) second paragraph, does not include putting cabooses away by Engineers at Thunder Bay, which service shall be paid for as final terminal time. The extension of this arrangement to other locations may be made by mutual agreement between the parties signatory to this Collective Agreement.

Cars containing perishables or stock, rush cars or bad order cars, may be set off within a terminal en route to the destination yard regardless of whether other cars will be or have been set off in that terminal without invoking the penalty provisions of this clause.

Run-Through Engineer who operates freight engine running through terminal where Engineer regularly changes off will be paid for all time required to be on duty at change-off point on the minute basis, with a minimum payment of 15 minutes.

### **Designated Points**

- 3.03** The understanding regarding designated points where initial terminal time stops and road time begins, and vice-versa, is that the outer main track switch will govern unless other more suitable points are mutually agreed upon between the Company and the General Chairman.

**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)  
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Calgary AB T2H0M2

Mr. D.C. Curtis  
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Mr. R.S. McKenna  
General Chairman  
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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)

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## **ARTICLE 4 – YARD SERVICE**

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**4.01** Engineer operating engine in what has been designated as yard transfer service will work and be paid under yard rates and conditions.

**4.02 Five Day Work Week**

- (1) A workweek consisting of five consecutive days of eight hours each is established with two days off in each seven except as hereinafter provided. The work weeks will be established in accordance with the Company's operational requirements.
- (2) The term "work week" for regularly assigned yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (3) All regular or regular relief assignments for yard service Engineers shall be for 5 consecutive days per work week of not less than 8 consecutive hours per day, except as otherwise provided in this Article.

- 4.03**
- (1) When service is required by the Company on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra assignments when not protected in the foregoing manner.
  - (2) A regular assignment in yard service will have a fixed starting time; the starting times of regular assignments will not be changed without at least 48 hours' advance notice. Regular relief assignments may on different days have different starting times, providing such starting times are those of the Engineer relieved, and may have different points for going on and off duty which shall be the same as those of the Engineer relieved.
  - (3) Where deemed practicable, implementation of ten hour yard assignments on a 4 + 3 schedule, will be by local agreement and approved by the District General Manager and General 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.

**4.04 Non-Consecutive Days Off**

If the Company contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief engineer and that it is necessary to establish non-consecutive days off, representatives of the Company and representatives of the Engineers will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Company may nevertheless establish non-consecutive days off, subject to the right of the engineers to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the Company to prove that it was not practicable to grant two consecutive days off.

**4.05 Basic Day**

Eight hours or less shall constitute a day's work.

#### 4.06 Overtime

- (1) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through 2 shifts to change off, or where exercising seniority rights from one assignment to another, or when extra Engineer is required by this agreement to be used, all time worked in excess of 8 hours' continuous service in a 24-hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate, according to class of engine.

**Note:** When Engineer is required to remain on duty in excess of 8 hours in continuous service they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24-hour period they will not be paid under the overtime rule but will start a new day.

- (2) Regularly assigned yard Engineers worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:
  - (a) Where days off are being accumulated under Clause 4.04 of this Article;
  - (b) When changing off where it is the practice to work alternately days and nights for certain periods;
  - (c) When working through two shifts to change off;
  - (d) Where exercising seniority rights from one assignment to another.
  - (e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service Locomotive Engineer for other service performed or started during the course of their regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in sub-clause (2).

- (3) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in sub-clause (2) of this Clause 4.06 be utilized in computing the five straight time eight-hour shifts referred to in such sub-clause (2) of this Clause 4.06, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

**4.07** Where regular assignments are working in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0800.

**4.08** The starting time of yard assignments other than those specified in the preceding clause including extras, shall be in accordance with the requirements of the service.

**4.09** The time for fixing the beginning of assignments or meal hour periods to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

**4.10** Yard day will commence at time ordered for and will end when engine is placed on shop track or turned over to hostler or inspector, or when Engineer is released at regular changing off point. Time ordered for will be the time required to leave shop track or to commence work as a unit with the yard crew at regular changing off point.

**4.11** Engineer will appear on duty 10 minutes before time ordered for and will sign appearance book. This time will be an arbitrary allowance and paid for at pro rata rate per hour.

Engineer will receive allowance of 10 minutes as inspection time at end of day. Inspection time will begin when yard day ends. This time will be an arbitrary allowance and paid for at pro rata rate per hour and is not to be included in making up a short day.

**4.12 Guarantee**

- (1) Regularly assigned Locomotive Engineers in yard service on regular assignments will be paid not less than five days in any one work week exclusive of overtime and arbitrary and special payments. In any one work week in which one or more General Holidays occur, the work week guarantee shall be reduced by the number of General Holidays accruing in the work week. Extra yard service may be used to make up the guarantee.
- (2) Locomotive Engineers in regularly assigned yard service laying off of their own accord or where the regular assignment is on only for a part of the work week will receive their full proportion of the work week guarantee.
- (3) Locomotive Engineers regularly assigned to five-day per week assignments will be required, in order to qualify for the guarantee specified in sub-clause (1) of this Clause 4.12 on days when their regular assignment is not worked (excluding General Holidays) to man a yard vacancy or extra yard engine commencing during the hours of their cancelled shift, ahead of spare Locomotive Engineers.

When more than one regular assignment is not worked on any one working day (excluding General Holidays), the regularly assigned Locomotive Engineers affected thereby shall be called in the reverse order of seniority in order to comply with the provisions of this sub-clause (3).

- (4) Locomotive Engineers who fail to respond to calls under the provisions of sub-clause (3) above will be considered as laying off of their own accord and the provisions of sub-clause (2) of this Clause 4.12 will apply to them.
- (5) Except as provided in sub-clause (6) of this Clause 4.12 regularly assigned Locomotive Engineers will be permitted to work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare Locomotive Engineers available subject to the following conditions:
  - (a) Assigned yard Locomotive Engineers desiring such work will make application in writing to work a sixth shift in the work week.
  - (b) A Locomotive Engineer so available will be called either in the order of seniority or first-in first-out as arranged by agreement between the Local Chairman of the Union and the designated Company Officer when such call will not interfere with him filling his regular assignment.
  - (c) A Locomotive Engineer who has indicated that he is available for such work will accept all calls until he cancels his application in writing.
  - (d) Locomotive Engineers who fail to respond to calls will not again be called until they have indicated in writing that they are again available.
- (6) Notwithstanding the provisions of sub-clause (5) of this Clause 4.12 above a regularly assigned yard Locomotive Engineer who has missed a shift during his work week and who is not entitled to the guarantee specified in sub-clause (1) of this Clause 4.12 will be called ahead of Locomotive Engineers who have made application for extra work under the provisions of sub-clause (5) above provided such call will not interfere with him filling his regular assignment.

(7) Regularly assigned Engineer who may be cancelled after reporting for duty at the regular starting time of the assignment will be paid a minimum day at minimum yard rate for same, but will be liable for further yard service to the extent of 8 consecutive hours. Except in unavoidable circumstances, regularly assigned Engineer who is to be cancelled before reporting for duty will receive at least 8 hours' advance notice. When an assignment is to be cancelled for a General Holiday or for a reduction in the number of assignments the regularly assigned Engineer will receive at least 16 hours' advance notice.

**4.13** Engineers shall have a designated point for commencing and terminating each shift, which shall be the same point unless otherwise mutually agreed. The practice of Engineers changing off at shop tracks and other points as now in effect will continue unless more convenient points are mutually agreed upon between the Company and the representatives of the Engineers. The points for going on and off duty will be governed by local conditions. In certain localities instructions will provide that Engineers will report at the hump, others at the yard office, others at the roundhouse or ready tracks. It is not considered that the place to report will be confined to any definite number of feet but rather a definite and recognized location.

**4.14** Yard Engineer will be allowed 20 minutes for lunch between 4 and 5 hours after starting work without deduction in pay. Yard Engineer will not be required to work longer than 5 hours without being allowed 20 minutes for lunch, and with no deduction in pay or time therefore.

**4.15** Senior Engineers shall have the preference of day work and the preference of assignment.

**4.16** Yard engines will be manned by junior Engineers unless senior Engineers apply.

**4.17** Where regularly assigned to perform service within switching limits, yard Engineer shall not be used in road service when road Engineer is available except in case of emergency, or as provided in Clause 4.18. When yard Engineer is used in road service in excess of the miles outlined in Paragraph one of Clause 4.18 under emergency conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

The necessity of changing or re-establishing recognized switching limits, in order to render switching service required because of extension of industrial activities and territorial extension of facilities must be recognized. The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiation between the proper officer of the Company and the General Chairman. The concurrence of the General Chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

This Clause is not intended to prevent the Company from using yard Engineers to switch industrial tracks within reasonable distance of existing terminal switching limits at yard rates and conditions, such time to be included in the regular yard pay.

**4.18** In order to provide timely transportation service, yard crews may be used within a distance of 15 miles outside the established switching limits, to a maximum of 20 miles where the first siding extends to within 20 miles.

Yard crews used outside of established switching limits in such circumstances during their tour of duty shall be compensated on a continuous time basis at yard rates and conditions.

The application of this Clause shall in no way have the effect of abolishing road switcher assignments.

Yard crews may be used in excess of the miles outlined in Paragraph one only in accordance with the provisions of Clause 4.17, second paragraph.

**4.19** Engineer on yard engine may have rest after having been 11 hours on duty. Engineer in yard service will give at least two hours notice of his desire to book rest.

- 4.20 Engineer will be used for all work outside of roundhouse and shop switching, within shop limits, which extend to shop track switch.
- 4.21 In case of illness to himself or family, substantiated by proper medical certificate, if necessary, an Engineer in road service, upon request approved by the designated Company Officer and the Local Chairman, shall be permitted to exercise seniority in yard service between changes of timetable. Such request shall be for a stated period of time but may be extended subject to approval.

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## **ARTICLE 5 – MISCELLANEOUS SERVICE**

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### **5.01 Dead Engine**

Engineer in charge of dead engine will be paid minimum freight rates per 100 miles, miles or hours whichever is the greater, computed from time required to report for duty until booked in on shop track.

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

- (1) A spare Locomotive Engineer and/or Trainperson deadheaded to the terminal of a regular assignment or to the point at which a work train is laid up to relieve on that assignment or work train will not be regarded as in combination service and will be paid not less than a minimum day.
- (2) Locomotive Engineer and/or Trainperson will not be entitled to claim deadheading in the exercise of seniority rights thereof; as a result of having achieved their maximum monthly mileage limitation; in connection with work which has been bulletined and has been bid and claimed; or where they are forced to fill an assignment due to no applications having been received. Otherwise deadheading shall be paid.
- (3) When deadheading is required, the first out Locomotive Engineer and/or Trainperson will be called to deadhead and will hold their turn at the away from home terminal, except as provided in this Article. The first out Locomotive Engineer and/or Trainperson, who are required to deadhead, will be called to report for duty at a definite time which may be later than the reporting time of the crew that is to operate the train. In these circumstances those ordered to deadhead will not be considered run-around.
- (4) When a Locomotive Engineer and/or Trainperson is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or other public transportation is not available and a Locomotive Engineer and/or Trainperson is authorized to use his private automobile, he will be reimbursed at the rate of 30 cents per kilometre.

### **Straightaway**

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

## **Combination**

- (6) 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**

- (7) Locomotive Engineer and/or Trainperson in through freight service will be run first in first out.
- (8) Locomotive Engineers and/or Trainpersons in unassigned service called for a straightaway trip and released from duty at the away from home terminal of that trip will not be run-around by unassigned Locomotive Engineers and/or Trainperson called for turnaround combination service over the same route except as provided in clause (9) below.
- (9) In instances when the Company contemplates the use of turnaround combination service, and a crew is en route 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 en route, 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.
- (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.
- (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 cannot book rest, as provided for by the existing, applicable collective agreement(s), within the 12 hours provided for in Clause (13) below.
- (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.

(13) Except as provided in clause (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.

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

(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 5.02 (8) of this Article intact.

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

When deadheading follows working service the crew will remain in working service until deadheading commences. When working service precedes deadheading, such switching will be limited at Montreal, Toronto, Thunder Bay, Winnipeg and Calgary to the work which can currently be performed pursuant to Articles 3, Clauses 3.02 (1) and 3.02 (3) of the Collective Agreements governing Locomotive Engineers.

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 en route. When switching is performed crews will be compensated for the time switching at the turnaround point with a minimum payment of one (1) hour.

(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.

(17) Archived

- (18) In order to reduce TCS calls, subject to the approval of the respective General Chair(s) and General Manager, and with prior notification to Industrial Relations, local rules will be permitted which will assign unassigned freight trains.

### **5.03 Watching Engine**

Archived

### **5.04 Special Service**

- (1) Engineer who is in regularly assigned service or set up in pool service and is held for special service will be compensated to the extent of wages which they would have earned except for their absence as a result of such call.
- (2) Engineer who is on spare board while held for special service, if time lost, 8 hours to be allowed per day of 24 hours at minimum passenger rates.

### **5.05 Attending Court**

- (1) Engineer who is in regularly assigned service or set up in pool service and is called as witness in court 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) Engineer who is on spare board and is called as witness in court 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 at minimum passenger rates.
- (3) If Engineer is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away from home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If an Engineer is subpoenaed for a case in court 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.

### **5.06 Picking Up and Setting Out Diesel Units In Road Service**

Road Engineers on diesel locomotives who are receiving road rates of pay and paid under rules applicable to road service, who are required to set out or pick up a diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by the Engineer or who are required to make the train conventional from robot operated or vice-versa, will be paid 30 minutes at the pro rata rate of the trip.

The allowance provided for herein will not be applicable when a unit or units are picked up or set out because of mechanical failure.

This Clause will not apply where switching is paid under Clauses 2.15 (archived), 2.16 and 2.17, or where units are set out or picked up in conjunction with any other service paid for in addition to miles run.

This Clause does not convey a contractual right to the service referred to in the first paragraph of this Clause.

**Note:** The provisions of this Clause 5.06 do not apply to Locomotive Engineers on trains on which no Brakepersons are employed.

## **5.07 Payment For 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 minimum rate applicable to the class of service in which employed.

(2) Archived

## **5.08 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 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 his vacation dates will not be required to change his vacation because he is 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 compensation is paid by the Company shall be deemed to be a tour of duty. In the event a day served on jury was the last day preceding the General Holiday and for which an Engineer received compensation by the Company the General Holiday pay shall be an amount equal to the compensation paid for jury duty on that day.

## **5.09 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 hotels, 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 his home terminal or other location at no cost to the Company.
- (6) Employees attending a training program in accordance with this Clause (1) will be compensated on the following basis according to the position regularly held by that employee at the time the training program is taken;

Class of Service	EFFECTIVE					
	Jan 1, 2003	Jan 1, 2004	Dec 31, 2004	Jan 1, 2005	Dec 31, 2005	Jan 1, 2006
Yard	\$194.51	\$200.35	\$202.35	\$207.41	\$209.41	\$215.69
Road Switcher	\$206.86	\$213.07		\$218.40		\$224.95
Freight	\$198.08	\$204.02		\$209.12		\$215.39
Vancouver Commuter	\$278.54	\$286.90		\$294.07		\$302.89
Intermodal Coquitlam	\$234.06	\$241.08	\$243.08	\$249.16	\$251.16	\$258.69
Intermodal Calgary	\$220.81	\$227.43	\$229.43	\$235.17	\$237.17	\$244.29

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 provisions 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>2</sup> or is kept off the working list by the Company on a day(s) following the course and therefore misses a tour(s) of duty which commence on such day(s), he 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.<sup>3</sup>

**Note:** The provisions of paragraph (7) of this Clause 5.09 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 earnings in accordance with the following:

<sup>2</sup> See Letter Re: Appropriate time to be held off in advance of RQ training appended at the end of this Article.

<sup>3</sup> See Letter Re: Payment following RQ training appended at end of this Article.

**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.

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

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

**OTHER TRAINING - RATE PER HOUR  
(FOUR (4) HOUR MINIMUM)**

Class of Service	EFFECTIVE					
	Jan 1, 2003	Jan 1, 2004	Dec 31, 2004	Jan 1, 2005	Dec 31, 2005	Jan 1, 2006
Yard	\$24.32	\$25.05	\$25.30	\$25.93	\$26.18	\$26.97
Road Switcher	\$25.87	\$26.65		\$27.32		\$28.14
Freight	\$24.77	\$25.51		\$26.15		\$26.93
Vancouver Commuter	\$34.82	\$35.86		\$36.76		\$37.86
Intermodal Coquitlam	\$29.25	\$30.13	\$30.38	\$31.14	\$31.39	\$32.33
Intermodal Calgary	\$27.60	\$28.43	\$28.68	\$29.40	\$29.65	\$30.54

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

- (2) A Locomotive Engineer required to attend instruction classes other than Rules Qualifications training and who as a result thereof loses time, shall be compensated to the extent of the wages he would have earned during the period withheld from service for the purpose of attending such classes.
- (3) The provisions of this Clause 5.10 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 5.09 or any other training in accordance with the provisions of Clause 5.10 above as a result of a disciplinary measure.

<sup>4</sup> See Letter Re: Other than RQ training/4 hour Safety meetings appended at the end of this Article.

- (4) The provisions of this Clause 5.10 will not apply to employees who have failed to qualify in accordance with the training pursuant to Clauses 5.09 and 5.10 above on the first attempt. Any further qualification or training will be at the employee's own expense.
- (5) Spare employees working on a Locomotive Engineer spare board will be paid at the applicable freight rate with respect to training pursuant to Clauses 5.09 and 5.10 above.

#### **5.11 Training Program Development**

- (1) Classroom instruction and on-the-job training where required will be performance based and will not be tied to any obligatory number of working tours of duty prior to being declared qualified.
- (2) Training programs for Rules Qualifications, New Hire training and Locomotive Engineer training will be developed in consultation with the General Chairman or their designates.
- (3) 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.
- (4) In the event of a disagreement with respect to the structure and/or content of a training program, the General Chair(s) of their designate may raise such concerns with the Director Labour Relations or their designate. Failing resolution at this level, the issue(s) may be progressed to the Vice President TCRC and the Assistant Vice-President, Industrial Relations.
- (5) All training programs above will be filed with the office of the TCRC VP and National Legislative Representative.

#### **5.12 Expanded Crew Change Locations**

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

- (b) Crew should be able to reasonably reach their objective terminal within a single tour of duty.

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

- (5) At all other crew change points, the Company may implement expanded crew change points after consultation with the appropriate Local Chairmen and after providing written notice.
- (6) Crews called in turnaround service will not be required to run through an expanded crew change point.
- (7) This rule relaxes restrictions in Article 30.09 of this Agreement

### **Expanded Crew Change Location - Questions & Answers**

Q1. What is the purpose of the expanded crew change location agreement?

A1. The purpose is to improve operational flexibility, particularly at locations where capacity is an issue. Congestion can be reduced by having an ability to stop short of a traditional change point or running beyond a traditional crew change location. Under the new rule crew changes can be made within 20 track miles of the OMTS/designated points of the current change off locations.

Q2. From what point at our current change off locations will the 20-track mile limit be based upon?

A2. The 20-track mile limit will be measured from the OMTS/designated points at crew change locations. Bulletins will be issued to confirm applicable locations. Vancouver, Calgary, Moose Jaw, Winnipeg, Thunder Bay, Toronto and Montreal have unique operational requirements that necessitate further discussion before expanded crew change location agreements are established.

Q3. A number of terminals have local expanded crew change location agreements in place at present. Will these agreements automatically be overridden by the provision contained in the Memorandum of Settlement?

A3. No, all such agreements currently in place will remain in effect and be subject to their particular terms and conditions.

Q4. When will I be advised of being required to run long within an expanded crew change location during a particular tour of duty?

A4. If crews are required to run long at the beginning of their tour of duty, a best effort will be made to advise them at the time of call, however, the Company cannot guarantee advance notice in all instances. Crews required to run long at the end of their tour of duty will be advised of the requirement when being provided their instructions for yarding the train, prior to arrival at the OMTS at the objective terminal.

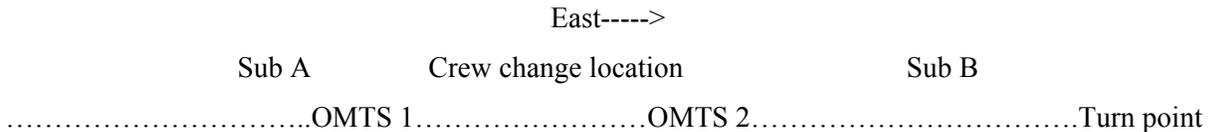
Q5. If I would otherwise qualify for a fixed mileage wage claim, but I run short and tie up my train within 20 track miles of the OMTS/designated point of a terminal that has been designated under this provision, how will I be compensated?

A5. If relieved by a crew that normally operates over your territory, or if a crew that normally operates over your territory is already called to retrieve the train, there is no application of the expanded crew change provision. As such, the agreement will have no impact on pay and you will be subject to a combination service wage claim. The same applies if you are relieved by a road switcher that's assigned to the territory in question.

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

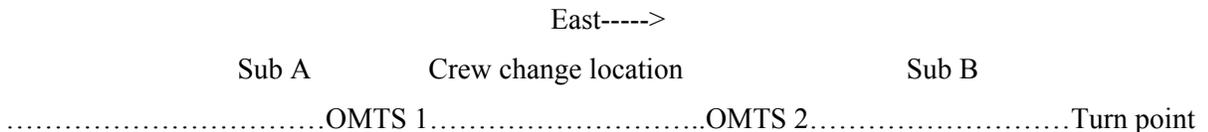
Crews will be advised by the Company prior to tie-up if they are being relieved by a crew or a road switcher that normally operates over their territory. If not so advised, crews may claim the fixed mileage where applicable.

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



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

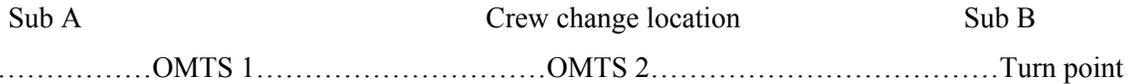
Q7. Where will time apply for the purpose of the NR payments if required to run long at the end of a tour of duty? (reference scenario above)



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

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

<----West



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

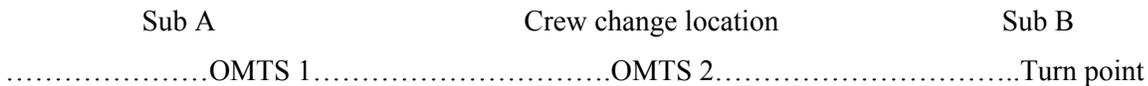
If running to the turn point with locomotives: time from On duty to OMTS 2; Running miles between OMTS 2 to the turn point; time at the turn point; and miles from the turn point to OMTS 2.

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)

<----West



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.

**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

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

**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  
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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)

**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

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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)

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## ARTICLE 6 – WORK RELATED EQUIPMENT, HANDLING RADIO & DOCUMENTATION

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- 6.01** The Company may assign personal lightweight portable radios to operating employees, including yardmasters, for the performance of their duties.
- 6.02** 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.
- 6.03** 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.
- 6.04** The Company will provide batteries and required maintenance or repairs at no cost to the employee.
- 6.05** Loss of or damage to assigned radios may be investigated and responsibility, if any, assessed on an individual basis.
- 6.06** 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.
- 6.07** An employee will be required to return assigned radios at the request of the Company.
- 6.08** 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.

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## ARTICLE 7 – WAY FREIGHT SERVICE

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- 7.01** Engineer on regularly assigned way freight or switch train may run around Engineers at terminals to catch assigned run.
- 7.02** Archived (formerly (b))
- 7.03** Freight or mixed train Engineer making more than 5 stops to take on or set out a car or cars, or who makes more than 10 switches en route or a combination of 7 movements of such service, will be paid way freight rates for the trip.
- Note:** Points enumerated in Clause 2.15 (archived), where time is paid arbitrarily, will not be considered points where Clause 7.03 of this Article will be applicable.
- Example:** Clause 7.03. An Engineer leaves A with a car or cars in his train for B and holds orders to take on a car at C, D and E. The car or cars to be set off at B are at the head end of the train and have only to be placed in the siding, no switching being necessary. The stop at B would count as 1 movement in the combination. At C 2 cars are to be taken on and they are the fifth and seventh on the siding, consequently 2 switches to make. In this case, the switches would count, but not the stop. At D the same movement is made giving 2 more switches. At E 1 car is taken on, for which one switch is made. We would now have 6 movements, viz: 1 stop at B, 2 switches at C, 2 at D, and 1 at E, which would not entitle the Engineer to way freight rates, but if he had a car to set out at F (no switching necessary) we would then have a total of 7 movements in the combination, and the Engineer would be entitled to way freight rates. If no combination of movements is made and movements are confined to switches, it will require 11 switches to entitle the Engineer to way freight rates.

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## ARTICLE 8 – ROAD SWITCHER SERVICE

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- 8.01** Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, it may be referred to the General Chairman by the General Manager.
- 8.02** Engineers assigned to such Road Switcher Service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from shop track to shop track with time and one-half after 8 hours, exclusive of inspection time.
- 8.03** Engineers assigned in Road Switcher Service, who do not lay off of their own accord, will be paid not less than 2600 miles per month at Road Switcher Rates, inclusive of all earnings. In the event of an assignment being discontinued or created during any month, Engineers will be paid their proportion of the monthly guarantee on the calendar day basis for each day held in the assignment.
- Note:** The term "Road Switcher" as used above does not apply to passenger, work or mixed train assignments. Clause 33.04 will not apply to Road Switcher assignments.
- 8.04** Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement for a Road Switcher assignment to have different bulletined starting times on different days of the week.
- 8.05** An Engineer who is regularly assigned in road switcher service and who performs a complete tour of duty exclusively within the yard or switching limits will be paid at yard rates of pay.
- 8.06** Wherever practicable, road switcher assignments operate with multiple unit consists, the units shall be marshalled back to back.

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## ARTICLE 9 – WORK TRAIN SERVICE

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- 9.01** 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.
- 9.02** 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.
- 9.03** (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.
- 9.04** (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, way freight 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.

**9.05**

- (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.

**9.06** 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 Chairmen 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 9.16.

**9.07** 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 9.04.

**9.08** 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 men are available. Work train crews will not be considered absent when unavailable for other work on their designated days off.

**9.09** 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.

**9.10** 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.

- 9.11**
- (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.

**9.12** Locomotive Engineer in work train service when laid up at any point without regular shop men will be allowed 15 minutes pro rata after laid up by Conductor to cover necessary repairs and get engine ready.

**9.13** Road crews shall have the right to man 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 man all work trains operated exclusively within the recognized confines of yard or switching limits.

**9.14** Road crews will handle this work in the smaller terminals where there are not sufficient yardmen to man this service and will be paid at road rates and under roadwork train conditions.

**9.15** Locomotive Engineers, Conductors, and Trainpersons called for through freight and way freight service will be paid for work train service en route 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.

**9.16** Provided they do not lay off of their own accord, Locomotive Engineers, Conductors, 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.

**9.17** 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 en route. 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 cannot be foreseen at the time of call, whereby the anticipated duration of the work train service would be required to be changed, could occur.

If such crew is tied up at a terminal they will take their turn out in unassigned service.

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## **ARTICLE 10 – CALLED AND CANCELLED**

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- 10.01** An Engineer called for duty and afterwards cancelled or set back before reporting for duty will be paid 25 miles at the minimum freight rate. When an Engineer is called for duty and then cancelled or set back after reporting for duty, he will be paid at the rate of 12 1/2 miles per hour at the minimum freight rate for time held with a minimum payment of 50 miles. If cancelled after taking the locomotive from the shop track or change-off point or in case of a run-through train after having started his train or commenced to switch, an Engineer will be paid a basic day at the rate and under the conditions applicable to the class of service called for but will be liable for further service to the extent of a minimum day.
- 10.02** Engineers in assigned road service whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less than 5 hours notice of cancellation in advance of advertised departure time is given, Engineers will be paid 100 miles at the minimum rate applicable to the class of service to which assigned for each day lost.
- 10.03** Engineers at the home terminal cancelled prior to commencing work will be entitled to book between five and eight hours rest. If it is found that this privilege is being abused the matter will be discussed between the respective General Chairman and General Manager with a review to resolve. Failing a resolve at this level the matter will be subject to discussion between the Vice-President of the Union and the Assistant Vice-President, Industrial Relations.

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## **ARTICLE 11 – HELD-AWAY-FROM-HOME TERMINAL**

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- 11.01** Engineer in pool freight and in unassigned service held at other than home terminal longer than 11 hours without being called for duty will be paid minimum freight rates on the basis of 12-1/2 miles per hour 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, Engineers held longer than 11 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal.
- In lieu of the provisions contained in the foregoing paragraph, Engineer in pool freight and in unassigned service working on a territory on which the Company has implemented conductor-only train operations, held at other than the home terminal longer than 10 hours without being called for duty will be paid minimum freight rates on the basis of 12-1/2 miles per hour for all time held in excess of 10 hours except that in cases of wreck, snow blockage or washouts on the subdivision to which assigned, Engineers held longer than 10 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal
- 11.02** Clause deleted.
- 11.03** Payment accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.
- 11.04** Deleted, formerly 10(d).
- 11.05** For the purpose of applying this Article the Company will designate a home terminal for each engineer in pool freight and in unassigned service.

- 11.06** Except in cases of wrecks, snow blockades or washouts on the Subdivision to which assigned, Engineer on assigned run held at away-from-home terminal awaiting his 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 to be made at 12-1/2 miles per hour for each hour over the said 5 hours at minimum freight rate. Payment under this Clause will cease when engineer is required to report for duty.
- 11.07** The Company will make every effort to return Engineer to his home terminal as soon as possible.
- 11.08** Miles paid under the terms of this Article will not be included in calculating miles used for the purpose of regulating pool complement.
- 11.09** 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.

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## **ARTICLE 12 – ELECTRIC LOCOMOTIVE, DIESEL ELECTRIC, EITHER MULTIPLE UNIT OR SINGLE**

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Archived - Formerly 11

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## **ARTICLE 12 A – SECOND ENGINEER IN PASSENGER SERVICE**

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Archived - Formerly 11A

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## **ARTICLE 13 - DOUBLING**

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- 13.01** Actual mileage will be paid for doubling if in excess of 5 miles one way.
- 13.02** Not less than 10 miles will be allowed for each double

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## **ARTICLE 14 - PILOTING**

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- 14.01** An Engineer in charge of an engine ordered over any subdivision with which they are not familiar will be furnished with a competent pilot. An Engineer will be used as pilot when available.
- 14.02** When used as a pilot an Engineer shall be paid for initial terminal time, road miles or road time, final terminal delay and final inspection time at the rate of pay applicable to the class of power used and class of service in which the piloting service is performed.

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## ARTICLE 15 – RUNNING OFF MAINLINE

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**15.01** Mileage or hours made when engine is run more than one mile off main line will be added to mileage of trip.<sup>5</sup>

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

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  
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Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
Suite 309 – 8989 Macleod Tr. S  
Calgary AB T2H0M2

RE: Off - Mainline / Conductor Only premium payment Enroute (EC)

Dear Sirs:

This is in regards to our conversations in Calgary pertaining to the eligibility of freight service Conductor-only crews to be able to collect payments for running off the mainline and for switching at an enroute location.

At issue was whether or not the collective agreement contemplated duplicate payment in circumstances where a Conductor-only crew performed switching enroute at a location more than one mile off the main track.

Based on discussions, it was resolved that in such circumstances, crews are entitled to claim both payments: an OM claim for running off main line and an EC claim for enroute Conductor-only switching. It was affirmed, however, that where the OM claim can be made for all time or miles off the mainline, the EC claim can only be made for time actually switching with a minimum payment of one hour.

If this accurately reflects our conversations, please indicate by signing below.

Sincerely,

C.D. Carroll  
Director, Labour Relations

M. Franczak  
General Manager, Field Operations

I CONCUR:

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

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

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

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

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<sup>5</sup> See Letter Re: Off-Mainline/Conductor Only Premium Payment en Route (EC) appended at end of this article.

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## ARTICLE 16 – REST HOUSE FACILITIES

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- 16.01** Rest houses will be provided for Engineers at their objective terminal on the following basis:
- (1) Where accommodation is shared with trainmen in new or enlarged rest houses, such 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 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.
  - (2) Rest houses will be maintained in a clean and sanitary manner by personnel other than engineers. Engineers will co-operate in keeping rest houses in a clean and orderly condition. Engineers 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 Engineers usually report on and off duty. Rest houses will be air conditioned within a period not exceeding two years from the date that construction is completed except that the rest house at Field will not be air-conditioned.
- 16.02** Other rest house accommodation will be equipped with spring beds, mattresses, blankets, sheets, pillows, and pillowcases as well as cooking facilities and utensils, if necessary. Clean laundered sheets and pillowcases shall be supplied to each new occupant. Rest houses will be kept in good condition. Mattresses replaced because of normal wear will be spring-filled.
- 16.03** The use of rest houses will not be restricted to Engineers.
- 16.04** At terminals where circumstances warrant, arrangements will be made between the Local Chairman and the designated Company Officer for the provision of transportation for Engineers between the rest house or point of reporting for duty and the point where the Engineer takes charge of the locomotive and between shop track or change-off point where locomotive is run through the terminal and the point of reporting off duty or the rest house.
- 16.05** The Company may elect to provide sleeping accommodation in a hotel, motel or other suitable place.
- 16.06** Specific concerns which the Union may have with respect to the condition or maintenance of any rest house shall be advanced to the designated Company Officer by the Local Chairman or his designate. The designated Company Officer shall investigate to determine what areas, if any, may require attention and where necessary, correct the situation and advise the Local Chairman and his designate, in writing, of the results of the investigation. Unresolved issues may be brought to the attention of the General Chairman and the General Manager for further handling.

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## ARTICLE 17 – ANNUAL VACATION WITH PAY

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### Section 1

- 17.01** An employee who at the beginning of the calendar year is not qualified for vacation under clause 17.02 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 17.02.
- 17.02** 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 his 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 17.03.
- Note 1:** An employee covered by Clause 17.02 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he has rendered compensated service in 40 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.01. 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 his next vacation, the adjustment will be made at time of leaving.
- 17.03** 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 his vacation scheduled on the basis of one calendar day's 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 four 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 17.04.
- Note 2:** An employee covered by Clause 17.03 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he has rendered compensated service in 110 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.02. 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 his next vacation, the adjustment will be made at time of leaving.
- 17.04** 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 his vacation scheduled on the basis of one calendar days vacation for each 10-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.05.

**Note 3:** An employee covered by Clause 17.04 will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he has rendered compensated service in 190 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.03. 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 his next vacation, the adjustment will be made at time of leaving.

**17.05** 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 his 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 17.05 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he has rendered compensated service in 290 calendar months; otherwise this vacation entitlement will be calculated as set out in Clause 17.04.

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 his next vacation, the adjustment will be made at time of leaving.

In the application of this Clause 17.05 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 his gross wages during the preceding calendar year.

**17.06** In computing service under Clauses 17.01, 17.02, 17.03, 17.04 and 17.05 time worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

**17.07** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his 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 his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the Company and the local Chairman of the Union.

**17.08** An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

**17.09** 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 17.07 and 17.08, he 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 his originally scheduled vacation period on which he performs service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year, payable during the period of his re-scheduled vacation dates.

The re-scheduled vacation with pay to which he is 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 his seniority to a position covered by another vacation schedule.

## **Section 2**

- 17.10** An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the time of termination of his service calculated as provided for in Section 1. Any such employee who is not qualified for any vacation days due to not meeting the qualifications for such days as prescribed in Clauses 17.01, 17.02, 17.03, 17.04, 17.05 in respect of the year in which his service is terminated shall be paid a vacation allowance of 4%, 6%, 8%, 10%, or 12%, whichever is applicable, of his gross wages in that year.
- 17.11** An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two 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.
- 17.12** In the event of death of an employee, vacation pay to which he is entitled up to the time of his death, will be paid to the estate of the deceased.
- 17.13** 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 him at any time during the ensuing year prior to being recalled to service.
- 17.14** 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 Chairman and the General Manager.
- 17.15** 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**

- 17.16** The words "continuous service" in Section 1 mean continuous employee relationship; time off duty account laid off, bona fide illness, injury, or attendance to organization business shall be included for qualification purposes in Section 1.

## **Section 4**

- 17.17** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation. Engineers 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.
- 17.18** 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 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.
- 17.19** Employee 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 15th, and there is no additional expense to the Company, take his vacation in 2 portions, neither of which will be less than 1 week.  
Similarly, an employee entitled to 4 or more weeks vacation may take such vacation in weekly increments, provided there is no additional expense to the Company.
- 17.20** Where vacation 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.

## Section 5

- 17.21** 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.

### Letter Re: Flat Lining of Annual Vacation

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,

Assistant Vice-president  
Industrial Relations

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

**Letter Re: Closing date for annual vacation bulletins**

November 22, 1985

Mr. G. Wynne  
General Chairman,  
Bro. of Locomotive Engineers  
1396 St. Catherine St. W.  
Room 216  
Montreal, Quebec  
H3G 1P9

Mr. L.F. Berini  
General Chairman,  
Bro. of Locomotive Engineers  
Suite 203  
7403 MacLeod Trail S.W.  
Calgary, Alberta  
T2H 0L8

Dear Sirs:

This has reference to your Regional Demand No. 6, concerning the revision of Article 16(4)(b) in the Eastern and Western Agreements relating to the changing of the January 15th date before which Annual Vacation applications must be filed.

This will confirm the understanding reached during negotiations that Local Officers of the Company and Union may meet in November or December of each year and may by mutual agreement establish the closing date for Annual Vacation bulletins at each terminal for the next year. This could involve either the advancing or setting back of the January 15th date.

Yours truly,

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

I concur:

G.N. Wynne  
General Chairman

I concur:

L.F. Berini  
General Chairman

**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: 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>Annual Vacation</b>								
<b>6 WEEKS</b>				<b>Factor</b>	<b>8.5</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>Factor</b>	<b>13</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					

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## ARTICLE 18 – GENERAL HOLIDAYS

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### Section 1

**18.01** An employee who qualifies in accordance with Section 2 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.

### Section 2

**18.02** In order to qualify for pay on any one of the holidays specified in Section 1 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 sub-clause does not apply in respect of an employee who is suffering from a bona fide injury, who is hospitalized on the day of the holiday, or who is on weekly indemnity benefits on the day of the holiday or subsequently qualifies therefore because of illness on such holiday);

**and**

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

### **Section 3**

**18.03** A qualified employee whose vacation period coincides with any of the General Holidays specified in Section 1 hereof shall receive an extra day's vacation and be paid the amount specified in Section 5, Clause 18.05.

### **Section 4**

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

### **Section 5**

**18.05** An employee qualified under Section 2 hereof and who is not required to work on a General Holiday shall be paid an amount equal to their earnings, exclusive of overtime and Engineer-Instructor allowance, for the last shift or tour of duty worked prior to the General Holiday provided that such amount shall not be less than the equivalent of a minimum day in the class of service performed on that shift or tour of duty.

**18.06** An employee qualified under Section 2 hereof and who is required to work on a General Holiday shall, at the option of the Company:

- (1) be paid, in addition to the pay provided in Clause 18.05 hereof, at a rate equal to one and one-half times their regular rate of wages for the shift or tour of duty worked by them on that holiday. When more than one shift or tour of duty is worked by an employee on a General Holiday, the provisions of this Clause (1) shall apply to the first shift or tour of duty only; or
- (2) be paid for work performed by him 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 18.05 above on the first calendar day on which the employee is not entitled to wages following that holiday.
- (3) Notwithstanding the provisions of Clause (2) above, a Locomotive Engineer who works a shift in yard or transfer service on a General Holiday shall be paid in accordance with the provisions of Clause (1) of this Section 5, Clause 18.06.

### **Section 6**

**18.07** Shifts or tours of duty commencing between 0001 and 2359, both inclusive, on the General Holidays specified in Section 1 of this Article shall be considered as work on that holiday.

### **Section 7**

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

## Section 8

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

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## **ARTICLE 19 - BEREAVEMENT**

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- 19.01** (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, and 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.
- 19.02** 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.
- 19.03** In the application of this Article, an employee's spouse is defined as the person who is legally married to the employee and who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualified as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

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## **ARTICLE 20 – LEAVE OF ABSENCE**

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- 20.01** If an employee desires to be absent from duty the employee must obtain authorized leave of absence. When requesting such leave of absence, it must be for a specific period such as one trip or shift or a specified number of days. Reasonable requests of this kind will be granted when possible to do so but will be conditional upon sufficient personnel being available to meet operating requirements. The Officers authorized to grant leaves of absence at each terminal will be bulletined. A copy of this bulletin will be furnished to the Local Chairman and General Chairman.

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## ARTICLE 21 - SENIORITY

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- 21.01 (1) Employees will establish a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the applicable Trainmen's Seniority List. The current provisions of this article apply to seniority districts unless otherwise stipulated. A Locomotive Engineer's Regional and National seniority lists will be established in accordance with clause 21.01(5) in the collective agreement.
- Note:** Current Union Security clauses of the respective collective agreements are applicable to district, regional and national seniority lists.
- (2) A final Locomotive Engineer training bulletin was issued for employees who were hired on or prior to June 4, 1992. Successful applicants to this bulletin established a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the applicable Trainmen's Seniority List
- (3) All employees hired between June 5, 1992 and July 14, 1995, whose names did not already appear on the list, will be placed on the applicable Locomotive Engineer Seniority District List, in the same order as they appear on the applicable Trainmen's Seniority List
- (4) Employees placed on a Locomotive Engineer Seniority District List, shall have prior rights to all Locomotive Engineers work on their seniority district and shall be trained in seniority order. Prior rights shall be recognized for all seniority districts; British Columbia, Alberta, Saskatchewan, Manitoba/Lakehead, Algoma, Southern Ontario and Quebec, with a date of July 12, 1995.
- (5) (a) Employees placed on a Locomotive Engineer Seniority District List will be placed on the regional list in order according to their district seniority date with a Regional date of July 13, 1995. If District Dates are the same then they will be placed according to the applicable Trainmen's Seniority List.
- (b) Employees placed on a Locomotive Engineer Seniority District List will be placed on the national list according to their district seniority date with a National date of July 14, 1995. If District dates are the same then they will be placed according to the applicable Trainmen's Seniority List.
- (c) Employees who hire on subsequent to July 14 1995 will be placed on the national list according the applicable Trainmen's Seniority List. In the event more than one employee has the same seniority date, seniority standing to be based upon the regional Trainman list.
- (6) A Locomotive Engineer from outside a Locomotive Engineer Seniority District shall not be allowed to work a Locomotive Engineer's job if there are Locomotive Engineers on the Seniority District List who could be trained, except in emergency. In these cases the Company must immediately start training unqualified Locomotive Engineers from that Locomotive Engineer Seniority District to fill the vacant positions.
- (7) Employees failing to be selected, or failing to pass training on the first attempt will hold their seniority should subsequent training be offered.

- 21.02** Unless otherwise provided for, by Eastern District Rules and as provided for in Article 30 TCRC Locomotive Engineer's West, employees may move within districts at General Advertisement of Assignments, Pool to Pool or when displaced from holding a locomotive engineer's position. Locomotive Engineers may not reduce themselves.
- In the event that a Locomotive Engineer is displaced and no longer able to hold a Locomotive Engineer's position in that terminal, they may exercise their seniority under their respective seniority lists and provisions.
- 21.03** Unless otherwise provided for by District Rules, should there be no available Locomotive Engineers, the senior qualified Locomotive Engineer not set up as such, shall be used. A Locomotive Engineer having to move under this rule will be permitted to return to their home terminal when they stand for work on the Locomotive Engineer's list at that terminal. Locomotive Engineers cannot be forced off their district.
- 21.04** Unless otherwise provided for, no payment will be made for deadheading under the application of this article.
- 21.05** District, Regional and National, seniority lists of Locomotive Engineers in promotion order will be kept posted in each booking-in office, reissued in January of each year and a copy will be furnished to the Local Chairman and General Chairman. No protest against a Locomotive Engineer's standing thereon shall be heard unless it is entered within 60 days after the first appearance of their name on the list.
- 21.06** Locomotive Engineer taken over with another road will hold their seniority rights with employees on the division to which that road has been added, from the date of entry into service with such other road.
- 21.07** Locomotive Engineer employed by a contractor will have no seniority standing. Locomotive Engineer assigned by the Company to contractor's service will retain their seniority.
- 21.08** Accommodation and Meal Allowance for Locomotive Engineers Forced from One Main Home Terminal to Another on Their Seniority District.
- (1) A Locomotive Engineer forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article and who does not move his residence to or maintain his residence at the terminal to which he is forced shall be entitled to a living allowance of \$20 per day when accommodation in a rest-house is supplied by the Company. If such accommodation is not supplied by the Company the allowance shall be \$30 per day. Should a Locomotive Engineer so forced not return to his home terminal when he stands for work as an Locomotive Engineer at that terminal, when he is no longer the senior demoted Locomotive Engineer, or when he is released at the terminal to which forced as a result of a reduction in the Locomotive Engineers' working list at that terminal pursuant to the provisions of Paragraph 4 of the Letter of Understanding dated September 1, 1972, he shall be deemed to have transferred voluntarily and his entitlement to the living allowance cited above shall cease forthwith.
  - (2) Locomotive Engineers forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article shall be paid for deadheading between such terminals under the provisions of Article 5.02. Should an Locomotive Engineer so forced return to his home terminal when he stands for work as an Locomotive Engineer at that terminal or when he is no longer the senior demoted Locomotive Engineer, he shall not be paid for deadheading back to his home terminal nor shall the senior demoted Locomotive Engineer forced to that terminal to replace such Locomotive Engineer be paid for deadheading to that terminal.

**21.09** For the purposes of this Collective Agreement, the main home terminals for Locomotive Engineers are:

<b>Eastern Canada</b>				
Montreal	Toronto	London	Sudbury	Schreiber
Smiths Falls	Hamilton	Mactier	Chapleau	
<b>Western Canada</b>				
Thunder Bay	Kenora	Winnipeg	Brandon	Minnedosa
Wynyard	Sutherland	Wilkie	Moose Jaw	Medicine Hat
Calgary	Red Deer	South Edmonton	Lethbridge	Cranbrook
Nelson	Revelstoke	Kamloops	Coquitlam	Roberts Bank

**21.10 Voluntary Relocation without benefits**

- (1) Employees may move between districts at General Advertisement of Assignments, Pool to Pool or when displaced from holding a Locomotive Engineer's position (Locomotive Engineers may not reduce themselves.)
- (2) The Company may refuse a transfer if it results in a known shortage of employees, based upon information at the time, at the location the Locomotive Engineer is bidding from or if the location being bid to will result in an immediate lay off of employee(s).
- (3) Employees bidding outside of their district must also receive permission from the applicable Locomotive Engineer General Chairmen prior to relocating. This clause will expire on January 01, 2010.

**21.11 Voluntary Relocation with benefits**

Voluntary relocation with benefits may be initiated by the Company from locations of surplus as identified by the Company.

- (1) Long term.  
Where initiated, a lump sum of \$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. Repayment will not apply in cases of lay off.
- (2) Temporary.
  - (a) Where initiated, employees will be chosen on a seniority basis at the bulletined location(s).
  - (b) Employee covered under this clause will be provided transportation to and from work location and suitable accommodation or a monetary amount of \$500.00 per week in lieu of the benefits in this clause.
  - (c) A reasonable travel period will be allowed to relocate as part of the initial work cycle.
  - (d) Employee covered under this clause will exercise their seniority and be familiarized under the terms of the collective agreement.
  - (e) An employee selected under this clause will be committed to a period of 42 days after which the employee may elect to return home or, if required and the employee elects, will continue for further 35 day period(s).

- (f) If a subsequent work cycle is agreed to, the employee will be allowed up to 7 consecutive days OLA for the first work period and up to 5 consecutive days OLA for each subsequent work period(s) to attend to personal business with the transportation provided by the company to and from the home location. The period of leave will be scheduled between work cycles or later upon mutual agreement. Unless otherwise agreed, the leave will not form part of the work cycle.
  - (g) An employee covered under this clause may be released from the commitment period if no longer required. This change must coincide with the scheduled weekly crew change.
- (3) In the event a Locomotive Engineer relocates with benefits who has less seniority than the junior qualified Locomotive Engineer at the location the employee is relocating to, if not already in progress, the Company will initiate Locomotive Engineer Training at that location to commence within three months.

**Letter Re: VROPE/VROUE/VROQUE/ Compassionate Transfers, from 2003 –2006  
Memorandum of Settlement**

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 be 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,

M.G. DeGirolamo  
Assistant Vice President  
Industrial Relations

I Concur:

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

## 21.12 Union Security

- (1) Employees holding permanent, company supervisory positions before July 4, 1995, who also hold seniority rights in any craft represented by the Union, will continue to accumulate bargaining unit(s) seniority to July 4, 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.

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## **ARTICLE 22 – GRIEVANCE PROCEDURE**

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### **22.01 Wage claim not allowed**

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.

### **22.02 Grievance concerning wage claims or alleged violations of the collective agreement**

A grievance concerning the meaning or alleged violation of any one or more of the provisions of this Collective Agreement shall be processed in the following manner:

#### **Step 1 - Presentation of Grievance to the Designated Supervisor**

Within 60 calendar days from the date of the cause of grievance the employee may present the grievance in writing to the designated Company Officer who will give a decision in writing as soon as possible but in any case within 60 calendar days of date of the appeal, or this Step may be bypassed by forwarding the grievance to the Local Chairman who may initiate the grievance at Step 2.

#### **Step 2 - Appeal to the Designated Company Officer**

If a grievance has been handled at Step 1, within 60 calendar days from the date decision was rendered under Step 1 the Local Chairman may appeal the decision in writing to the designated Company Officer.

If Step 1 has been bypassed then, within 60 calendar days of the date of the cause of grievance, the Local Chairman may present the grievance in writing to the designated Company Officer who will give a decision in writing as soon as possible but in any case within 60 calendar days of date of the appeal.

The appeal shall include a written statement of the grievance along with an identification of the specific provision or provisions of the Collective Agreement, which are alleged to have been misinterpreted or violated.

#### **Step 3 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 2, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 60 calendar days of the date of appeal. The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his 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.

### **22.03 Appeal against discipline imposed**

An appeal against discipline imposed shall be processed in the following manner:

#### **Step 1 - Appeal to the Designated Company Officer**

Within 60 calendar days from the date the employee is notified of discipline assessed the employee and/or Local Chairman may appeal the discipline in writing to the designated Company Officer.

The appeal shall include a written statement of the employee's and/or the Union's contention as to why the discipline should be reduced or removed. A decision will be rendered in writing within 60 calendar days of the date of the appeal.

## **Step 2 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 1, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 60 calendar days of the date of the appeal.

The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his 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.

- 22.04** 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.
- 22.05** The time limits specified in this Article may be extended by mutual agreement.

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## **ARTICLE 23 – INVESTIGATIONS & DISCIPLINE**

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- 23.01** 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 Chairmen.
  - (6) The employee will sign their statement and be given a copy of it.

- 23.02** Clause 23.01 (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.
- 23.03** 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.
- 23.04** 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.
- 23.05** 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 5.05.
- 23.06** 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.
- 23.07 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.

### **23.08 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 Chairman for their information.

### **23.09 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 which 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 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 day delay, the discipline assessed will be immediately added to their discipline record.
- (6) Within 30 days of the assessment of discipline, i.e., the date the Form 104 is issued to the employee which results in the use of deferred discipline under the provisions of the collective agreement(s), the Union may request that a review of the case be done by the General Chairman of the Union and the General Manager.

- (7) The General Chairman and the General Manager will meet as soon as possible to review the culminating incident, but in any case within 30 days of the request.
- (8) The parties will review the entire case file on the matter to determine the merits of the case.
- (9) There shall be no ability to progress a grievance or to proceed to arbitration with respect to deferred discipline.

**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. C. 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 Chairmen:

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  
CCROU  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
CCROU  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P1P1

**Letter Re: Investigations and Discipline July 25, 1989**

MONTREAL, July 25, 1989

Mr. T. G. Hucker,  
General Chairman,  
Brotherhood of Locomotive  
Engineers,  
Suite 270,  
11012 MacLeod Trail South,  
Calgary, Alberta.  
T2J 6A5.

Mr. G. N. Wynne,  
General Chairman,  
Brotherhood of Locomotive  
Engineers,  
P. O. Box 181,  
Smiths Falls, Ontario.  
K7A 4T1.

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 Chairmen 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 his 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 Chairmen 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 his 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 he might arrange for a qualified accredited representative.

It was further agreed that the employee and his 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 Chairmen 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 his 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 his representative where necessary. Furthermore, if an employee is required to stay overnight, the Company will furnish accommodation in the Resthouse, or the equivalent thereof. You acknowledged, moreover, that should the employee desire another employee to appear as a witness on his behalf it would be his 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 Chairman. Failing a resolve the Vice-President of the Union or his 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

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

MONTREAL, November 16, 1992

Mr. T.G. Hucker  
General Chairman  
Brotherhood of Locomotive  
Engineers  
Suite 270  
11012 MacLeod Trail South  
Calgary, Alberta  
T2J 6A5

Mr. G.N. Wynne  
General Chairman  
Brotherhood of Locomotive  
Engineers  
P. O. Box 181  
Smiths Falls, Ontario  
K7A 4T1

Dear Sirs:

This has reference to the BLE 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) (NOW 23.03) of the Investigation and Discipline Articles in the BLE 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 he had been notified that a statement would be taken will be recorded in his 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) Frank Peters  
Manager, Labour Relations

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

**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  
Calgary, 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:

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D.C. Curtis  
General Chairman

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L.O. Schillaci  
General Chairperson

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D.A. Warren  
General Chairperson

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R.S. McKenna  
General Chairman

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## **ARTICLE 24 – COMPLAINTS OF ENGINEERS**

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Archived (Formerly Article 20)

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## **ARTICLE 25 - CALLING**

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**25.01** 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 in 1987. When the telephone rings and is not answered or when a busy signal occurs this does not indicate telephone failure. Telephone failure exists in cases where the operator advises that the call cannot be completed as dialled or the line goes dead. When a busy signal occurs the practice of repeating the call will continue. Other means may also be used when employees are accommodated in facilities provided by the Company. Employees will be given at least a two-hour call except in cases of emergency.

**25.02** Engineer, when called, will be called for a specified time in all services.

- 25.03**
- (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 a transcript of the requested portion, will be retained and furnished upon request.
  - (3) The Company will consult with the Union prior to making a change of consequence in the calling procedures.

**25.04 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.

## 25.05 Filling of Vacancies – Weekly Placement Process

- (1) At locations where the existing Crew Change System does not fall under the following national guidelines, those locations will need to jointly (local Company and Union officers) establish a Weekly Crew Change System within 120 days of ratification. If unable to implement within the specified time frame issues may be advanced to the appropriate General Manager and General Chairman.
- (2) These procedures are designed to eliminate mid week displacements and consequently provide employees a more stable work place.
- (3) A weekly crew change will take place each Sunday at 2201 to be effective 0001 Monday governing:
  - (a) Establishment or reduction of all regular assignments
  - (b) Adjustments to the pools
  - (c) Adjustments to the spare board
  - (d) Movement to or from vacancies
- (4) Annual Vacation will begin and end effective with the weekly crew change. Employees will automatically be booked off and on by CMC , to coincide with the weekly crew change.
- (5) General Advertisement of Assignments will coincide with the weekly crew change and all regular positions will be bulletined and awarded on the basis of seniority.
- (6) The Company will post job abolishments, permanent vacancies, new assignments and known vacancies at an agreed upon date/time on a weekly basis.
- (7) Bids for weekly crew change will close between 1200 on the Thursday and 1200 on the Friday preceding the change unless otherwise mutually agreed.
- (8) Adjustments to the pool(s) and spare board(s) will be determined by local company and union officers at the agreed upon time each week.
- (9) The final weekly crew changes will be posted at the agreed upon time each week. Any subsequent corrections will be dealt with through the local management and local chairman or as mutually agreed.
- (10) Employees will advise the CMC of their desired changes through a weekly bid system.
- (11) Administration of the agreement will be done locally and any unresolved issues may be advanced to the General Chairman and General Manager.
- (12) Prior to implementation of any agreement, where deemed necessary, requisite training of employees will be handled by mutual agreement. The Company will be responsible for the costs of local union representatives conducting training or attending meetings needed to agree with the terms of any agreement and implement such agreements.

**Letter Re: Calling employees, use of taxi**

November 22, 1985

Mr. G. Wynne  
General Chairman,  
Bro. of Locomotive  
Engineers  
1396 St. Catherine St. W.  
Room 216  
Montreal, Quebec  
H3G 1P9

Mr. L.F. Berini  
General Chairman,  
Bro. of Locomotive  
Engineers  
Suite 203  
7403 MacLeod Trail S.W.  
Calgary, Alberta  
T2H 0L8

Dear Sirs:

This concerns discussions during negotiations concerning both the Company's 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,

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

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

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## **ARTICLE 26 – FUEL, SAND & WATER**

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- 26.01** Locomotive will be supplied with fuel, sand and water by mechanical staff at terminals. All supplies will be placed on locomotives at points where mechanical staff are maintained.
- 26.02** At originating stations for trains or locomotive consists, where mechanical staff are employed, the cabs of all "leader" equipped locomotives which will be utilized in the lead position prior to reaching the next major locomotive servicing location, will be cleaned and serviced.
- 26.03** At points where mechanical staff are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crewmembers will be responsible for keeping cabs in a clean and orderly condition en route between servicing points.
- 26.04** While it is the responsibility of operating employees to maintain a clean work environment in the locomotive cab between servicing locations, run-through trains will have the lead locomotive cab cleaned by shop staff at the following locations;
- 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

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## **ARTICLE 27 - REST**

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- 27.01** 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.
- 27.02** 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 Chairman with the intent to resolve.
- 27.03** 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.
- 27.04** 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.
- 27.05** 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 this arrangement, the reduced crew is unable to complete their tour of duty within 10 hours, the members of the crew may book rest after 10 hours on duty.

This provision will be applied as follows:

- (1) Employees must provide notice of rest within the first 5 hours on duty. The amount of rest desired to apply after 10 hours. In such cases the Company has the existing obligation to have them into the objective or home terminal and off duty in 10 hours.
- (2) Employees who reach their objective terminal and are off duty in less than 10 hours will not be bound by the notice of rest given previously. Employees will then have the option of booking rest.
- (3) Employees who are more than 10 hours on duty will be bound by the amount of rest booked. Other Regulatory requirements remain in effect.
- (4) Employees who do not provide notice of rest within the first 5 hours are subject to work up to 12 hours. These employees will have the option of booking rest at the objective terminal.

**27.06** 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.

**27.07** 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 27.08 below are applicable. For the purpose of this Clause, an intermediate point in work train service, as described in Clause 9.11, will be considered as an objective terminal.

**27.08** 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.

**27.09** Time off duty on rest will be deducted in computing time for the continuous trip.

**27.10** Employees taking rest en route must first clear trains, which could otherwise be unable to proceed. Under normal circumstances this should not require employees to work beyond the time rest is due to commence.

**27.11** 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 27.12 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.

**27.12** Employees who have not requested rest in accordance with Clause 27.04 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.

**27.13** The premium payment referred to in Clause 27.11 and Clause 27.12 applies to unassigned straightaway, turnaround and combination service on territories where fixed mileage rates have been established. These Clauses will also apply to assigned service or other territory, if mutually agreed to, by the General Chairman and the General Manager. These Clauses will apply to the Revelstoke/Golden Agreement, Sparwood Run-through Agreement, and Roadrailer Agreements. The premium payment does not apply to Turnaround Combination Service (TCS).

- 27.14** 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.
- 27.15** In application of the following, employees in assigned road service may book personal rest following their tour of duty as required. Except as otherwise provided herein, employees may not book personal rest to the extent that such rest will make them unavailable for their next scheduled tour of duty. This clause will apply only when the conditions are such that the employee is able to comply, now and in the future, with regulations with respect to hours of service and provided that they have nine (9) consecutive hours off duty from their time off duty on the preceding tour of duty to the commencement of the following tour of duty. This clause may be subject to revision in the event that current governmental regulations are modified.
- (1) Employees in assigned service working a five day per week assignment shall not be permitted to book rest beyond assigned starting times during their regular work week.
  - (2) Employees in assigned service working a six day per week assignment shall be permitted to book rest beyond their assigned starting times once during their regular work week.
  - (3) Employees in assigned service working a seven day per week assignment shall be permitted to book rest beyond their assigned starting times twice during their regular work week.
  - (4) Personal rest booked beyond the commencement of the following day's tour of duty, which results in the employee making themselves unavailable for duty on that day shall result in a reduction of any guarantee payable.

**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

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## **ARTICLE 28 - MEALS**

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- 28.01** Archived (formerly first paragraph)
- 28.02** Trains will not be delayed nor train operations disrupted solely as a result of stopping trains to eat.
- 28.03** 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.
- 28.04** 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.

- 28.05** 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.

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## **ARTICLE 29 – LOCOMOTIVE CONDITIONS**

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- 29.01** Locomotive cab will be made comfortable, cab windows and the interior of cab will be kept clean by the shop staff.
- 29.02** Locomotive arriving covered with snow and ice will be examined by the shop staff when so booked.
- 29.03** New locomotives and those rebuilt by the manufacturer will be equipped with toilet facilities and water coolers.
- 29.04** A cab committee will be comprised of Union Representatives from the TCRC as well as Company representatives from Mechanical, Transportation, and Industrial Relations to discuss items of mutual benefit and concern dealing with the design, maintenance and operation of locomotive cabs.

**Letter Re: Cab Committee November 13, 2004**

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

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## ARTICLE 30 – HANDLING OF LOCOMOTIVE ENGINEERS

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- 30.01** Pooled Engineers will run first-in first-out, except as otherwise provided.
- 30.02** Engineers on spare list will run first-in first-out, except as otherwise provided.
- 30.03** If run around avoidably Engineer will be entitled to 50 miles at minimum passenger rate.<sup>6</sup>
- 30.04** Engineer assigned to regular run of 100 miles or more, or to regular short run when they have completed their day, or to yard service, will not be considered on duty from time relieved until again required for their regular run or shift.
- 30.05** Short runs will not be coupled up and Engineer run from one point on a branch line through a main terminal to a point on another branch line beyond such terminal.
- 30.06** (1) One month in advance of the general change of timetable all assignments will be advertised on the seniority district. Senior Engineers shall have preference in all classes of service at any terminal to which their seniority entitles them and must stay on the run chosen throughout the period the timetable is in effect or until a change is made necessary by promotion or demotion. In the event there are no applicants for any particular assignment the senior Engineer not set up as such at the terminal where the vacant assignment exists will be required to fill the vacancy.
- Bulletins will be closed 14 days subsequent to the initial posting.
- The results will be forwarded to local Company and Union Officers for scrutiny, seven days subsequent to the bulletin.
- Local Company and Union Officers will be provided with four days to complete their review and make any necessary changes, advising the CMC accordingly.
- Results of the advertisement will be posted twenty-five days subsequent to the initial posting.
- Applications must be dated and made in writing on the prescribed form and submitted to the Crew Management Centre as indicated in the bulletin.
- Engineers at outlying terminals will apply as indicated in the bulletin. After assignments are filled all applications will become null and void. Engineers on leave of absence may make application on their return.
- (2) Archived (formerly (f)(2))
- (3) In the event of no semi-annual change of timetable, a date will be agreed upon between the General Manager and General Chairman for the rebulletining of all assignments on the seniority districts.
- 30.07** In the event of a regular assigned run being reduced one day or more per month or layover changed over 5 hours, Engineer affected will have the right to take any other run out of their home or auxiliary terminal that is manned by a junior Engineer.
- 30.08** Archived (formerly (h))
- 30.09** Engineer will not be run off subdivision to which they are assigned except in traffic emergency and then only for one trip.

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<sup>6</sup> See Letter Re: Runaround at Away-from-home-terminal (AFHT) appended at the end of this Article.

**30.10** Engineer will not be held away from home terminal to make more than two tours of duty in turnaround service, short run work or unassigned work train service, but may be run to home terminal after completing one tour if other unassigned Engineers are available at the point required. Engineers wishing to exercise this right will book "Home Only" immediately upon completing one tour of duty. In the application of this clause it is understood that Engineers will either work home during the second tour of duty referred to or be deadheaded home upon completion of that tour of duty.

**Note:** Engineers will not be entitled to 50 miles of run-around in order to meet the requirements of Clause 30.10

**30.11** (1) Archived (formerly (k)(1))

(2) A temporary vacancy, except vacation vacancies and vacancies in excess of 7 days created by authorized leave of absence in all other classes of service, will be filled by spare engineers for the first 7 days, after which such temporary vacancy and subsequent vacancies created thereby, will be filled by the senior Engineer desiring the run. In the event there is no applicant for such vacancy it will be filled by the junior spare Engineer. An Engineer electing to fill a temporary vacancy under the provisions of this paragraph, must remain on that vacancy until replaced by the regular Engineer or displaced by a senior Engineer except that they may exercise their seniority to a subsequent occurring vacancy in preference service or from one pool to another. For the purpose of this rule, the order of preference is yard (night to afternoon to day) -- transfer --freight -- passenger.

**30.12** Archived (formerly (l))

**30.13** Subject to the provisions of Article 21 an engineer in pool service at one terminal applying for transfer to pool service at another terminal will be granted same within 30 days. Except in case of reduction of crews or promotion, such Engineer will have the privilege of transferring only once during the life of a timetable.

**30.14** (1) An Engineer who goes into yard service because their seniority does not entitle them to work in road service at their home terminal will be permitted to work in road service at their home terminal when their seniority entitles them to such work.

(2) An Engineer taking a yard assignment at their home terminal in preference to pool service will remain on that yard assignment during the life of the timetable unless displaced in which case they will be entitled to exercise their seniority in any class of service at their home or auxiliary terminals.

**30.15** An Engineer whose seniority entitles them to work in road service or on the Engineers' spare board at any terminal on their seniority district, will not be permitted to displace an Engineer permanently restricted to yard service, unless the restricted Engineer is entitled by their seniority to another yard assignment or to work in road or yard service at their home or auxiliary terminal.

**30.16** Archived (formerly (p))

**30.17** The designated Company Officer along with the Engineers' Committee will regulate the number of Engineers on the Engineers' spare list.

### 30.18 Engineer-Instructors

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

A "coaching clinic" will be mutually developed by the Company and the TCRC to assist Locomotive Engineer-instructors in developing their teaching techniques. When attending such coaching clinic, attendees will be compensated as per Clause 5.10 (1).

- (2) The training procedures to be followed by Engineer-Instructors will be prescribed by the Company.
- (3) An Engineer Trainee will assume control of the locomotive under the supervision of an Engineer-Instructor. When an Engineer Trainee assumes control of the locomotive and/or train the Engineer-Instructor will have their responsibilities relaxed to the extent that they will not be held responsible for broken knuckles, damaged drawbars or rough handling; they will, however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.
- (4) Engineer-Instructors will be required to complete progress reports on trainees as may be directed by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying a trainee as being a qualified Engineer shall be that of a Road Manager or other officer designated by the Company.
- (5) For each tour of duty in respect of which an Engineer-Instructor has a trainee assigned to them, the Engineer-Instructor shall be paid the allowance specified in Clause 1.14 in addition to his normal compensation for that tour of duty. For the purpose of this sub-clause an employee who has transferred shall be deemed to be a trainee until certified as a qualified Locomotive Engineer at the new location. When a trainee has been certified by the Company as a qualified Engineer, the allowance specified herein shall not be applicable, but Engineers will continue to permit them to operate the locomotive under their guidance subject to the provisions of sub-clause 3.
- (6) Nothing in this Clause shall be construed as preventing the Company from using a Road Manager or other officer designated by the Company to accompany a trainee and impart instruction to them. In such circumstances if the Engineer operating the train is a designated engineer-instructor they shall be entitled to the remuneration provided for in sub-clause 5.
- (7) The provisions of this Clause shall apply to an Engineer-Instructor required to impart instruction to a qualified Locomotive Engineer from the ranks of Trainpersons / Yardpersons who may, from time to time, be required to make a refresher trip as a Locomotive Engineer in road service. Such Engineer-Instructor shall be paid the allowance specified in Clause 1.14

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

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

### **30.19 Familiarization Trips**

- (1) Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road Service will be given an adequate amount of familiarization at the Company's expense. Employees who do not work for 12 consecutive months or more as a Locomotive Engineer, 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 do not work for 12 consecutive months or more as a Locomotive Engineer, they will receive payment for familiarization tours of duty on the basis of the actual tour being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor Only crews; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.
- (3) When an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreman, 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 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 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) Working employees familiarizing another employee will be compensated the training allowance as per article 1.14.

**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

**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 run around.

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 31 – HEALTH & WELFARE

### 31.01 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<sup>st</sup>, 2005      \$35,000.00
  - Effective January 1<sup>st</sup>, 2006      \$36,000.00
- (b) Effective February 1<sup>st</sup>, 2005, the benefit in the case of work related accidental death will be a \$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 provision of the AD&D Benefit Plan will remain unchanged.
- (d) Effective January 1, 2000, an optional employee paid life insurance program will be instituted, permitting an employee to purchase additional life insurance up to a maximum of \$250,000.00 in units of \$10,000.00. The spouse may also purchase life insurance in units of \$10,000.00 to a maximum of \$150,000.00. Benefits to include a waiver of premium benefit during any period of disability. Individuals covered must provide evidence of insurability as determined by the carrier. Benefits will terminate at the earlier of retirement or the attainment of age 65.

#### (2) Weekly Indemnity (Sickness) Benefits

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

WEEKLY BASE PAY	SICKNESS BENEFIT
Employees earning less than \$120.01 weekly:	\$80 or 75% of weekly base pay, whichever is less.
<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<sup>st</sup>, 2005, in the case of day surgery, coverage will commence from the first day of disability.

Effective February 1<sup>st</sup>, 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.

### **31.02 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<sup>st</sup>, 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.

### **31.03 Dental Plan**

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

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

- (1) Effective with treatment, which commenced on or after 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, which 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 increased from \$1,000.00 to \$1,100.00. Effective January 1, 2001, the annual maximum will be increased to \$1,200.00. Effective January 1, 2002, the annual maximum will be increased to \$1,300.00.

### **31.04 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.
- (4) Effective February 1, 2005 amend the plan to base reimbursement entitlement of medication on the cost of the appropriate generic drug where less expensive than the brand name drug. A generic drug is defined as a drug, which is identical or equivalent to a brand name drug in dosage, strength, route of administration, quality, performance characteristics and intended use to a corresponding patent brand name drug.
- Note:** Brand name drugs are covered if no generic drugs are available.
- (5) Effective February 1, 2005 charges for blood testing monitor equipment, standard, syringes, needles and diagnostic aids, and other supplies required for the treatment of diabetes are covered including supplies for insulin injection pumps. (Charges for cotton swabs, rubbing alcohol, automatic jet injectors, insulin injection pumps and similar equipment are not covered.)

### **31.05 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.

Upon ratification, 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.

### **31.06 Long Term Disability Plan**

An employee paid Long Term Disability Plan, implemented by the TCRC Locomotive Engineers (Formerly the Brotherhood of Locomotive Engineers) will be administered by the Company. Administration will include payroll deduction of premiums, which will be forwarded to the Insurance Carrier. Premiums and all other costs associated with this plan will be borne by the individual TCRC Locomotive Engineer members.

### **31.07 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.

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## **ARTICLE 32 – BOOKING UNFIT**

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- 32.01** An Engineer being physically unfit for duty will report same to the Crew Management Centre, so that the employee may not be called. When the engineer reports for duty they will go out on their assigned run or in their turn.

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## **ARTICLE 33 – MILEAGE REGULATIONS**

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**33.01** Archived (formerly (a))

**33.02** Archived (formerly (b))

**33.03** Engineers taken off under this article shall be returned to service as Engineers in the order of their seniority as Engineers, and as soon as it can be shown that Engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, or other regular service paying freight rates, the equivalent of 3,800 miles per month or in extra service the equivalent of 3,800 miles per month. Engineers in any of the foregoing services will be required to lay off when in any monthly period they have made the mileage stated in this Clause for the class of service in which they are engaged.

**33.04** In the regulation of passenger or other assigned service, sufficient Engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service.

In the regulation of freight service, no reductions will be made so long as Engineers in pool freight or road extra list are averaging the equivalent of 3500 miles per month and that in the regulation of pool freight and road extra list, sufficient Engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 3500 and 3800 miles per month.

If in any service additional assignments would reduce earnings below these limits, regulations will be effected by requiring engineers to lay off when the equivalent of the maximum miles in their class of service has been reached. Engineers in combination service will be permitted to earn the equivalent of 3,800 miles per month at freight rates.

**33.05** Archived (formerly (e))

**33.06** Should there be no available pool Engineers to fill pool vacancies or spare Engineers to fill necessary vacancies, the senior available qualified Locomotive Engineer not working as such will be used.

**33.07** Archived (formerly (g))

**33.08** If any Engineer exceeds their maximum miles or days in any monthly period, they will be required to lose mileage equal to the excess mileage obtained, in addition to which such excess mileage will be added to their mileage for the following period, this not to apply to Engineers who after reaching their maximum mileage are required through shortage of Engineers to work further during their month.

When an Engineer fails to properly record their mileage, resulting in excess mileage being obtained, they will be required to lose in a following mileage period in which annual vacation is not taken mileage equal to double the excess mileage.

It is not intended that the double mileage penalty provision shall apply in regard to any excess mileage due to an Engineer being called in an emergency after they have reached their maximum mileage or to any excess mileage earned on the trip during which maximum mileage is reached. In such cases only the actual excess mileage will be carried forward to the succeeding period.

- 33.09** When there is not sufficient mileage in excess of the maximum to permit an additional engineer making the minimum mileage in each class of service, the mileage in excess of the maximum will be considered spare work, and Engineers will be entitled to such work or mileage as per rules governing vacancies and spare work, except that excess mileage of assigned runs may be used to build up mileage on assigned runs less than minimum.
- 33.10** (1) The regulation of mileage and checking periods will be handled between the designated Company Officer and Local Chairman for Engineers, or his authorized representative.
- (2) Archived (formerly (j) (2))
- (3) Engineer assigned to service at outpost locations will be required to advise the Company's Crew Management Centre (CMC) when their maximum mileage will be in.
- The CMC will furnish a relief Engineer as soon as possible as per Clause 33.09 of this Article.
- 33.11** The Company is not to be put to any additional expense for deadheading or otherwise by the application of this Article.
- 33.12** Deleted. Formerly (l) and language incorporated in Clause 33.04.
- 33.13** All miles paid for on regular working trips and combination deadheading working trips will be included in the calculation of Locomotive Engineers' miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:
- Deadheading
  - Jury Duty
  - Bereavement Leave
  - Attending Court
  - Special Service
  - Late Cancellation of Assignment
  - Cancelled after taking locomotive from shop track
  - Watching Engines
  - Attending Train Handling or Locotrol Classes (when paid lost earnings)
  - Attending Safety Committee Meetings (when paid lost earnings).
- 33.14** Mileage earned pursuant to Clause 3.02 (1) second paragraph, 3.02 (3) third paragraph and Clause 2.23 will not be included in the calculation of an Engineer's personal miles nor shall it be used in the regulation of the working list.

**Letter Re: Regulation of Pools**

Montreal, May 17, 1988

Mr. G. Wynne  
General Chairman,  
Bro. of Locomotive  
Engineers  
R.R. #3  
Smiths Falls, Ontario  
K7A 4S4

Mr. T.G. Hucker  
General Chairman,  
Bro. of Locomotive  
Engineers  
11012 MacLeod Trail S.  
Suite 270  
Calgary, Alberta  
T2J 6A5

Gentlemen:

This has reference to Company Demand No. 18 concerning the regulation of pools.

Although you were unwilling to delete the mileage formula contained in Article 33 (formerly Article 29), you did recognize that a strict adherence to this formula was impractical for pools with relatively few locomotive engineers. The mileage formula does not permit adjustments to the pools to prevent maximum miles being greatly exceeded.

It was agreed, therefore, that in the regulation of these small pools, local Company and Union Officers would cooperate to ensure that average miles for each locomotive engineer's turn would not greatly exceed maximum miles while ensuring that the minimum mileage figure is respected. This may require an upward or downward pool adjustment when the mileage formula would not otherwise justify it. In the event that local arrangements cannot be mutually agreed upon, the matter may be referred to the General Chairman and the General Manager for their consideration prior to the adjustment being made.

It was also agreed that consideration would be given to unusual or special traffic movements which could require short term adjustments to pools, especially the smaller ones.

If the foregoing meets with your concurrence, will you please so indicate in the space provided below.

Yours truly,

L.A. Clarke  
Manager, Labour Relations

I CONCUR:

Thomas G. Hucker  
General Chairman

Garry Wynne  
General Chairman

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## **ARTICLE 34 – MATERIAL CHANGES IN WORKING CONDITIONS**

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- 34.01** Prior to the introduction of run-throughs or relocation of main home terminals, or of material changes in working conditions which are to be initiated solely by the Company and would have significantly adverse effects on Engineers, the Company will:
- (1) Give to the General Chairman as much advance notice as possible of any such proposed change with a full description thereof along with appropriate details as to the consequent changes in working conditions, but in any event not less than:
    - (a) three months in respect of any material change in working conditions other than those specified in subsection (b) hereof;
    - (b) six months in respect of introduction of run-throughs through a home terminal or relocation of a main home terminal;
  - (2) Negotiate with the Union measures other than the benefits covered by Clause 34.11 of this Article to minimize significantly adverse effects of the proposed change on Locomotive Engineers, which measures may, for example, be with respect to retraining and/or such other measures as may be appropriate in the circumstances.
- 34.02** The negotiations referred to in sub-clause (2) of Clause 34.01 shall be conducted between the General Manager and the General Chairman and shall commence within 20 days of the date of the notice specified in sub-clause (1) of Clause 34.01. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement in respect of Clause 34.01 (1)(a) or 60 calendar days in respect of Clause 34.01 (1) (b) the issue, or issues, remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties. The request for arbitration shall be made in writing by either party to the other. If the parties cannot agree on the selection of an arbitrator within seven days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.
- The parties will prepare a joint statement of the issue, or issues, remaining in dispute to be submitted to the arbitrator within seven days in respect of Clause 34.01 (1) (a) or 14 days in respect of Clause 34.01 (1) (b) of the date of their appointment. The arbitrator shall be requested to hear the dispute within 30 days from date of their appointment and shall render their decision together with reasons therefore in writing within 30 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.
- 34.03** Time limits specified in Clause 34.02 may be extended by mutual agreement.
- 34.04** The decision of the arbitrator shall be confined to the issue, or issues, placed before such arbitrator and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.
- 34.05** The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.
- 34.06** The changes referred to in Clause 34.01 will not be made until the procedures for negotiation, and arbitration if necessary, have been completed.
- 34.07** The effects of changes proposed by the Company which can be subject to negotiation and arbitration under this Article do not include the consequences of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which Engineers are engaged.

**34.08** The applicability of this Article to run-throughs, relocation of main home terminals and unmanned locomotives producing tractive effort which are located at any point in the train but separated from and operated independently of the controls used by the Engineer is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions shall be processed directly to the General Manager within 60 days from the date of the cause of the grievance.

**34.09** Any benefits negotiated pursuant to the provisions of this Article shall be reduced in whole or in part in each case by any amount received by an Engineer from any fund, plan or allowance which may be established for similar purposes.

**34.10** This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change *and Sections 52, 54 and 55, Part V, of the Canada Labour Code* do not apply.

The provisions of this Article are intended as well to specify procedures by which matters relating to the termination of employment of employees represented herein may be negotiated and finally settled and *Sections 214 to 216, of the Canada Labour Code* do not apply.

### **34.11 Relocation Expenses**

(1) The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(2) Eligibility:

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled. An employee must:

(a) have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this Clause, in that month have worked and/or been available for service on: 30 days (road) or 21 days (yard) or major portion thereof).

(b) occupy unfurnished living accommodation to be eligible for benefits under Items (b), (f) and (g) of sub-clause (3) of this Clause.

(c) establish that it is impractical for them to commute daily to new location.

(3) Relocation Benefits

(a) 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.

(b) An allowance of up to \$715 for incidental expenses actually incurred as a result of relocation.

(c) Reasonable transportation expenses from their former location to the new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$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.

(d) Upon authorization an employee may drive their automobile to the new location at the allowance specified in Article 5.02 (4).

(e) In order to seek accommodation in his new location and/or to move the new location, an employee will be allowed a continuous period of leave up to one week (7 consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the class of service in which regularly employed.

- (f) (i) 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.
- (ii) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this Clause.
- (iii) 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.

In cases having extenuating circumstances, local Company Officer(s) and Union Officer(s) will jointly review the case with the employee and, where warranted, establish an appropriate extension to the 12 month time limit referred to above.

- (iv) 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.
- (g) If an employee who is eligible for moving expenses does not wish to move their household to the new location they may opt for a monthly allowance of \$180 which will be payable for a maximum of twelve months from the date of transfer to the new location. Should an employee elect to transfer to other locations during such twelve month period following the date of transfer, they shall continue to receive the monthly allowance referred to above, but subject to the aforesaid twelve month limitation.

An employee who elects to move their household effects to a new location during the twelve-month period following the date of their initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of the relocation.

- (h) 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.

## APPENDIX "A" - APPRAISAL PROCEDURE

When an affected employee desires to sell their home under the provisions of Clause 34.11 (3)(f) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- (a) In advising the Company Officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their opinion as to the fair market value of their house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employees' advice of their desire to make a claim, the Company Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Clause 34.11 (3)(f)(i) of this Article.
- (d) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in 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.

**PARTICULARS OF HOUSE TO BE SOLD**

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: Claims for reimbursement for loss sustained on sale of home**

Date: Montreal, November 22, 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 Clause 34.11, formerly (k), of the Material Change in Working Conditions Articles in the B.L.E. 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 3 (f) of that Clause.

Following the determination of a fair market value for the home, the employee has the right to sell his house and claim reimbursement for any loss sustained in accordance with the provisions of Item (f).

Accordingly, should the employee receive an offer to purchase the home and he immediately notifies 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 claims of this nature are aware of the proper procedure to be followed.

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

c.c.: Messrs. G. Wynne  
L.F. Berini

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## **ARTICLE 35 – LOCAL RULES**

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**35.01** Rules necessary to meet local conditions and not inconsistent with the provisions of this Agreement may be negotiated and made effective, subject in each case to the approval of the General Manager and the General Chairman.

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## **ARTICLE 36 – FINAL SETTLEMENT OF DISPUTES WITHOUT WORK STOPPAGE**

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

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## **ARTICLE 37 – PRINTING OF COLLECTIVE AGREEMENT**

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**37.01** 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.

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## **ARTICLE 38 – CONDUCTOR-ONLY TRAIN OPERATIONS**

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**38.01** Implementation of Conductor-Only train operations on a sub-division will be at the option of the Company. A 30-day advice of such implementation will be given to the Council.

**38.02 Attrition Opportunities**

- (1) Attrition opportunities for eligible Locomotive Engineers as outlined in Clauses 38.03, 38.04 and 38.05 hereof will, at the discretion of the Company, be provided at each main home terminal to assist in the achievement of Conductor-Only train operations.
- (2) A bulletin for applications from Locomotive Engineers for these attrition opportunities will be issued as required at each terminal within 60 days from the date of signing of a Memorandum of Agreement. The bulletin will close 30 days following its date of issue.
- (3) Applicants for these opportunities will be awarded on the basis of Engineer seniority.
- (4) A Locomotive Engineer whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.

- (5) Subsequent to these attrition opportunities being awarded as per paragraph (3) above, eligible Locomotive Engineers may apply at any time for an attrition opportunity. The application for the attrition opportunity will be approved subject to operating requirements. A Locomotive Engineer whose application is accepted must comply with the conditions attached thereto at the earliest opportunity following acceptance.

**Note:** Employees who have voluntarily transferred to a terminal on their seniority district where a surplus of protected employees exists, shall be restricted from applying for Conductor-Only attrition opportunities at that terminal for a period of six months from the date of their transfer.

### 38.03 Separation Plan

- (1) A Locomotive Engineer working in a position covered by this Collective Agreement, who is eligible for Early Retirement under the Company's Pension Plan, will be entitled to elect to take early retirement and to receive a monthly separation allowance until age 65 which, when added to his company pension, will give them an amount equal to a percentage of their average annual earnings over their best five-year period, as defined under the pension rules, in accordance with the following formula:

<b>Years of Service at Time Employee Elects Retirement</b>	<b>Percentage Amount as Defined Above</b>
35 and Over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25	60%

- (2) A Locomotive Engineer who elects to be covered by the provisions of Clause 38.03 of this Article shall be entitled to have their Group Life Insurance and Extended Health and Vision Care benefits continued fully paid by the Company, until age of normal retirement, at which time they will be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in the applicable existing Collective Agreement.
- (3) The separation allowance shall cease upon the death of the Locomotive Engineer who dies before reaching the age of sixty-five (65).
- (4) A Locomotive Engineer entitled to the separation allowance as herein above set out may elect to receive in its stead a lump sum payment equal to the present value of their monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (5) A Locomotive Engineer who elects benefits under this Clause 38.03 will not be entitled to any other benefits provided elsewhere in this Article.

#### 38.04 Bridging Plan

- (1) A Locomotive Engineer who is within five years of eligibility for Early Retirement or Normal Retirement under the Company's Pension Plan will be entitled to a bridging benefit as defined herein.
- (2) A Locomotive Engineer who elects to be covered by the provisions of this Clause 38.04 will be paid on the same bi-weekly basis as they were paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., will be made in the usual manner. In the application of this Clause 38.04 it is understood that active employment is severed and the Locomotive Engineer will not be entitled to future wage adjustments.
- (3) A Locomotive Engineer covered by the provisions of this Clause 38.04 will be compensated on the basis of 65% of the basic weekly pay as defined in sub-clause (9) of this Clause 38.04. Such pay will be considered as pensionable earnings in the application of the Pension Rules.
- (4) A Locomotive Engineer covered by the provisions of this Clause 38.04 will, at the time they qualify for early retirement under the Company's Pension Plan, also be entitled to a separation allowance in accordance with the terms contained in Clause 38.03 of this Article.
- (5) A Locomotive Engineer covered by the provisions of this Clause 38.04, while on the bridging plan, will accumulate credit for pension eligibility purposes and pension contributions will continue to be made.
- (6) A Locomotive Engineer who elects to be covered by the provisions of this Clause 38.04 shall be entitled to have their Group Life Insurance, Extended Health and Vision Care Plan and Dental Plan fully paid by the Company until they qualify for early retirement, at which time they will be entitled to the benefits outlined in sub-clause (2) of Clause 38.03.
- (7) A Locomotive Engineer who elects to be covered by the provisions of this Clause 38.04 will at the time of so electing, make an irrevocable application for bridging and early or normal retirement as the case may be to the appropriate Company Officer and, except as provided in this Section of this Article, he will not be entitled to any other benefits provided elsewhere in this Article.
- (8) All payments under this Clause 38.04 shall cease upon the death of the Locomotive Engineer.
- (9) For the purpose of this Clause 38.04, the term "basic weekly pay" is defined as follows:
  - (a) For a Locomotive Engineer assigned to a regular position in yard service, five days or 40 hours straight-time pay, including the shift differential when applicable, shall constitute their "basic weekly pay".
  - (b) For a Locomotive Engineer in road service, including Locomotive Engineer on Spareboards, the "basic weekly pay" shall be one-fifty second (1/52) of the total earnings of such Locomotive Engineer during the preceding twenty six full pay periods.
  - (c) When computing "basic weekly pay" pursuant to paragraph (ii) above, any pay period during which a Locomotive Engineer is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which a Locomotive Engineer is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off, together with the earnings of a Locomotive Engineer in that period shall be subtracted from the 26 pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

### 38.05 Severance Plan

- (1) At the discretion of the Company, a Locomotive Engineer with a seniority date as a Locomotive Engineer or Trainperson/Yardperson subsequent to March 7, 1979 but before June 18, 1990, may, upon submission of a formal resignation from the Company's service, be granted a severance payment of \$50,000. An additional \$15,000 will be paid in the event the Locomotive Engineer resigns within sixty (60) days from the date of the bulletin advertising attrition opportunities.
- (2) At the discretion of the Company, a Locomotive Engineer with a seniority date as a Locomotive Engineer or Trainperson/Yardperson on or before March 7, 1979, who does not meet the eligibility criteria for an early retirement separation allowance, may, upon submission of a formal resignation from the Company's service, be granted a severance payment of \$70,000. An additional \$15,000 will be paid in the event the Locomotive Engineer resigns within sixty (60) days from the date of the bulletin advertising attrition opportunities.
- (3) A Locomotive Engineer who elects to receive a severance allowance pursuant to sub-clauses (1) or (2) of this Clause 38.05 will be entitled to have his Group Life Insurance and Extended Health and Vision Care Plan fully paid by the Company for one year.
- (4) At the request of the Locomotive Engineer, arrangements can be made to have these severance payments paid to the locomotive engineer in three instalments.

**Note:** To Clauses 38.03, 38.04 and 38.05. Notwithstanding anything in Clause 38.02 to the contrary, no payment pursuant to Clauses 38.03, 38.04 and 38.05 herein will be made that is greater than the amount that the individual would have earned had they remained in service until attaining the age of normal retirement under the Canadian Pacific Limited Pension Plan.

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## ARTICLE 39 – INTERNAL DETOURING

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- 39.01** The purpose of this Article is to promote the effective use of employees and equipment through the elimination of pilots when derailments, 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.
- 39.02** Detouring, in the application of this Article, is intended to be on a temporary basis, not to exceed a period of one month.
- 39.03** Internal detouring will not be interpreted to include portions of Company track that is leased to or purchased by external operators. This Article is not to be used to circumvent the Material Change Article.
- 39.04** 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.

- 39.05** Once these locations and/or corridors are identified, Company and Union representatives for the territory in question will meet to establish an operating plan to include, but not be limited to:
- points between which detouring can take place,
  - temporary tie-up locations,
  - crew accommodations,
  - deadheading arrangements, if required,
  - calling procedures,
  - number of familiarization trips over the unfamiliar territory required to qualify to operate over that territory, with a minimum of three (3) round trips.
- 39.06** 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.
- 39.07** Employees selected to participate in internal detouring are expected to:
- familiarize and qualify to operate trains on the section of track over which they will be required to operate during a detour,
  - serve as Instructors in the event that their home territory forms part of a reciprocal detouring agreement.
- 39.08** Employees assigned to instruct in accordance with 39.06 and/or 39.07 will be paid the established Instructor's allowance in accordance with their collective agreements.
- 39.09** Employees performing familiarization and qualification trips will be compensated in the same manner as employees performing the working tour of duty.
- 39.10** 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.
- 39.11** 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, which is adversely affected when detouring takes place.
- 39.12** 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.
- 39.13** 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.
- 39.14** When temporarily assigned to a terminal where unassigned freight pools exist, detour pool employees will be given preference on detour trains, regular assigned employees preference to normal traffic. This does not restrict the intermingled use of both employee groups nor will it constitute a runaround.

- 39.15** 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.
- 39.16** 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.
- 39.17** 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.
- 39.18** Employees participating in detour operations will receive four consecutive personal days off, scheduled by the Company, within every fourteen day period.
- 39.19** The Company is responsible to provide all employees participating in detour operations or participating in familiarization and/or qualification training with timetables, monthly bulletins, detailed schematics of the territory and any other material necessary for the proper operations of trains, prior to the commencement of work/training on the territory.

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## **ARTICLE 40 – DURATION OF AGREEMENT**

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- 40.01** Agreement is effective January 17<sup>th</sup>, 2005 and supersedes all previous Agreements, rulings or interpretations, which are in conflict therewith. It will remain in effect until December 31<sup>st</sup>, 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.

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## **ARTICLE 41 – RETURN TO WORK POLICY**

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- 41.01** 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
- 41.02** 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.
- 41.03** 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: Medically Restricted Locomotive Engineers**

November 22, 1985

Mr. G. Wynne  
General Chairman,  
Bro. of Locomotive  
Engineers  
1396 St. Catherine St. W.  
Room 216  
Montreal, Quebec  
H3G 1P9

Mr. L.F. Berini  
General Chairman,  
Bro. of Locomotive  
Engineers  
Suite 203  
7403 MacLeod Trail S.W.  
Calgary, Alberta  
T2H 0L8

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 Medical Officer 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 Medical Officer, 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 his 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, his 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, 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 Medical Officer 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 his supervisor of the results of the reassessment.

Yours truly,

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

**Letter Re: Absence from duty due to illness or non-compensable injury**

Date: Montreal, November 22, 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, his 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 him 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 his return to work will require the submission of a medical report from his 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 his 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 his/her 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 his/her 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, he be sent the attached draft letter and be required to show it to his 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 his 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.

In as much 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 man 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 Chairmen.

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

c.c.: Messrs. G. Wynne; L. F. Berini

DRAFT

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 the Chief Medical Officer to permit you to resume duty.

In this regard you should have your personal physician submit a full report on your condition.

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

This report, which should be completed based on a medical examination given within one week of the date of your anticipated return to service, should be forwarded to the Chief Medical Officer, Canadian Pacific Railway, 401 - 9th Avenue S.W., Suite 345, Calgary, Alberta. For your convenience, an envelope addressed to Dr. John Cutbill 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.

\* To be included only in appropriate cases.

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

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## **APPENDED LOCAL RULES, AGREEMENTS AND LETTERS**

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### **MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED AND ITS LOCOMOTIVE ENGINEERS EMPLOYED IN CANADA, THUNDER BAY AND WEST, REPRESENTED BY THE TEAMSTERS CANADA RAIL CONFERENCE**

#### **UNION DUES AGREEMENT**

EFFECTIVE JANUARY 1, 1992, REVISED AUGUST 1, 1999

#### **Deduction of Dues**

The Company shall deduct on the payroll for the pay period which contains the 1st day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of each Division of the Teamsters Canada Rail Conference, subject to the conditions and exceptions set forth hereunder.

- (1) The amount to be deducted will be equivalent to the uniform regular dues payment of each Division of the Teamsters Canada Rail Conference 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 of the Teamsters Canada Rail conference in accordance with its constitutional provisions. The provisions of this Agreement will be applicable to the Teamsters Canada Rail Conference on receipt by the Company of notice in writing from such organization of each Division, the names of employees under the jurisdiction of each Division and the amount of regular monthly dues of each Division. Such notice shall be given to the Manager, Labour Relations, by the General Chairman.
- (2) Membership in the Teamsters 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 concerned. Membership will not be denied for reasons of race, national origin, colour or religion.
- (3) Deductions for a newly hired employee or an employee transferring from the jurisdiction of one Division to another shall commence on the payroll for the first pay period, which 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 he then falls.

- (4) If the wages of an employee payable on the payroll for the period, which includes the 1st day of any month, are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The Company will not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

- (5) 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.
- (6) 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.
- (7) The amounts of dues so deducted from wages less sums withheld in accordance with Paragraph 8 hereof accompanied by a statement of deductions from individuals and the Division 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.
- (8) (a) This clause deleted effective August 1, 1999.  
(b) This clause deleted effective August 1, 1999.
- (9) 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.
- (10) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Agreement, both parties will co-operate fully in the 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.
- (11) This Agreement shall remain in effect until revised, superseded or terminated subject to six months' notice by either of the parties to the Agreement on the other.

**Letter Re: Union Dues**

CANADIAN PACIFIC RAILWAY

CALGARY, April 27, 2000

Mr. D. C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 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,

Assistant Vice-president  
Industrial Relations

**Letter Re: Returning Locomotive Engineer to Home terminal**

Date: Montreal, November 22, 1985

From: J.T. Sparrow

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

This has reference to the recent round of negotiations with the Brotherhood of Locomotive Engineers, and in particular, their Regional Demand No. 12 which deals with the responsibility of the Company to return a Locomotive Engineer to the home terminal in the event there has been a serious sickness or family death or the Engineer has been held out of service.

During discussions, the General Chairmen cited examples of cases whereby, as a result of being held out of service at the away-from-home terminal, the Locomotive Engineers involved were refused permission to ride deadhead on a train back to the home terminal. In essence, they were told to find their own means of transportation home. It was explained to the General Chairmen that these were isolated examples, but in any case, the Company would continue to allow transportation to the home terminal on a suitable train in the event the Locomotive Engineer was held out of service pending an investigation. Of course, payment for such trip would be determined based on the outcome of the investigation in accordance with the provisions in the Collective Agreement.

Please ensure that all Operating Officers on your territory are aware of the contents of this letter and are governed accordingly. A copy of this letter is being given to the General Chairmen.

Yours truly,

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

c.c.: Messrs. G. Wynne

**Letter Re: Safety and Health matters**

MONTREAL, November 16, 1992

Mr. T. G. Hucker  
General Chairman  
Brotherhood of Locomotive  
Engineers  
Suite 270  
11012 MacLeod Trail South  
Calgary, Alberta  
T2J 6A5

Mr. G. N. Wynne  
General Chairman  
Brotherhood of Locomotive  
Engineers  
P.O. Box 181  
Smiths Falls, Ontario  
K7A 4T1

Dear Sirs:

This has reference to the BLE demands served in the negotiations on Safety and Health matters and the discussions we held on this issue. It has been agreed that the demands would be resolved in the following way.

Health and Safety has been, and continues to be, an important consideration in all activities of railway operations. In this regard, the Company and the Unions established Health & Safety Committees decades before they were mandated by law. Furthermore, the rights of employees are fully protected in keeping with the provisions of Part II of the Canada Labour Code. Notwithstanding the fact that Health & Safety committees are mandated with certain authorities with respect to local safety and health issues, we do recognize that some of the issues are broader in scope than individual workplaces and, accordingly, we agreed during negotiations to establish a System Health & Safety Committee to be composed of representatives of the Company and of each union representing CP Rail employees. The general role of the committee would be to review health and safety issues of a general nature and, where appropriate, recommend establishment of specific practices and procedures. More specifically, the following aspects would fall within the ambit of the committee:

- health and safety matters that, by their nature, go beyond the scope of individual health and safety committees at the workshop level;
- review of health and safety training;
- review of proposed changes to Company safety regulations and documentation;
- review of Company's policy on light-duty employment;
- proposed measures to improve safety awareness;
- any other matters of a system-wide nature.

The committee would be composed of an equal number of representatives from the Company and from the Union, actual numbers to be determined. The chairmanship of the committee would rotate between a Company representative and a Union representative at six month intervals. The committee would meet once every six months or more often if either party deemed additional meetings necessary.

It is proposed that an initial organizational meeting occur within three months of the ratification of the Memorandum of Settlement.

If you concur with the foregoing, will you please so indicate in the space provided.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

I CONCUR:

(Sgd) Thomas G. Hucker  
General Chairman

(Sgd) Gary Wynne  
General Chairman

**Letter Re: Union selection of members to joint committees**

MONTREAL, November 16, 1992

Mr. T. G. Hucker  
General Chairman  
Brotherhood of Locomotive  
Engineers  
Suite 270 11012 MacLeod Trail South  
Calgary, Alberta  
T2J 6A5

Mr. G. N. Wynne  
General Chairman  
Brotherhood of Locomotive  
Engineers  
P.O. Box 181  
Smiths Falls, Ontario  
K7A 4T1

Dear Sirs:

During the negotiations, you raised the fact that in the recent past many committees at the System, Business Unit and Divisional levels have been established to discuss various issues. Employees have been invited to participate in many of these committees.

During the course of our discussions, you raised concern that in some instances employees have been selected without consultation with the Union. This letter therefore constitutes an undertaking by the Company that in choosing employee participants, the Union will select the individuals whom they believe should be considered in forming such committees. In making such recommendations, it is understood that the individuals named should of course have an interest in the subject matter of the committee's terms of reference and be capable of making a productive contribution to the committee.

During the closed period, representatives of the Union, Business Units and System Industrial Relations will discuss the parameters of such committees and the procedures for selection of individuals.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

**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

Mr. L. O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
404-630 8th Avenue S.W.  
Calgary, AB T2P 1G6  
K2P 1P1

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

Mr. D. A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)  
695 Markham Road, Suite 32  
Scarborough, ON M1H 2A5  
T2J 6A5

Dear General Chairmen:

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

Train line-ups have been a subject of discussion for several rounds of negotiations. Your ongoing concerns regarding the consistency and accuracy of line-ups were noted and the Company provided assurances that continuing efforts at improvement would be undertaken. We are committed to correcting this problem and concerted efforts at improvement will be made. Accordingly, the Company will arrange a follow-up meeting between senior officers of the CCROU and the Company. Possible topics for that meeting include:

1. Status of MTP line-up information
2. Discussion on the MTP "Scorecard"
3. Action Plan for Improvement/Resolution
4. Determination of date for follow-up meeting
5. The effective operation of the joint CMA Committee

Of course, any additional line-up concerns that you may have would be addressed also. Crew calling was also discussed and while your proposal that CMA be put on hold cannot be agreed to, your comments were valuable. In order to assuage your concerns the Company agreed that:

1. Agendas for CMA Committee meetings will be issued at least 14 days in advance of the meetings. The Council will be kept abreast of any changes in implementation scheduling.
2. The Company is committed to ongoing communication. Efforts will be made to have a debriefing within 30 days following implementation at the local level.
3. Local Chairmen, provided they have the appropriate equipment, will be given access to CMA from their homes. (Costs under review)

I trust that these measures adequately address the concerns raised.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson

Mr. T. G. Hucker

**Letter Re: Rocky Mountaineer**

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

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)

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General Chairman, CCROU (UTU)

**Letter Re: HRIS / CCS**

**CANADIAN PACIFIC RAILWAY**

CALGARY, April 27, 2000

Mr. D, C, Curtis  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 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: Fact Finding Process**  
**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:

The parties are agreed to institute a Fact Finding Process, on a trial basis at mutually agreed upon selected locations, and they will be governed as follows;

The local chairperson and the first line manager shall be required to consult in lieu of advancement of a written grievance at Step 2. The local chairperson shall advise the local manager when such fact finding consultation is desired and he shall provide supporting documentation at the time of such request.

- 1) The parties shall develop procedures for joint fact-finding. The procedure developed is to be used in cases of alleged violations of the collective agreement(s) and /or claims. It will not be used in cases of discipline or dismissal.
- 2) The Local Chair of the Union and the Manager of Operations will jointly complete the fact-finding form and both affix their signatures to it once completed. This may be done by personal consultation or may be done electronically, by fax, or E-mail. If E-mail is used, signatures may be fixed electronically. (A copy of this fact-finding form is attached as Appendix "A").
- 3) The form will replace the need for the written statement of the grievance from the Local Chair and the written decision from the Manager of Operations contained in Step 2, Appeal to the Division Manager, currently contained in the Collective Agreement(s).
- 4) The fact-finding form will contain as much information about the grievance as possible, but this form will not prohibit the introduction of other pertinent facts at a later time, should those facts have a bearing on the grievance.

- 5) The current collective agreement time limits for progression of a grievance concerning the meaning or alleged violation of any one or more of the provision of the Collective Agreement(s), shall not be changed.

If you are in agreement with the above, please indicate your concurrence in the space provided.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

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D.C. Curtis  
General Chairman

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L.O. Schillaci  
General Chairperson

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D.A. Warren  
General Chairperson

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R.S. McKenna  
General Chairman

**TEAMSTERS CANADA RAIL CONFERENCE**  
And  
**CANADIAN PACIFIC RAILWAY**  
**FACT-FINDING FORM**

This form is used as a substitute for Step 2 – Appeal to the Manager of Operations of the Grievance Procedure and the response. Once completed, it will be considered to fully satisfy the requirements contained in that Step.

1. Who is the person making the complaint or grievance?

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Employee number: \_\_\_\_\_ Seniority number: \_\_\_\_\_ Date of entry into Svc.: \_\_\_\_\_  
Position held at time of grievance: \_\_\_\_\_ Working in what service: \_\_\_\_\_

2. When did the complaint or grievance occur?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

3. Where did the complaint or grievance occur?

Place: \_\_\_\_\_

4. What are the facts of the complaint or grievance?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Why is this considered to be a complaint or grievance? (Include the Article of the Collective Agreement(s), or any supplement to the collective agreement)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What is the action requested that will correct and/or resolve the complaint or grievance?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. What is the position or contention of the employer?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Local Union Representative: \_\_\_\_\_

Signature of Manager of Operations: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Copies of all documentary evidence such as original time claims, declination notices, letters, memos, etc. that may have a bearing on this grievance or complaint must be attached to this form before the form is forwarded to the General Chair of the Union and the District General Manager for progression at Step 3. A copy of this form and attachments should be retained by the Local Chair, the Manager of Operations and the Employee making the complaint or grievance.

**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 FROM ORIGINAL DOCUMENTS

<b>Article Renumbering</b>		
<b>New No.</b>	<b>Title</b>	<b>Old No.</b>
1	Rates of Pay	1
2	Road Service	2
3	Preparatory, Initial & Final Time	3
4	Yard Service	4
5	Miscellaneous Service	5
6	Work Related Equipment	6
7	Way freight Service	7
8	Road switcher Service	7A
9	Work Train Service	8
10	Called and Cancelled	9
11	Held away from home terminal	10
12	Electric locomotive, Diesel-electric, multiple or single	11
12A	Second Engineer in Passenger Service	11A
13	Doubling	12
14	Piloting	13
15	Running off mainline	14
16	Rest house facilities	15
17	Annual Vacation with pay	16
18	General Holidays	16A
19	Bereavement leave	16B
20	Leave of absence	28A
21	Seniority	17
22	Grievance procedure	18
23	Investigations and discipline	19
24	Complaints of Engineers	20
25	Calling	21
26	Fuel Sand and Water	22
27	Rest	23
28	Meals	24
29	Locomotive Conditions	25
30	Handling Locomotive Engineers	26
31	Health & Welfare	27
32	Booking Unfit	28
33	Mileage restrictions	29
34	Material changes in working conditions	30
35	Local rules	31
36	Final settlement of disputes without work stoppage	32
37	Printing of collective agreement	33
38	Conductor-only operations	34
39	Internal detouring	New
40	Duration of agreement	35
41	Return to work policy	New

**Changes to Collective Agreement from Memorandum of Settlement  
COVERING YEARS 2003 – 2006,  
(BOOK OF FINAL CONTRACT LANGUAGE DATED NOVEMBER 13, 2004)**

1. Term of Contract	Article 40 amended to reflect new term of contract
2. Wages	Article 1 of CBA and Archived document amended to reflect new rates
3. Pension	Article 31.07 amended to reflect changes
4. Benefits	Article 31,01 to 31.05 amended to reflect changes
5. Layoff and Recall	Non applicable to Locomotive Engineers
6. Held away	Article 11.01, paragraphs 1 and 2 had last sentence amended. Rates in paragraphs 1 and 2 changed from passenger to freight. Article 11.02 deleted. Article 11.05, rate changed from minimum passenger rate to minimum freight rate. New Article 11.07 added
7. Annual Vacation	Letter re Annual vacation allotment and Letter re days worked or available added to end of Article 17. Appendix B Annual Vacation Matrix also added to end of Article 17
8. Seniority	Article 21 replaced by Appendix C- Locomotive Engineer Seniority
9. Filling of Vacancies - - weekly placement process	Article 25 amended and new clause 25.05 created to reflect this change.
10. Training	See individual items below
General	Article 1.14 amended to reflect change in rate..
Training Development	Article 5.11 replaced by new training development clause.
Trainmen Training	N/A
Locomotive Engineer Training	Chart in Archived agreement changed and the Note under the chart added. Letter re advanced locomotive engineer training appended to end of LE Training agreement in archive document.
Familiarization	Article 30.19 (1) and (2) amended as per the MOS
Rules Qualification	Rates for RQ and other than RQ Article 5.09 (6) and 5.10 (1) changed to reflect new rates. Article 5.09 (2) amended as per MOS
11. Consolidation of Collective Agreements	Letter re Consolidated collective agreement added at end of agreement.
12. Runaround	Letter re runaround appended to end of Article 30.
13. Expanded Crew Change Point	New Clause added to Article 5, Clause 5.12
Expanded crew change locations	Q&A's appended to end of Article 5.
14. Second Engineer – Passenger Service	Not applicable in West.

15. Expressway	References to Expressway removed from agreement.
16. TCS	Letter re TCS appended at end of Article 5
17. Employment Equity	Paragraph added to preamble
18. Rest	Clause 10.03 amended as per MOS. Letter Re Rest appended at end of Article 27.
19. Bereavement	Article 19.01 amended as per MOS.
20. Return to Work Policy	New Article 41 added to agreement
21. Printing of Agreements	Article 37 .01 amended as per MOS.
22. Ontario District Rule 14	N/A
23. Montreal Commuter	N/A
24. Banking of certain payments	Letter Re Banking of certain payments appended at end of agreement
25. Cab Committee	Letter Re Cab Committee appended at end of Article 29
26. Automobile Mileage Allowance	Article 5.02 (4) amended to read “30 cents per kilometre” and Article 39.15 amended from \$.28 per KM to \$.30 per KM.
27. General	N/A
Letter #1 – Training Protocol	Appended to Article 1.15
Letter #2 – Consent	Language incorporated into Article 31.07
Letter #3 – Checkerboard	Language incorporated into Article 31.07
Letter #4 – Health Spending Account	Health spending account information placed into Article 31.05 with reference that the provisions of the HSA are not reproduced in the collective agreement, but will be made available to employees.
Letter #5 – Layoff & Recall	N/A
Letter #6 – Annual Vacation Allotment	Appended to Article 17
Letter #7 – Annual Vacation – Days Worked or Available	Appended to Article 17
Letter #8 – VROPE/VROUE/VROQUE/Compassionate Transfers	Appended at the end of Clause 21.11
Letter #9 Selection of Employees, Coaches and Field Placement Co-ordinators	N/A
Field Placement Coordinator Selection Criteria	N/A
Coach Selection Criteria	N/A
Letter #10 Coaching Program – Conductors/Yard foremen/ YSE	N/A
Letter #11 – Advanced Locomotive Engineer Training	Appended at the end of Locomotive Engineer Training in archived document
Letter #12 – Collective Agreement Consolidation	Appended at end of agreement
Letter #13 – Runaround	Appended at end of Article 30.
Letter #14 GO Transit Commuter Service – Crew Consist	N/A
Letter #15 – Expressway	N/A
Letter #16 – TCS	Appended at end of Article 5
Letter #17 – Rest	Appended at end of Article 27
Letter #18 – Commuter Rail – Montreal	N/A
Letter #19 – Banking of Certain Payments	Appended at end of agreement

Letter #20 – Cab Committee	Appended at end of Article 29.
Appendix A- Rate Tables	Rates changed throughout the agreement
Appendix B- Annual Vacation Matrix	Appended to the end of Article 17
Appendix C – Locomotive Engineer Seniority	Now forms Article 21
Appendix D- Western Regional Seniority	N/A
Appendix E- Eastern Master Regional Agreement	N/A
Appendix F – Trainman Training Article	N/A
Appendix G – Expanded Crew Change Location	Article 5.12
Questions & Answers	Appended to end of Article 5.12

<b>Miscellaneous Changes to Agreement</b>	
Preamble	Changed from Alcohol and Drug abuse program to EFAP. References to CCROU and/or BLE changed to TCRC. Last paragraph of preamble added re Employment Equity.
Table of Contents	Changed and made interactive through MS Word
Map of Changes	Updated and moved to end of the agreement.
Details of Changes	Deleted from previous printing and replaced with details of changes as amended herein and placed at the end of agreement
Article 1	Rates of pay changed as per the MOS
1.14	Amended as per the MOS.
1.15	Letter re Training Protocol appended as per MOS and the references to trainman's agreements updated and corrected.
1.18(8)	Numbering changed from (i) to (a)
1.18(10)	CCROU changed to TCRC
1.18(11)	Numbering changed from (i) to (a)
1.18(12)	Numbering changed from (i) to (a)
1.18(14)	CCROU changed to TCRC
1.18(15)	Numbering changed from (i) to (a) and "The Council" changed to "The TCRC".
1.18(17)	Reference to Expressway deleted as per MOS.
Article 2.21	Reference to Canadian Railway Office of Arbitration changed to reflect name change "and Dispute Resolution" added.
Article 2.23, Note	Reference to Article 9A of the trainman's agreement changed to Article 10.
Article 3.02(1) 1 <sup>st</sup> paragraph	Letter Re Initial time when transported to AFHT footnoted and appended to end of article.
Article 4.06(2)	Numbering changed from (i) to (a)
Article 5.02(4)	Rate changed from 28 cents per kilometre to 30 cents per kilometre as per MOS.
Article 5.09(2)	Language from the MOS added in the 1 <sup>st</sup> paragraph
Article 5.09(6)	Rates changed as per MOS
Article 5.09(7)	Letters Re: Appropriate time to be held off in advance of RQ training and Payment following RQ training footnoted and appended to end of the Article.
Article 5.10(1)	Letter Re: Other than RQ training/4 hour Safety meetings footnoted and appended to end of Article. Rate table changed
Article 5.11	Training Program Development language changed to reflect changes from MOS
Article 5.12	New Clause added on Expanded Crew Change Locations and Q&A's appended to end of clause as per MOS
End of Article 5	Letter Re: TCS from MOS appended

Article 10.03	Language changed as per MOS
Article 11.01	Passenger rate referenced in first and second paragraph replaced by Freight Rate as per MOS and last line in both paragraphs amended as per the MOS.
Article 11.02	Deleted as per the MOS
Article 11.06	Passenger rates referenced changed to Freight Rates.
Article 11.09	New Clause added as per the MOS
Article 15.01	Letter RE: Off-Mainline/Conductor Only Premium Payment En Route (EC) footnoted and appended to end of Article.
Articles 17.02, 17.03, 17.04, 17.05	Letters Re: Annual vacation allotment and Days work or available appended at end of article. Annual Vacation Matrix added to end of Article.
Article 17.07	Reference to “Local Chairman of the Brotherhood” changed to “Local Chairman of the Union”
Article 18.01, Note	Reference in note to Canadian Railway Office of Arbitration amended to add words “and Dispute Resolution”.
Article 19.01	Amended to reflect changes from MOS
Article 21	Old Article 21 replaced by new Article from MOS, Appendix C.
Article 21.11	Letter Re: VROPE/VROU/VROQUE Compassionate Transfers appended to end of clause 21.11
Letter #8 Closed Period Commitment for Integrated Seniority List, Page 52	<b>Deleted</b> as the integration of seniority for all RTE’s has been accomplished in the MOS.
Article 22	Headings were added to assist in Table of Contents
Article 22.02, Step 3	Reference to Canadian Railway Office of Arbitration amended to add words “and Dispute Resolution.”
Article 22.03, Step 2	Reference to Canadian Railway Office of Arbitration amended to add words “and Dispute Resolution.”
Article 23	Letter Re: Examining witness during an investigation was amended to include language inadvertently left out of the printing from the last agreement.
Article 25.05	New Clause added dealing with Filling of Vacancies – Weekly placement process from MOS
Article 27.13	Reference to Expressway deleted.
End of Article 27	Letter re Rest appended as per MOS
Article 29.04	Reference to CCROU (BLE &UTU) amended to TCRC.
End of Article 29	Letter re Cab Committee from MOS appended.

Article 30.03	Letter Re: Runaround and Runaround at AFHT footnoted and appended to the end of the Article.
Article 30.19 (1) & (2)	Sentence added to end of clause as per MOS and language in (2) amended as per MOS.
Article 30.19 (4)	Reference to CCROU changed to TCRC.
Article 30.19 (7)	New Clause added from MOS.
End of Article 30	Letter Re Runaround from MOS appended.
Article 31.01 (1) & (2)	Amended by MOS.
Article 31.02	Amended by MOS.
Article 31.03	Amended by MOS
Article 31.04	Sub-clauses (3) and (4) added from MOS.
Article 31.05	Amended by MOS
Article 31.06	Reference to CCROU (BLE) changed to TCRC
Article 31.07	Amended with language taken from letters in regard to pension. New language.
Article 33.04	Letter Re: Regulation of Pools footnoted and appended at end of Article.
Article 33.06	Language changed from “Engine Service Brakeman” to “Locomotive Engineer not working as such” as there is no other reference to ESB in the collective agreements with the TCRC and this now aligns language with the Locomotive Engineer East agreement
Article 34.01 (1)	Numbering changed from (i) to (a)
Article 34.01 (2)	Reference to “Brotherhood” changed to “Union”.
Article 34.02	References changed to reflect renumbering.
Article 34.11	Numbering changed from (a) to (1) and formatting changed.
Article 36.01	Reference to Canadian Railway Office of Arbitration amended to include “and Dispute Resolution”.
Article 37.01	Amended to reflect changes from MOS
Article 39.04	Reference to CCORU changed to TCRC.
Article 39.05	Reference to CCROU changed to Union.
Article 39.15	\$.28 per KM changed to \$.30 per KM.
Article 40.01	Amended to reflect changes from MOS.
Article 41	New Article added to agreement from MOS.
End of Article 41	Letters Re: Medically Restricted Locomotive Engineers and Absence from duty due to illness or non-compensable injury moved from end of agreement to end of Article 41.
Union Dues Agreement	Language changed to reflect change in bargaining agent to Teamsters
Letters of November 22, 1985 re medically restricted LE’s and return to work after absence due to illness or non-compensable injury	<b>Moved</b> to end of Article 41.
Letter #5 Gainsharing	<b>Deleted</b> as no longer applicable
Letter #6 Employee Stock Purchase Plan	<b>Deleted</b> as plan for stock purchase in place

Letter #12 Harassment	<i>Deleted</i> as issue was brought up during recent round of negotiations and not acted upon.
Letter #13 Work Rule Forum	<i>Deleted</i> as forum was held and results of forum are letters from March 2003 appended in the agreement.
Letter Re Collective Agreement Consolidation	<i>Added</i> as per MOS
Letter Re Banking of Certain Payments	<i>Added</i> as per MOS.
Letter of March 21, 2003 re Off-Mainline/ Conductor only premium payment en route	Appended to end of Article 15
Letter of March 21, 2003 re Initial time when transported to Away-from-home terminal	Appended to end of Article 3
Letter of March 21, 2003 re run around at away-from-home terminal	Appended to end of Article 30
Letter of March 21, 2003 re appropriate time to be held off in advance of RQ training	Appended to end of Article 5
Letter of March 21, 2003 re payment following RQ training	Appended to end of Article 5
Letter of March 21, 2003 re other than RQ training and 4 hour safety meetings	Appended to the end of Article 5
General	References to CCROU and/or BLE have been changed to reflect TCRC, Teamsters or the Union.
Numbering	Certain Articles have been renumbered to reflect a more consistent use of numbering, i.e. Articles are now numbered as 1.16 (8) (a) (i) consistently throughout the agreement.
Footnotes	Footnotes have been added throughout the agreement when letters, such as those listed above, were inserted into the agreement. The footnotes are placed in the areas where the letters would have application.
Formatting	The formatting of the agreement and the archived document has been changed. MS Word used for the formatting.