

**AGREEMENT 4.16**

**Between**

**CANADIAN NATIONAL RAILWAY COMPANY  
(CN)**

**And**

**TEAMSTERS CANADA RAIL CONFERENCE -  
CONDUCTORS TRAINMEN AND YARDHELPERS  
(TCRC-CTY)**

**Governing**

**Rates of Pay and Working Conditions  
for Train and Yard Service Employees**

**EASTERN LINES**

**Set Forth in Article 46  
Excluding Lines in the United States of America**

**Revised April 2015**

**(version française disponible sur demande)**



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## DEFINITIONS

**A Employee:**

An individual holding seniority rights who is working under this agreement.

**B Road Service Employee:**

An employee covered by this agreement who performs the duties of a Conductor, Assistant Conductor, Conductor Pilot, Brakeman, Baggage man, Flagman and/or Engine Service Employee, and, on Seniority Districts 11 to 15 inclusive employees who perform service in yards other than those listed in paragraph 47.9.

**C Yard Service Employee:**

An employee covered by this agreement who performs the duties of a Yard Foreman, Yard Helper, Car Retarder Operator, Engine Hostler and Motorman/Fireman Helper at Oshawa in the yards listed in paragraph 47.9.

**D Engine Service Employee:**

An employee who has successfully completed the Company's training program for new Locomotive Engineers but who is working under the provisions of this Agreement.

**E Engine Service Trainee:**

An employee in training on the Company's training program for new Locomotive Engineers who has not yet qualified as such.

**F District Assignment:**

An assignment established which is anticipated to be of more than 90 days in duration and which is advertised to the seniority district, including road, yard, joint and/or Conductors/Yard Foremen's spare boards.

**G District Position:**

The position on a district assignment (e.g., Conductor's position; Yard Foreman's position; or a position on a spare board, etc.) to which employees are assigned in seniority order, either by making application to bulletined permanent vacancies or to which assigned on a permanent basis when no applications for bulletined permanent vacancies are received.

**H Permanent Vacancy:**

A vacancy on a district assignment resultant from:

- (a) the establishment of a totally new district assignment; or
- (b) the resignation, retirement, dismissal, discharge, promotion, demotion or death of an employee on a district position; or
- (c) the bulletining of district assignments at a change of time/change of service date; and/or
- (d) an employee bidding from one district position to another district position, on the same or a different district assignment.

The successful applicant to a bulletined permanent vacancy on a district assignment will be considered as being assigned to a district position.

**I Temporary Assignment:**

An assignment established which is anticipated to be of more than seven but less than 90 days in duration, and which is bulletined at the terminal (and stations subsidiary thereto) from which such assignment will operate. Successful applicants to temporary assignment positions (i.e., Conductors, Brakemen, Yard Foremen, etc.) will retain their rights to their district positions on district assignments and may return thereto or otherwise as provided in this agreement upon the completion of temporary assignments or when displaced therefrom.

**J Seasonal Assignment:**

A temporary assignment which may or may not be of less than 90 days in duration which is established to meet seasonal operational requirements, generally on a regular basis from year to year such as ski trains, quarry trains and so on, which will be bulletined to the terminal (and stations subsidiary thereto) from which such assignment operates. Successful applicants to positions on seasonal assignments (i.e., Conductors, Yard Foremen, etc.) will retain their rights to their district positions on district assignments and may return thereto or otherwise as provided by this agreement upon the completion of such seasonal assignments or when displaced therefrom.

**K Temporary Vacancy:**

A vacancy resultant from an employee vacating a district position temporarily on a tour of duty basis; or, by an employee vacating a district position temporarily (the duration of which is known to be seven days or more in Road Service and five working days or more in Yard Service) by applying for and being assigned to a temporary vacancy on another district position.

**L Tour of Duty:**

The time or miles for which compensation is claimed on one time return and does not include claims made for non-productive time claims, special service, penalty time claims or other similar time claims of less than a basic day.

**M Home Terminal:**

The terminal from which an assignment operates or from which an assignment is bulletined to operate.

**N Home Station:**

The terminal where the spare board is maintained and/or from which relief is supplied for employees on assignments.

**O Change of Timetable:**

For the purposes of this Agreement, an event which occurs twice annually, corresponding to the last Sunday in April and the last Sunday in October.

**P Change of Service Date:**

A date provided in this Agreement, concurrent with a change of timetable, upon which employees may transfer between Road and Yard Service and vice-versa.

**Q Subsidiary Station:**

A location that is the home terminal of an assignment but is not the home station for employees who operate or provide relief for such assignments.

**R Protected Freight Employees**

The terms "Protected Freight Employee" is hereby defined as an employee who has a seniority date as a brakeman on or prior to June 29, 1990. A protected freight employee moving from one terminal to another on his or her seniority district shall retain protected freight employee status on such seniority district.

**S Intentionally Left Blank**

**T Road Switchers**

An assignment which may be operated both within an assigned terminal and/or in turnaround service from an assigned terminal within a radius of fifty (50) miles from the point required to report for duty.



**SECTION I**  
**RATES OF PAY**





ARTICLE 1  
Rates of Pay - Road Passenger Service

1.1

CLASSIFICATION	Per Mile cents	Per Day \$	O.T/Hr \$	Guarantee Miles
<b>Effective July 23, 2013</b>				
Conductors	1.2853	192.80	24.10	4,200
Asst. Passenger Conductors	1.1514	172.71	21.59	4,200
Baggage Handlers - Express	1.1187	167.81	20.98	4,200
Baggage Handlers	1.0820	162.30	20.29	4,200
Assistant Conductors	1.0627	159.41	19.93	4,200
<b>Effective July 23, 2014</b>				
Conductors	1.3239	198.58	24.82	4,200
Asst. Passenger Conductors	1.1859	177.89	22.24	4,200
Baggage Handlers - Express	1.1523	172.84	21.61	4,200
Baggage Handlers	1.1145	167.17	20.90	4,200
Assistant Conductors	1.0946	164.19	20.52	4,200
<b>Effective July 23, 2015</b>				
Conductors	1.3636	204.54	25.57	4,200
Asst. Passenger Conductors	1.2215	183.23	22.90	4,200
Baggage Handlers - Express	1.1869	178.03	22.25	4,200
Baggage Handlers	1.1479	172.19	21.52	4,200
Assistant Conductors	1.1275	169.12	21.14	4,200

**NOTE:** Baggage Handlers handling LCL Freight only will be compensated at the rate provided for handling Express on a tour of duty basis and such a differential will not be used to make up monthly guarantees.

(Refer to Addenda Nos. 2 and 61)

1.2 The rates specified in paragraph 1.1 for Assistant Passenger Conductors apply only to employees:

- (a) regularly assigned as such; or
- (b) relieving on such regular assignments on temporary vacancy of seven calendar days or more; except
- (c) employees relieving on a tour of duty basis will be paid conductors rates.

1.3 The rates specified in paragraph 1.1 for Baggage Handlers include the handling of Post Office Mail, except that where the quantity of mail actually handled by Baggage Handlers exceeds 63 different sacks or parcels (one overseas parcel hamper equals three sacks), a differential will be allowed per tour of duty in which so engaged as follows:

EFFECTIVE	Per Mile Cents	Per Day
July 23, 2013	\$0.0379	\$5.69
July 23, 2014	\$0.0391	\$5.86
July 23, 2015	\$0.0403	\$6.04

1.4 Passenger rates of pay and conditions will apply to handling deadhead passenger equipment when passengers are handled during the course of the trip or tour of duty and such is to be paid on a continuous time basis.

ARTICLE 2  
**Rates of Pay - Road Freight Service**

2.1 Mileage and daily rates of pay for conductors, baggage handlers - express and assistant conductors regardless of train length, shall be:

**(a) Through Freight Service**

(1) On trains which, under crew consist rules, may be operated with a conductor only

	July 23, 2013	EFFECTIVE July 23, 2014	July 23,2015
Conductor			
Per Mile ¢	1.8327	1.8877	1.9443
Per Day \$	183.27	188.77	194.43
Asst. Conductor			
Per Mile ¢	1.6146	1.6630	1.7129
Per Day \$	161.46	166.30	171.29

(2) On trains where, under crew consist rules, an assistant conductor is required

	July 23, 2013	EFFECTIVE July 23,2014	July 23,2015
Conductor			
Per Mile ¢	1.8327	1.8877	1.9443
Per Day \$	183.27	188.77	194.43
Asst. Conductor			
Per Mile ¢	1.6949	1.7457	1.7981
Per Day \$	169.49	174.57	179.81

**(b) Work Train Service**

(1) On work trains

	July 23, 2013	EFFECTIVE July 23, 2014	July 23, 2015
Conductor			
Per Mile ¢	1.8327	1.8877	1.9443
Per Day \$	183.27	188.77	194.43
Asst. Conductor			
Per Mile ¢	1.6949	1.7457	1.7981
Per Day \$	169.49	174.57	179.81

(2) Conductor-pilots on self-propelled cranes

	July 23, 2013	EFFECTIVE July 23, 2014	July 23, 2015
Conductor			
Per Mile ¢	2.5413	2.6175	2.6960
Per Day \$	254.13	261.75	269.60

(c) Way Freight / Switcher Service

	July 23, 2013 Per Day	EFFECTIVE July 23, 2014 Per Day	July 23, 2015 Per Day
Conductors	\$191.92	\$197.68	\$203.61
Asst. Conductors	\$176.39	\$181.68	\$187.13
Baggage Handlers Express	\$173.74	\$178.95	\$184.32

(d) Wing, drop nose and/or rotary snow plow or snow spreader service

	July 23, 2013 Per Day	EFFECTIVE July 23, 2014 Per Day	July 23, 2015 Per Day
Conductors	\$191.92	\$197.68	\$203.61
Asst. Conductors	\$176.39	\$181.68	\$187.13

(e) Road Switcher Service and Customer Service Assignment

	July 23, 2013 Per Day	EFFECTIVE July 23, 2014 Per Day	July 23, 2015 Per Day
Conductors	\$290.02	\$298.72	\$307.68
Asst. Conductors	\$267.41	\$275.43	\$283.69

(f) Other unclassified service

	July 23, 2013 Per Day	EFFECTIVE July 23, 2014 Per Day	July 23, 2015 Per Day
Conductors	\$183.27	\$188.77	\$194.43
Asst. Conductors	\$169.49	\$174.57	\$179.81
Baggage Handlers Express	\$167.81	\$172.84	\$178.03

- (g) **Employees regularly assigned to service which consists of a mix of passenger, mixed and/or freight service**

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	<b>Per Day</b>	<b>Per Day</b>	<b>Per Day</b>
Conductors	\$183.27	\$188.77	\$194.43
Asst. Conductors	\$169.49	\$174.57	\$179.81
Baggage	\$167.81	\$172.84	\$178.03
Handlers Express			

**NOTE 1:** Conductors crewing SPRINT trains and trains operating in through freight service on which no Assistant Conductor forms part of the crew consist will be paid the following allowance per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

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

#### **Extended Runs**

When operating in extended run territory in a conductor only operation, the following allowances will be paid per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

<u>Run Length Allowance</u>	
201 - 220 road miles	\$30.00
221 - 240 road miles	\$32.50
241 - 260 road miles	\$35.00
261 - 280 road miles	\$37.50
281 - 300 road miles	\$40.00
301 and over	\$42.50

**NOTE 2:** Except for way freight rates of pay, conditions applicable to through freight service will apply to Switcher service which is defined as service wherein:

- (a) way freight rates normally apply (as provided by Article 15 Conversion Rule); and/or
- (b) where applications for Switcher service are requested by bulletin and where such service operates outside of the 30-mile radius as specified by paragraph 12.2.

#### **Road Switcher Service**

**2.2** Employees operating on a turnaround basis in Road Switcher type service within a radius of 50 miles from the point where they are required to report for duty will be compensated as indicated in paragraph 2.1 (e).

**NOTE:** If, under the provisions of Article 15, employees in through - freight service convert to wayfreight rates of pay while operating for an entire tour of duty within a radius of 50 miles from the point where they are required to report for that tour of duty, they shall be considered as in Road Switcher Service.

### Special Allowance - Engine Service Employees

2.3 In the application of paragraph 2.1, Engine Service Employees who are required to fill a position as Head End Assistant Conductor under the terms of paragraph 66.14 will perform the duties required of them as members of the train crew, will assist the locomotive engineer in engine service duties as required and will be paid a special allowance over the basic daily rate applicable to the assistant conductors' tour of duty in which so engaged of:

	EFFECTIVE		
	July 23, 2013	July 23, 2014	July 23, 2015
	\$6.75	\$6.95	\$7.16

**NOTE:** An Engine Service Employee who is assigned to or notified when called that the tour of duty for which called is in work train, wayfreight or road switcher service will not receive the allowance provided by this paragraph.

### Train Length Allowance

2.4 Conductors and Assistant Conductors 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 starting point and the point of final release:

3,801 to 5,000 feet	-	\$ 3.00
5,001 to 6,000 feet	-	\$ 7.00
6,001 to 7,000 feet	-	\$ 18.00
7,001 to 8,000 feet	-	\$ 26.00
8,001 to 9,000 feet	-	\$ 36.00
9,001 to 10,000 feet	-	\$ 49.00
10,001 to 11,000 feet	-	\$ 63.00
11,001 and over	-	\$ 87.00

### Setting Out and Taking on Cars in a Conductor Only Operation

2.5 When a train, operated with a crew consist of a conductor only in accordance with the rules governing such operation, is required to set out a car or cars (other than a bad order car or cars) or take on a car or cars or perform switching in connection with the setting out or taking on of a car or cars, the time so occupied, at each location, will be paid for on a minute basis (each 4.8 minutes to count as one mile) over and above all other earnings for the trip with a minimum of 12½ miles for the first hour or portion thereof. Time so paid will not be used to make up the basic day nor shall it be used in computing overtime. In calculating the time engaged in performing work, it is understood that the time shall be continuous from the time such work is first started until it is finally completed.

**EXAMPLE 1:** A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out a car or cars at A, a location en route, and to lift a car or cars at B, another location en route. The time occupied at A is 20 minutes for which 12½ miles is paid. The time occupied at B is 45 minutes for which 12½ miles is paid.

**EXAMPLE 2:** A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, is required to set out and/or lift a car or cars at A as a consequence of

which switching is required in order to comply with marshalling instructions. The time occupied at A is 1 hour and 15 minutes for which 15½ miles is paid.

2.6 The provisions of Article 15 do not apply in respect of trains which are operated with a crew consist of one conductor only in accordance with the rules governing such operation nor shall the payments specified in paragraphs 2.5, 2.6 and 2.7 result in duplicate payment such as, for example, where initial or final terminal time is payable.

2.7 Notwithstanding that a train meets the criteria for operation with a crew consist of one conductor only, the allowance set out in this Article shall not be paid when an Assistant Conductor is employed on that train in accordance with the rules governing such operation. However, the provisions of Article 15 will apply in respect of such trains.

#### **Handling Passengers when in Freight Service**

2.8 The incidental handling of passengers by crews ordered for freight service will not change payment from freight to passenger rates.

#### **Handling Passengers on Deadhead Passenger Equipment**

2.9 Freight rates of pay and conditions will apply for freight employees when handling trains consisting solely of deadhead passenger equipment; however, when passengers are handled thereon, passenger rates and conditions will apply to the entire tour of duty where time is computed on a continuous basis.

#### **Baggage Handler's Rate - Mixed Trains**

2.10 Add, per day, to the basic Assistant Conductor's rate for an employee on a mixed train, who handles Post Office Mail as described in paragraph 1.3 of during a tour of duty, the following differential:

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	<b>Per Day</b>	<b>Per Day</b>	<b>Per Day</b>
	\$5.69	\$5.86	\$6.04

#### **Ordered for Switching Service**

2.11 Employees ordered for switching service

- (a) at points where Yard Service Employees are not employed;
- (b) on assignments where yard rates are now in effect;
- (c) to relieve Yard Service Employees or to perform Yard Service Employees' work as defined in Article 41 at points where Yard Service Employees are employed;

will be paid the rates of pay, shift differentials and overtime rates pursuant to Articles 3 and 34.

**Guarantees - Road, Joint and Conductor's Spare Boards**

**2.12**

- (a) An employee on a spare board who is available for duty for two consecutive payroll periods in their entirety commencing with period 01 in each year, will be guaranteed for each such 28 day period. The guarantee will be prorated for each 14-day period:

	<b>July 23, 2013</b>	<b>EFFECTIVE July 23, 2014</b>	<b>July 23, 2015</b>
If on a Conductor's spare board	\$6,128.69	\$6,312.55	\$6,501.93
If on a road or joint spare board	\$5,399.71	\$5,561.70	\$5,728.55

- (b) Such guarantees will be reduced by 1/20th of the applicable amount specified herein, i.e.

	<b>July 23, 2013</b>	<b>EFFECTIVE July 23, 2014</b>	<b>July 23, 2015</b>
If on a Conductor's spare board	\$306.45	\$315.64	\$325.11
If on a road or joint spare board	\$269.97	\$278.07	\$286.41

for each calendar day or portion thereof on which the employee is not available for duty or for each call missed. Employees missing more than 2 calls in the 14 day period will not be entitled to any guarantee. Other conditions which apply to the payment of guarantees for employees assigned to spare boards are as provided by paragraphs 10.12 to 10.14 inclusive.

**2.13** In the application of sub-paragraph 2.12 (b):

- (a) an employee (or employees) standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will be penalized as described by sub-paragraph 2.12 (b).
- (b) in addition to the monetary penalty provided by sub-paragraph 2.12 (b), an employee (or employees) standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss calls for a vacancy (or vacancies) for which called will be held off the board for 12 hours which will commence at the calling time and, at the expiry of 12 hours, will be placed at the bottom of the spare board;
- (c) an employee or employees who are not first-out in the spare board rotation at calling time and who miss calls as a result of the actions of those employees described in sub-paragraph 2.13 (a) hereof will not be penalized as provided by sub-paragraph 2.12 (b) and sub-paragraph 2.13 (b) but will be placed at the bottom of the spare board, as of the calling time and, if more than one employee so misses a call or calls, in the same order in which called.

**Picking Up and Setting Out Diesel Units in Road Service**

- 2.14** Conductors called for road service who assist the Locomotive Engineer to set out or pick up a diesel unit (or units) involving their locomotive consist will be paid an allowance of:



- (a) Picking up one or more than one unit already coupled or setting out one or more than one unit together -

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	\$9.95	\$10.25	\$10.56

- (b) Picking up or setting out more than one unit not already coupled or setting out more than one unit where units must be uncoupled

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	\$16.51	\$17.01	\$17.52

**2.15** The term "unit (or units)" refers to a unit which is coupled in the locomotive consist and is in charge of the Locomotive Engineer who is assisted by the Conductor making a claim under this paragraph.

**2.16** Payments claimed pursuant to this paragraph will not be allowed on shop tracks and/or at other locations where shop staff are on duty and available to perform the work required.

**2.17** In the application of this paragraph, a Conductor who assists a Locomotive Engineer to pick up or set out a diesel unit(s) utilized in yard service, which cannot be multiplied with the road unit(s), and who is required to ensure that such unit(s) is prepared for dead haul or is properly secured when setting out, will be paid the allowance provided herein.

#### **Modified Duties**

**2.18** Payment for Modified duties will be established as follows:

- (a) A period of 30 days immediately prior to the date of injury or illness will be identified. Any days off for miles, annual vacation, authorized leave of absence (including personal leave days) or bona fide illness will be excluded from the sampling period.
- (b) The earnings during the above 30-day period will be identified and will be used in calculating a daily rate.
- (c) To establish a daily rate, the earnings calculated in b) above will be divided by 30 or prorated if reduced by a) above.
- (d) The daily rate will be paid to employees based on a 7 days per week basis.
- (e) Employees on modified duties will protect their work on a 5 days per week basis.

ARTICLE 3  
Rates of Pay - Yard Service

3.1 Classifications:	Rate Per Hour		
	Rate Per Day \$	Straight Time \$	Time and One-Half \$
<b><i>Effective July 23,2013</i></b>			
Yard Operations Employee	290.02	36.25	54.38
Conductors (Yard)	282.07	35.26	52.89
Engine Hostlers	264.42	33.05	49.58
Belt Pack Foreman/Hump Foreman	290.02	36.25	54.38
Belt Pack Helper	267.41	33.43	50.14
Yard Helpers	259.48	32.44	48.65
<b><i>Effective July 23,2014</i></b>			
Yard Operations Employee	298.72	37.34	56.01
Conductors (Yard)	290.53	36.32	54.47
Engine Hostlers	272.35	34.04	51.07
Belt Pack Foreman/Hump Foreman	298.72	37.34	56.01
Belt Pack Helper	275.43	34.43	51.64
Yard Helpers	267.26	33.41	50.11
<b><i>Effective July 23,2015</i></b>			
Yard Operations Employee	307.68	38.46	57.69
Conductors (Yard)	299.25	37.41	56.11
Engine Hostlers	280.52	35.07	52.60
Belt Pack Foreman/Hump Foreman	307.68	38.46	57.69
Belt Pack Helper	283.69	35.46	53.19
Yard Helpers	275.28	34.41	51.62

**Shift Differentials**

**3.2** Employees in Yard and/or Road Switcher service and CSA Service who commence a shift between 1400 hours and 2159 hours (excluding arbitrary payments) shall receive a shift differential of 75 cents per hour, and employees in Yard and/or Road Switcher service and CSA Service who commence a shift between 2200 hours and 0559 hours (excluding arbitrary payments) shall receive a shift differential of 80 cents per hour. Effective January 1, 2005, employees who commence a shift between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1.00) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

**Guarantees - Yard Service**

**3.3** Regularly assigned employees will be paid not less than 5 days in any one work week exclusive of overtime, subject to the provisions of Article 36.

**3.4**

**(a)** An employee on a spare board who is available for duty for two consecutive payroll periods in their entirety, commencing with period 01 in each year, will be guaranteed for each such 28-day period. The guarantee will be prorated for each 14-day period.

	<b>July 23, 2013</b>	<b>EFFECTIVE July 23, 2014</b>	<b>July 23, 2015</b>
If on a Conductor (yard spare board)	\$4,691.75	\$4,832.50	\$4,977.48
If on a yard helpers spare board	\$4,275.10	\$4,403.35	\$4,535.45

(b) such guarantees will be reduced by:

	<b>July 23, 2013</b>	<b>EFFECTIVE July 23, 2014</b>	<b>July 23, 2015</b>
If on a Conductor (yard spare board)	\$254.13	\$261.75	\$269.60
If on a yard helpers spare board	\$231.55	\$238.50	\$245.66

for each calendar day or portion thereof on which the employee is not available for duty or for each call missed.

**3.5** In the application of sub-paragraph 3.4 (b):

- (a) an employee (or employees) standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will be penalized as described by sub-paragraph 3.4 (b).
- (b) in addition to the monetary penalty provided by sub-paragraph 3.4 (b), an employee (or employees) standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss calls for a vacancy (or vacancies) for which called will be held off the board for 12 hours which will commence at the calling time and, at the expiry of 12 hours, will be placed at the bottom of the spare board;
- (c) an employee or employees who are not first-out in the spare board rotation at calling time and who miss calls as a result of the actions of those employees described in sub-paragraph 3.5 (a) hereof will not be penalized as provided by sub-paragraph 3.4 (b) and sub-paragraph 3.5 (b) but will be placed at the bottom of the spare board, as of the calling time and, if more than one employee so misses a call or calls, in the same order in which called.

ARTICLE 4  
Rates of Pay - Training Programs

4.1 During the time employees are assigned to a company training program, they will be paid therefore at an all inclusive rate per 40-hour week, or the daily, or calendar week rate, as shown in the following table:

Type of Course	July 23, 2013	July 23, 2014	July 23, 2015
(a) Refresher Training for Passenger Conductor (40- hour week)	\$1,270.90	\$1,309.03	\$1,348.30
(b) Promotion to Conductor or Conductor(Yard) (40-hour week)	\$1,157.67	\$1,192.40	\$1,228.17
(c) Promotion to Traffic Coordinator (daily rate)	\$254.13	\$261.75	\$269.60
(d) Engine Hostler Training (daily rate)	\$231.55	\$238.50	\$245.66

**Trainer Allowance**

4.2 A conductor/yard conductor who, during a tour of duty, is required to assist in the training of employees as conductor and yard conductor pursuant to this Agreement shall be paid the following amount in addition to their other earnings for such tour of duty:

	July 23, 2013	EFFECTIVE July 23, 2014	July 23, 2015
Conductors, Conductors (yard) non extended run operation	\$40.31	\$41.52	\$42.77
Conductors in extended run territory	\$54.57	\$56.21	\$57.90

Those employees listed hereunder who provide on-the-job training for the classifications of trainees shown will be compensated for each tour of duty so occupied at a rate of:

Trainers	Trainees
(a) Conductors	- Conductors in training - New Road/Yard Service Employees on trial trips
(b) Conductors (Yard)	- Yard Foremen in training - New Road/Yard Service Employees on trial trips
(c) Car Retarder Operator	- New Car Retarder Operator in training
(d) Engine Hostlers	- New Engine Hostlers in training

**NOTE 1:** The training referred to in this paragraph that is provided may consist of such activities as giving advice, counsel and supervision as required to ensure a safe and efficient operation and/or

assisting the trainee in improving skill and competence and/or the completion of progress reports, as necessary.

**NOTE 2:** Conductors and Conductors (Yard) will not be required to provide on the job training to more than one employee or more than one trainee at a time.

ARTICLE 5  
**Use of Private Automobile**

**5.1** As provided by paragraphs 17.4 and 38.6, employees will be compensated for using their private automobile at a rate of 30 cents per kilometer.

**SECTION II**  
**ROAD SERVICE**



ARTICLE 6  
Basic Day

6.1 The following shall constitute the basic day:

- (a) in passenger service, one hundred and fifty (150) miles or less (straight-away or turnaround); and
- (b) in freight service, 100 miles or less, 8 hours or less (straight-away or turnaround).

6.2 Miles earned in excess of the basic day shall be paid for at the applicable rates provided for the class of service in which engaged (Articles 1 and 2, Rates of Pay, Road Service).

6.3 In all classes of service, time for employees will commence at the time they are required to report for duty and shall continue until completion of such tour of duty. Management will designate the time for reporting for duty.

6.4 Employees in unassigned freight service may be called to make short trips or for turnaround service (with the understanding that one or more turnaround trips may be started out of the same terminal) and paid actual miles, with a minimum of 100 miles for a day, provided:

- (a) that the cumulative road mileage of all trips does not exceed 120 miles,
- (b) that the distance run from the terminal to the turning point does not exceed 30 miles, and
- (c) that employees will not be required to commence a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours except as a new tour of duty, subject to Article 30 and at their own option. If employees subsequently accept a call and elect to leave the terminal on a succeeding trip in accordance with the foregoing, they must accept all the conditions attached to such new tour of duty, including the time-on-duty requirement of 11 hours before rest can be taken.

**NOTE:** The provisions of this paragraph 6.4 will not prevent the operation of regular assignments in short turnaround freight service subject to an appeal by the Union under Article 84.

6.5 Employees will be notified, when called (as provided by Article 61), whether the tour of duty for which they are being called is in straight-away or turnaround service and they will be compensated according to such notification. Such notification will include the point for which called and will only be altered where necessitated by circumstances unforeseen at the time of call, such as accident, engine failure, snow blockade or other like emergency.

**NOTE:** The requirement for inclusion of the point for which called as provided by paragraph 6.5 will not apply to the following:

- (a) regular assignments;
- (b) when regular train numbers are given;
- (c) when called for a regular subdivisional run;
- (d) when called for work train service; unless necessitated by circumstances which could not be foreseen at the time calls are made, such as accident, engine failure, washout, snow blockade or other such like emergency.



**6.6** Employees in freight service will be called for straight-away service where the distance from the initial terminal to the turn-around point is 100 miles or greater.

**6.7** Paragraphs 6.5 and 6.6 do not apply to work train service as described in Article 14. [Examples: Sperry cars; inspection cars; weeding machines and similar equipment (when used in service during trip or day's work); wreck or construction service.]

## ARTICLE 7 Terminal Time

### Passenger Service

**7.1** Initial terminal time will be paid on the minute basis (each 3 minutes to count as one mile) computed from the time the crew is required to report for duty as a unit until the time their train departs. Time so paid may be used to make up the basic day and the monthly guarantee.

**7.2** Paragraph 7.1 does not apply to short turnaround passenger service on which overtime as provided by paragraph 8.1, will be computed from the time the crew is required to report for duty as a unit.

**7.3** Final terminal time will be paid on the minute basis (each 3 minutes to count as 1 mile) computed from the time train reaches terminal station until the time the crew is released from working as a unit. Time so paid may be used to make up the monthly guarantee.

**7.4** Paragraph 7.3 does not apply to short turnaround passenger service, on which overtime is computed under paragraph 8.1, as time for computing overtime will extend to the time crew is released from duty as a unit.

**7.5** Employees required to report for duty, prior to the starting time of the crew as a unit or required to remain on duty after the crew as a unit has been released from duty to perform special service (such as accompanying equipment between station and coach yard or roundhouse or Baggage Handlers required to remain on duty to handle baggage, mail or express), will be paid for such excess time so occupied on the minute basis (each 3 minutes to count as 1 mile) and such time will not be included in computing overtime nor will it be used to make up the basic day or monthly guarantee. The provisions of this paragraph will apply to such service performed between regular trips by employees paid on a continuous time basis.

(Refer to Addenda No. 36)

**7.6** When time is paid under this Paragraph, miles run in the terminal will not be allowed when computing mileage of the trip.

### Freight Service

**7.7** Initial terminal time will be paid for on the minute basis at the straight-time rate (each 4.8 minutes to count as 1 mile), computed from the time required to report for duty until the engine passes outer switch (i.e., main track switch connecting with the yard track) of the yard in which the train originated with the following exceptions:

- (a) at terminals where there are a series of yards such as Halifax, Montreal and Toronto, when trains pick up or set out a car or cars or perform switching in a yard in the terminal after leaving the yard in which the train originated, the initial terminal time will cease at the time the engine passes the outer switch of the last yard in the terminal. The yard from which engine and caboose departs will be considered the yard in which the train originates except where a lap-back movement is involved (such as engine and caboose going from Turcot to

pick up a train at Southwark and returning through Turcot to Belleville), in which event terminal time would cease at the departure from the outer switch at Southwark, provided that no cars were subsequently picked up in another yard before leaving the terminal;

and

- (b) when trains (such as express or mixed trains) originate at the passenger station and no car is picked up or set out in a yard at the terminal after leaving the passenger station, initial terminal time will cease from time of departure of train from passenger station;
- (c) in cabooseless operations, when an incoming crew is performing a pull-by inspection and the locomotive has passed the designated point or outer main track switch, with part of the train remaining in the terminal, such inspection may require the train to back into the terminal to set off a bad order or if found malfunctioning, replace a TIBS unit. In such circumstances, the outgoing crew will remain on initial terminal time until the train actually commences its departure movement;
- (d) time so paid will be deducted in computing overtime under paragraph 8.4, and may be used to make up the basic day.

**7.8** Final terminal time will be paid for on the minute basis at the straight-time rate (each 4.8 minutes to count as 1 mile) computed from the time engine reaches designated main track switch connecting with the yard track, provided however, that for:

- (a) employees on overtime on arrival at the point where final terminal time begins, final terminal time will be paid until crew is released from duty as a unit at a rate per hour of 3/16ths of the daily rate applicable to the class of service performed on arrival, and;
- (b) employees not on overtime on arrival at the point where final terminal time begins but for whom an overtime period commences before the crew is released from duty as a unit, final terminal delay accruing up to the time when overtime period commences will be paid at a rate per hour of 1/8th of the daily rate applicable to the class of service performed on arrival and time thereafter, until released from duty as a unit will be paid at a rate per hour of 3/16ths of such daily rate. In computing overtime under this sub-paragraph (b), the overtime period will commence when the time on duty (computed from the time initial terminal time ceases as provided by paragraph 7.7) exceeds the miles run divided by 12-1/2.

**7.9** Should a train be delayed at the signal controlling movement into a yard or terminal, yard limit board or behind another train similarly delayed, final terminal time shall be computed from the time the engine reaches that point of delay until time conductor registers off duty. However, should the crew be held on duty thereafter to perform service in connection with their own train or terminal switching (full crew will be used) the terminal time will be extended to include the time so occupied, provided that:

- (a) at terminals where there are a series of yards, such as Halifax, Montreal, and Toronto, when a car or cars are picked up or set out or switching is performed in yards prior to reaching the yard to which train is destined, final terminal time will be computed from the time the engine reaches the designated main track switch connecting with the yard track of the first yard in the terminal; and
- (b) at terminals where there are a series of yards, such as Halifax, Montreal and Toronto, when a train is ordered to go beyond the yard in which the train is usually yarded, the terminal time will be computed from the time the train reaches the designated main track switch connecting with the yard track of the yard in which the train is usually yarded, unless the crew has been advised prior to arriving and within 25 miles of the terminal that the yard of destination has

been changed. The yard where the caboose is set out will be considered the yard to which the train is destined, except where there is a lap-back movement involved (such as a train from Belleville destined to Southwark setting out cars at Southwark and returning with engine and caboose to Turcot in which case, final terminal time will commence from the time of reaching the outer switch at Southwark); and

- (c) when the passenger station is the destination of the train and no car is picked up or set out in the yard at the final terminal before arriving at the passenger station, final terminal time will be computed from the time of arrival at passenger station;
- (d) in the application of the provisions of Article 41, when employees in road service are instructed to yard their train in a particular track at a terminal and such track will not hold the entire train, they will double over surplus cars or a designated cut of cars to another yard track. In cases of yard congestion where there is insufficient room to double over all cars to one track it will be necessary to double over to more than, in the manner described above, to effectively yard the train. Employees (including those working in a conductor only operation) required to double over designated cuts of cars will be paid 12½ miles in addition to all other earnings for the tour of duty.
- (e) Upon arrival at the objective terminal, road crews may be required to set off 2 blocks of cars into 2 designated tracks.

**NOTE:** Trains specifically identified in accordance with Addendum No. 101 will be required to perform additional duties in accordance with the process outlined in that Addendum.

**NOTE:** Except as provided in sub-paragraph 7.9 (d), employees will not be required to marshall trains upon arrival at terminals (e.g.: setting over 10 cars for one destination to one track, and 10 cars for another destination to another track).

(Refer to Addendum No. 59)

**7.10** When initial and final terminal time are payable under this Paragraph, the trip mileage will be computed from the point where initial terminal time ceases to the point where final terminal time begins and will include all miles run between such points.

**7.11** When initial and final terminal time are not payable under this Paragraph, the trip mileage will include the miles run in the initial and/or final terminal.

**7.12** Employees ordered for train service required to perform 5 or more hours switching at initial or final terminals where Yard Service Employees are not employed will be paid for time so occupied at yard rates and if the time occupied exceeds 8 hours, yard overtime conditions will apply. The time so paid will be deducted in computing overtime and, at the initial terminal, may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as 1 mile). Time so occupied will be computed from the time switching service commences until the train is made up and the engine is placed on the train.

### **Special Service**

**7.13** Employees, including those in Road Switcher Service, who report for duty prior to, or remain on duty after, the crew as a unit has gone on/off duty to perform special service, such as:

- (a) where the crew is required to come on duty sooner than normally required to move cars from storage tracks to the station and heat the cars for some time before the train departs;
- (b) where one member of the crew is required to accompany a motor car or locomotive between a station, coach yard or yard, and the shoptrack;

(c) switching incidental to their own train, trip or regular assignment;

will be compensated for such service on the minute basis (each 4.8 minutes to count as one mile) and such time will not be used to make up the basic day. The provisions of paragraph 7.8 will also apply to employees covered by the provisions of this paragraph.

**NOTE:** In the application of paragraph 7.8, employees required to perform special service will be allowed overtime for such service when the time on duty (computed from the time initial terminal time ceases as provided by paragraph 7.7) for such individuals exceeds the miles run divided by 12-1/2.

(Refer to Addendum No. 31)

## ARTICLE 8 Overtime

### Passenger Service

8.1 Overtime in passenger service shall be paid for on a minute basis at a rate per hour as provided in paragraph 1.1. (Examples of situations wherein overtime accrues can be found in Addendum No. 2.)

### Short Turnaround — Passenger Service

8.2 Employees on short turnaround passenger runs, no single trip of which exceeds 80 miles (including suburban and branch line service), shall be paid overtime for all time actually on duty or held for duty in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 9 consecutive hours; and also for all time in excess of 9 consecutive hours computed continuously from the time first required to report for duty until released at the end of the last run. Time shall be continuous in all cases where the interval of release from duty at any point does not exceed one hour. This paragraph applies regardless of mileage made; for calculating overtime under this paragraph, the initial trip shall be designated by the Company.

### Other Passenger Service

8.3 In other passenger service:

- (a) employees on passenger runs (other than short turnaround passenger service) shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time of departure from initial passenger station to time of arrival at final passenger station; and
- (b) overtime shall be computed on the basis of actual time worked or held for duty except that, when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of 7 hours and 30 minutes from time of first reporting for duty.

### Freight Service

8.4 On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on the minute basis, at a rate per hour of 3/16ths of the daily rate.

## **Deadheading — Passenger and Freight Service**

**8.5** Overtime will be allowed for deadheading in accordance with provisions of this Paragraph, except that overtime earned when deadheading on freight trains will be paid at the straight-time rate.

### **ARTICLE 9 Extra Service**

#### **Passenger Service**

**9.1** Employees in passenger service will not be compelled to perform extra service outside of their regular assignment, where unassigned employees are available, except to make up monthly guarantee, nor where unassigned employees are not available if such extra service would prevent them performing their regular assignment or prevent them from obtaining proper rest, provided unassigned trainmen could be moved to the point required.

**9.2** The Company may select employees from the promotion district over which a train is to be manned handling Royalty, Governor General, representatives of the British Commonwealth of Nations, and representatives of foreign governments:

- (a) when regularly assigned passenger crews are used for this purpose they will be replaced by chain gang crews if available;
- (b) if the Baggage Handler with a regular passenger crew so used is not required on such special train he will remain on his regular assignment.

**9.3** Except as otherwise provided in Paragraph 49, an employee used on other than his regular assigned run, will be paid at the schedule rate and under the conditions applicable to the service performed, but if as a result of performing such service he is prevented from following his regular assigned run, he shall be paid for such service not less than he would have received had he remained on his regular assigned run.

**9.4** Employees called for extra service, not including special service such as:

- (a) where the crew is required to come on duty earlier to move cars from the storage track to the station and heat the cars for some time before the train departs;
- (b) where one member of the crew is required to accompany a motor car or locomotive between the station and coach yard or roundhouse; or
- (c) switching incidental to their trip or regular assignment;

before commencing, or after completion of their trip on regular assignment will be paid for such extra service not less than a minimum day at the schedule rate and under the conditions applicable to service performed.

**9.5** Employees called upon to do extra service between regular laid out day's trips, or out of turning point on trips paid on a continuous time basis, will be paid for such extra service not less than a minimum day at the schedule rate and under the conditions applicable to service performed; the time so occupied will be deducted in computing overtime.

**9.6** The foregoing basis for extra service will not apply where extra service is required to make up monthly guarantee, in which case the provisions of Article 10 will apply.

## **Freight Service**

9.7 Employees in freight service will not be compelled to perform extra service outside of their regular assignment, where unassigned employees are available, except to make up monthly guarantee.

9.8 Except as otherwise provided in Article 49, an employee used on other than his regular assigned run, will be paid at the rate and under conditions applicable to the service performed, but if as a result of performing such service he is prevented from following his regular assigned run he shall be paid for such service not less than he would have received had he remained on his regular assigned run.

9.9 Employees called for extra service (not including special service or switching required in connection with their own train or regular assignment) before commencing or after completion of their trip on regular assignment will be paid for such extra service not less than a minimum day at the rate of pay and under the conditions applicable to service performed.

9.10 Employees called upon to do extra service between regular laid out day's trips, or out of turning point on trips paid on a continuous time basis, will be paid for such extra service as follows:

### **Passenger Service:**

(a) Not less than a minimum day.

### **Freight Service:**

- (b) For less than 1 hour's service, 1 hour or 12-1/2 miles, unless mileage actually run is greater, in which event actual mileage will be allowed;
- (c) For 1 hour and less than 2 hours' service, 2 hours or 25 miles, unless mileage actually run is greater, in which event actual mileage will be allowed;
- (d) For 2 hours and less than 3 hours' service, 3 hours or 37-1/2 miles, unless mileage actually run is greater, in which event actual mileage will be allowed;
- (e) For 3 hours and less than 4 hours' service, 4 hours or 50 miles, unless mileage actually run is greater, in which event actual mileage will be allowed;
- (f) For 4 or more hours' service not less than a minimum day;
- (g) Time occupied in performing service payable under this paragraph will be deducted in computing overtime. Payments made under this paragraph will not be used to make up the basic day.

## **ARTICLE 10 Guarantees**

10.1 In the application of this Article, the guarantee period will consist of two consecutive payroll periods of 28 days, commencing with period 01 in each year.

10.2 Regularly assigned employees who work on an assignment liable to receive a guarantee will be credited, at straight-time rates, with the mileage specified by paragraph 10.3 for the class of service in which engaged for each working day during the portion of the guarantee period so assigned. Guarantees payable under sub-paragraphs 10.3 (a) and (c), are predicated on both being available for

service and being entitled to an assignment liable for a guarantee during the entire guarantee period or for the portion thereof for which such assignment is in effect.

**10.3** The following guarantees shall apply to employees regularly assigned to and available for service for the entire 28-day guarantee period:

<b>Type of Service</b>	<b>Guarantee \$, Miles or Hours</b>
(a) Passenger	4200 miles
(b) Through freight service	
<b>(1) Conductors</b>	
Effective July 23, 2013	\$6,580.90
Effective July 23, 2014	\$6,778.33
Effective July 23, 2015	\$6,981.68
<b>(2) Assistant Conductor</b>	
Effective July 23, 2013	\$5,821.59
Effective July 23, 2014	\$5,996.24
Effective July 23, 2005	\$6,176.13
(c) Mixed or combination(passenger/freight) service	2800 miles
(d) Wayfreight, work and construction service	100 miles or 8 hours per calendar working day including general holidays
(e) Road switcher service	2400 miles
(f) Other freight service	2800 miles

**NOTE 1:** Employees will have any mileage based guarantee to which entitled calculated at the basic rate of the classification to which assigned.

**NOTE 2:** Any guarantee expressed in a monetary figure will be reduced by 1/20th of the amount, i.e.

		<b>EFFECTIVE</b>		
		<b>July 23, 2013</b>	<b>July 23, 20014</b>	<b>July 23, 2015</b>
(a)	Conductors in through freight service	\$329.04	\$338.91	\$349.08
(b)	Assistant Conductors in through freight service	\$291.08	\$299.81	\$308.80

for each calendar day or portion thereof on which the employee is not available for duty.

**Passenger Service**

**10.4** Extra service may be required to make up guarantees and may be made between regular trips, on lay-off days or before commencing or after completion of a tour of duty on the regular assignment. Extra service made between trips will be paid for on the basis of miles or hours, whichever is greater, with a minimum of one hour. Extra service in addition to a tour of duty on the regular assignment will be compensated for as a new day. This basis of pay for extra service as described

herein applies only towards making up guarantees; thereafter compensation for extra service will be as provided in Article 9.

**10.5** Employees regularly assigned in passenger service who earn less than their guarantee may be used to perform work regularly performed by other employees similarly assigned and not available, until such guarantee is absorbed.

**10.6** Payments accruing under paragraphs 7.1 and 7.3; Paragraphs 8, 17 and 70 may be used to the extent necessary to make up guarantees, but payments under paragraph 7.5, and paragraphs 61.2 to 61.6 inclusive may not be so used. Extra service (as prescribed by Article 9) to make up guarantees relates solely to passenger service.

**10.7** When regular passenger employees are absent, the employees filling the vacancy so created will be compensated for the portion of the guarantee the regular employee would have received and the amount so paid will be deducted from the amount the regular employee receives. The total amount of compensation accruing shall not exceed the period guarantee for the position so governed.

#### **Passenger Service — Reduced Crew Operations**

**10.8** The following guarantee shall apply at terminals where passenger crews are operated with a reduced consist under the provisions of Article 11:

- (a) a protected assistant conductor (Passenger) on a spare board from which relief for passenger train service is drawn who is unable to hold a position in a crew regularly assigned or regularly set up in road or yard service at such terminal as a consequence of the discontinuance of positions under the terms of paragraphs 11.1 to 11.19, shall (provided he is available for service) be guaranteed the equivalent of 2585 miles per guarantee period at the assistant conductor's through freight rate. In the event of a protected assistant conductor's (Passenger) on a spare board who is entitled to the guarantee under the provisions of this paragraph is assigned to a spare board for only a portion of a guarantee period, such employee will be paid his full proportion of the guarantee, pro-rated in accordance with the guarantee period. An employee who books in excess of 14 hours' rest upon completion of a tour of duty shall be considered unavailable under this paragraph because of such rest period;
- (b) if a crew or crews are operated with a reduced consist for only a portion of the guarantee period, the guarantee shall apply for the portion of the guarantee period such crews were operated with a reduced consist;
- (c) the guarantee provided herein shall be reduced by the equivalent of 100 miles at the through freight rate of pay for each call missed by a protected assistant conductor (Passenger) who is on the spare board.

**NOTE:** In the application of paragraph 10.8, a "protected assistant conductor (Passenger)" is defined as an employee whose seniority date is on or before December 31, 1968.

#### **Freight Service**

**10.9** Except as otherwise provided in sub-paragraphs 12.1 (b) and (c), crews may also be used in any other service to complete the guarantee when such will not interfere with the performance of regular assignments. Such service shall be paid for at the applicable rates unless earnings from such rates would be less per day than would have been earned on the regular assignment. Employees assigned to mixed train service will not be run off the territory covered by the regular assignment for the purpose of making up periodic guarantees.



## **General Passenger and Freight Provisions**

**10.10** Qualified conductors, not working as such, who are assigned to positions which are governed by a guarantee, will not have their entitlement to their proportion of guarantees payable to their assignment reduced by virtue of their being temporarily utilized as a conductor.

**10.11** Employees assigned to a position in road service which are governed by guarantees who are displaced therefrom and who displace onto another assignment which is also covered by guarantee provisions will not have their entitlement to their proportion of the guarantee payable to the assignment on which they displace reduced provided:

- (a) employees must displace onto such other regular assignment within 12 hours from the time notified of their displacement; and
- (b) the total guarantee payable on the other assignment is not increased beyond the amount which would normally be paid.

## **Road, Joint and Conductors' Spare Boards**

**10.12** In the application of this paragraph and subject to the provisions of Article 2:

- (a) an employee on a spare board who stands first-out and misses more than 4 two-hour calls in a guarantee period will not be entitled to any guarantee under this paragraph and paragraph 2.9 unless such calls were missed for reasons satisfactory to the proper officer of the Company;
- (b) an employee on a spare board may book rest in excess of 14 hours in accordance with Article 51. However, if such an employee's turn on the spare board stands first-out on or after the expiry of 14 hours, and another employee whose turn follows is called and reports for duty after 16 hours, (all from the time that rest booked becomes effective), such employee who booked more than 14 hours rest will have his/her guarantee reduced in accordance with the provisions of sub-paragraph 10.12 (a) hereof and paragraph 2.9;
- (c) employees entitled to the guarantee under the provisions of this paragraph and paragraph 2.9 who are assigned to the spare board for only a portion of a guarantee period will be paid their full proportion of the guarantee pro-rated according to the number of days the employee was on the spare board as related to the number of days in the guarantee period.

(Refer to Addendum No. 26)

**10.13** In the calculation of guarantee payments provided under the provisions of this Article and Article 2, all compensation paid to an employee under this Agreement and Agreement 4.2 as well as compensation paid as locomotive engineer during the guarantee period or portion thereof that the employee is assigned to a spare board will be used to offset any such guarantee payments. Compensation earned outside the period of time the employee is assigned to the spare board will not be used to offset the guarantee payments.

## **General**

**10.14** In the application of this article:

- (a) The guarantee mileage or monetary figures indicated will not be construed as the maximum mileage or earnings which employees will be permitted to make. It is acknowledged that assignments, pools and spare boards are, generally, regulated, in consultation with the Local Chairperson, in a manner that tends to allow for mileage and/or earnings closer to the maximum permissible rather than the minimum permissible and that, where practicable, this manner of regulation shall be maintained. However, it is recognized by all concerned that

certain assignments cannot practicably be maintained at mileage or earnings above the guarantee level; such cases should be limited to situations where the operation or the terms of the collective agreement make it impracticable to avoid.

- (b) except as provided by Article 49 earnings made by an employee when used off his/her regular assignment due to a shortage of employees will not be used to make up such an employee's guarantee. It is understood however, when employees are so required due to a shortage, they must accept such service. (Refer to Addendum No. 57)

**ARTICLE 11  
Consist of Crews**

**Passenger Service**

11.1 In accordance with the provisions of Addendum No. 63 of this Agreement, crew consists in passenger service shall be as follows:

	<b>Train Consist</b>		<b>Crew Consist</b>
(a)	one Rail Diesel (Budd) car	-	one Conductor;
(b)	two or less working coaches (vestibule between coaches; maximum five cars overall and checked baggage handled en route)	-	one Conductor - one combination Assistant Conductor/ Baggage Handler;
(c)	four or less working coaches	-	one Conductor - one Asst. Conductor
(d)	three or four working coaches one (or more) working baggage car	-	one Conductor - one Baggage Handler - one Asst. Conductor
(e)	five (or more) working coaches	-	one Conductor - one Asst Passenger Conductor - one Asst Conductor
	five (or more) working coaches; one (or more) working baggage car	-	one Conductor - one Baggage Handler - one Asst Passenger Conductor - one Asst Conductor

**NOTE:** In the application of this paragraph:

- (a) a working coach is defined as an in-service passenger car which comes under the responsibility of the conductor for the collection of transportation, limited to the following passenger cars or to other passenger equipment which is designated or placed in service on a tour of duty basis, to perform the function of:
  - (i) day coaches;
  - (ii) day-nighters;
  - (iii) cafe-coach lounge cars; and/or
  - (iv) snack coaches;

- (b) a working baggage car is defined as in-service passenger equipment utilized for the purpose of handling checked baggage, royal mail, LCL freight or express wherein such items may be designated to be loaded or unloaded by baggage handlers;
- (c) Assistant Passenger Conductors will work under the direction of conductors to help with the collection of transportation;
- (d) when required, baggage handlers will operate and cycle independently from the balance of the members of the crew on the train for which called; and
- (e) excepting sub-paragraphs (a) and (b) inclusive, there shall be no maximum train consist.

11.2 When, on a tour of duty basis, a passenger train with a consist as described by sub-paragraphs (c) to (f) inclusive, stops en route to add working coach(es) or working baggage car(s) to its consist, thereby increasing the train consist to the level described by sub-paragraphs 11.1 (e) or (f), the additional employee required thereby will be taken from the initial terminal.

11.3 When an Assistant Passenger Conductor is required on a tour of duty basis:

- (a) for a train operating reduced, a spare employee will be called from the list of qualified Train Service Employees designated as a relief source for passenger service or from the spare board; and
- (b) for a train not operating reduced, the senior qualified Assistant Conductor on the crew for the train on which such a position is required will be used. No replacement will be called for the employee so used as an Assistant Passenger Conductor.

(Refer to Addenda Nos. 13, 14 and 63)

### Freight Service

11.4 Except as otherwise provided herein, all freight, work and mixed trains will have a conductor and one assistant conductor. On mixed trains, the assistant conductor may be used to handle baggage, mail and/or express.

**NOTE:** Where presently used in Agreement 4.16, the term "reduced freight crew consist" shall hereafter refer to a crew consist of one conductor and one assistant conductor.

### Reduced Freight Crews

11.5 **(This Paragraph 11.5 is only applicable to the 17th Seniority District).** Notwithstanding the provisions of paragraph 11.4, SPRINT trains will be operated with a conductor but without an assistant conductor.

**NOTE:** SPRINT trains are defined as cabooseless trains which do not exceed 3000 feet in length, excluding motive power, dedicated to the expedited movement, between two locations in a through freight operation, of specific traffic segments handled in a new service or acquired as new business. The operating conditions set out in paragraph 11.7 will also apply in respect of SPRINT trains.

11.6 **(This Paragraph 11.6 is only applicable to the First Seniority District).** Notwithstanding the provisions of paragraph 11.4, through freight trains dedicated to the expedited movement of specific traffic segments handled in a new service or acquired as new business will be operated with a conductor but without an assistant conductor provided that such trains do not exceed 5,000 feet in length (excluding motive power). The operating conditions set out in sub-paragraphs 11.7 (a) to (e), inclusive, shall apply to the operation of such trains.

**11.7** Notwithstanding the provisions of paragraph 11.4, trains operating in through freight service may be operated with a conductor but without an assistant conductor provided that:

- (a) Such trains are operated without a caboose;
- (b) At the initial terminal, doubling is limited to that necessary to assemble the train for departure account yard tracks being of insufficient length to hold the fully assembled train;
- (c) At the final terminal, doubling is limited to that necessary to yard the train upon arrival account yard tracks being of insufficient length to hold the train;
- (d) Notwithstanding the provisions of Article 41, such trains are not required to perform switching in connection with their own train at the initial or final terminal; if switching in connection with their own train is required at the initial or final terminal to meet the requirements of the service, (except to set off a bad order car or cars or lift a bad order car or cars after being repaired), the conductor will be entitled to a payment of 12½ miles in addition to all other earnings for the tour of duty.
- (e) Such trains are designed to make no more than three stops en route (i.e., between the initial and final terminals) for the purpose of taking on and/or setting out a car or group of cars together;

**NOTE: (This NOTE: is only applicable to the First Seniority District).** For the purposes of clarity, the taking on or setting out of cars at a yard (other than the yard in which the train originates or terminates) at terminals where there are a series of yards (such as Halifax and Montreal) will not count as a stop in the application of sub-paragraph 11.7 (e). However, the payment set out in paragraph 2.5 will be payable when cars are taken on or set out at such yards in a conductor-only operation.

- (f) Such trains are not required to perform switching en route (i.e., between the initial and final terminal) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions governing the marshalling of trains;

**11.8** Where working cabooses are used on trains, the crew consist will, in accordance with paragraph 11.4 hereof, be comprised of one conductor and one assistant conductor and the following shall apply:

- (a) manual flagging to the rear is not required;

**NOTE:** This sub-paragraph (a) does not relieve employees from the requirements of Rule 102 of the Canadian Rail Operating Rules.

- (b) Trains shall be supplied with radios that provide end-to-end communication so that there will be instantaneous communication available between the conductor of the train in or out of the caboose and the locomotive engineer. Radios must be available and working on both the head-end and tail-end of the train. In addition to a radio with a dispatcher "tone call" capability in the caboose, a portable radio to be used as back-up will be supplied for the conductor for use when away from the caboose. A portable radio to be used by the assistant conductor will also be supplied.
- (c) The caboose shall be a steel caboose equipped with cushioned drawbar, safety glass in all windows and seat belts.

- (d) No train operated with a caboose will be put in motion at any time except on receipt by the locomotive engineer of a clear direction to do so from the conductor of such train.

**11.9 (This Paragraph 11.9 is only applicable to Atlantic Canada - Joffre East )**

All assignments will have two (2) employees; a locomotive engineer and a conductor. Additional employees will be assigned as may be required by the Company. This does not prevent employees from being cycled independently on certain assignments.

**ARTICLE 12  
Road Switcher Service**

**12.1** Employees operating in Road Switcher Service will be paid in accordance with Article 2.2 of Agreement 4.16 and will be governed in accordance with the provisions as contained herein.

**12.2** Employees operating in Road Switcher Service shall not be tied-up en-route by the Company.

**12.3** Employees operating in Road Switcher Service shall not run into other terminals or do work on territory under jurisdictional control of another terminal.

**Note:** However, it is understood that there may be rare and extenuating circumstances where it may be required to operate in another terminal to meet immediate customer requirements.

**12.4** Employees operating in Road Switcher Service shall not exceed a radius of fifty (50) miles from the point required to report for duty.

**12.5** Employees may be run in and out and through their regularly assigned initial terminal without regard for rules defining completion of trips. Time is to be computed continuously from the time employees are required to report for duty until time released at completion of the day's work.

**12.6** Employees in Road Switcher Service may be required to perform switching, transfer work and industrial work wholly within the recognized switching limits.

**12.7** Eight hours or less shall constitute a basic day and time in excess of 8 hours will be paid for on the minute basis at overtime rates. Articles 35.6, 35.7 and 35.8 of Agreement 4.16 will apply to conductors/ brakemen in road switcher service.

**12.8** Overtime shall be computed in Road Switcher service, in accordance with Article 8.4, from the time employees commence a trip or tour of duty, until the time they are released from duty at the completion of a trip or tour of duty.

**12.9** The term "work week" for regularly assigned Road Switcher employees shall mean a week beginning at the start time on the first day on which the assignment is bulletined. A work week of 40 hours shall consist of 5 consecutive 8 hour days with 2 consecutive days off in each 7 calendar day period.

**12.10** Subject to Article 36, employees regularly assigned to Road Switcher Service will be paid not less than 40 hours per week, exclusive of overtime, at Road Switcher rates. Employees who work or are available for duty only a portion of the month on any run which is regularly assigned or regularly set up will be paid their full proportion of the monthly guarantee provided for such run.

**NOTE:** Except as provided by Article 49, earnings made by an employee when used off his/her regular assignment due to a shortage of employees, will not be used to make up such an employee's guarantee.

**12.11** Regularly assigned Road Switcher shall have a fixed starting time. Such starting time may be changed by no more than 2 hours from the original start time, provided 24 hours notice of such change is given to the assigned crew.

**12.12** In the application of Article 51.11(a), employees regularly assigned to Road Switcher service shall have the right upon going off duty to book a minimum of 2 hours rest and a maximum of 12 hours rest, excluding call time. Article 51.1 of agreement 4.16 is still applicable.

**12.13** Except as provided in Article 12.11, regular assigned Road Switcher employees assigned to regular shifts who are required to commence work on a second tour of duty within 24 hours of the starting time of a preceding shift paid for at straight-time rates will be paid for the second tour of duty at one and one-half times the straight-time rate.

**12.14** Spare employees required to commence a tour of duty in Road Switcher or Yard Service within an interval of less than 8 hours from the completion of work of a previous Road Switcher or Yard shift will be paid for the time worked for such second tour of duty at one and one-half times the straight-time rate.

**12.15** Except as otherwise provided in Article 12 of Agreement 4.16, Service under Collective Agreements 1.1, 4.2, 4.16 with respect to Road Switcher Service and Yard Service will be restricted to 5 days in a work week when qualified relief employees who have not worked 5 days in the work week are available at straight-time rates.

**12.16** Except as otherwise provided in Article 12 of Agreement 4.16, employees in Road Switcher Service or Yard Service, who work more than 5 straight-time shifts in any classification, under either Agreements 1.1, 4.2 or 4.16, in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

**12.17** When service is required by the Company on the rest days of regular assigned Road Switcher Crews or Yard Crews, such may be performed by other regular Road Switcher or Yard Assignments, by regular Relief Assignments, by a combination of Regular Road Switcher, Yard and Regular Relief Assignments or by spare employees. When not protecting in the foregoing manner, Regular Relief Assignments will be governed as follows:

- (a) Except as otherwise provided in this Article, where regular relief assignments are established they:
  - (1) May have 5 consecutive days work on the same shift: or
  - (2) May have 5 consecutive days work on different shifts; and/or
  - (3) May have different starting times on different days provided such starting times are those of the employees relieved.
- (b) The following combinations may be bulletined to provide relief where necessitated by Company operations:
  - (1) Road Switcher Assignments/Yard Assignments

**NOTE:** The Road Provisions shall be used where the relief assignment is predominately Road Switcher Service in make-up and from the Yard Provisions where the relief assignment is predominately Yard Service.

**Paragraphs 12.18 to 12.30 are applicable to Customer Service Assignments (Atlantic Canada) Only.**

**12.18** Customer Service Assignments (CSAs) are assignments which perform service within CSA limits as defined in Paragraph 12.21 herein. CSA service is a single class of service which amends Yard and Road Switcher Service at Moncton, Halifax, Saint John, Edmundston and Joffre (east).

**12.19** The Yard and Road Switcher provisions of the 4.16 Agreement shall apply unless specifically modified herein.

**12.20** Time keeping profiles will be standard for all CSA assignments and will automatically compensate eligible employees. Such automatically generated compensation will include, if applicable, payments for preparatory and inspection/final time, overtime, unit allowance and shift differential.

**12.21** CSA limits are defined as those limits encompassed within a terminal and, in addition, within a 50 mile radius of the point required to report for duty. Employees ordered to perform service of any type exclusively within these limits will be compensated and governed by the rules applicable to CSA service as contained herein.

**12.22** Employees operating in CSA Service shall not be tied-up enroute by the Company.

**12.23** Employees operating in CSA Service shall not run into other terminals or do work on territory under jurisdictional control of another terminal.

**Note:** However, it is understood that there may be rare and extenuating circumstances where it may be required to operate in another terminal to meet immediate customer requirements.

**12.24** Employees operating in CSA Service shall not exceed a radius of fifty (50) miles from the point required to report for duty.

**12.25** CSA limits are not to be confused with existing Switching Limits. Switching limits are not intended to prevent employees in road service from performing switching required solely in connection with their own train or yarding their train in accordance with schedule rules.

**12.26** The mileages of both CSA limits and switching limits for each terminal will be posted at all locations where CSA assignments report for duty.

**12.27** Employees will be allowed meals in the following manner:

- (i) Employees in service which is designed to perform work which is predominately outside established switching limits will be entitled to a meal period consistent with former road switcher rules as contained herein.
- (ii) Employees in service which is designed to perform work which is predominately inside established switching limits will be entitled to a meal period consistent with yard rules as contained herein.

**12.28** Basic weekly pay, where applicable for maintenance of earnings, will be calculated in the following manner:

- (i) Employees in service which is designed to perform work which is predominately outside established switching limits will have their basic weekly pay established with the rules applicable to road switcher service as contained herein.
- (ii) Employees in service which is designed to perform work which is predominately inside established switching limits will have their basic weekly pay established consistent with the rules applicable to yard service as contained herein.

**12.29** Employees in CSA service will be entitled to rest in the following manner:

- (i) Employees in service which is designed to perform work which is predominately outside established switching limits will be entitled to rest consistent with the rules applicable to road switcher service as contained herein.
- (ii) Employees in service which is designed to perform work which is predominately inside the established switching limits will be entitled to rest consistent with the rules applicable to yard service as contained herein.

**12.30** Unassigned employees cancelled after reporting for duty will retain their relative position on the Spareboard and will be entitled to book up to 8 hours rest. Employees who book more than 8 hours rest will be placed to the bottom of the Spareboard.

## ARTICLE 13 Mixed Freight Service

### Mixed Trains Defined

**13.1** Regularly scheduled trains composed of freight cars and passenger cars moved in connection with freight and passenger service, shall be considered as mixed trains, provided however that:

- (a) the incidental omission of either freight or passenger cars from a regularly scheduled mixed train shall not change its class as a mixed train;
- (b) freight trains which only incidentally contain a car devoted to passenger service shall be classed as freight trains, and passenger trains which only incidentally contain cars moved in connection with freight service shall be classed as passenger trains.

## ARTICLE 14 Work Train Service

**14.1** Employees assigned to work train service will not be considered absent from time work is through Saturday night until starting hour Monday, unless notified before being laid up on Saturday that they will be required, and if so notified and not used they will be paid a minimum day unless cancelled prior to the starting time of their regular assignment if it were being worked on that day, in which event they will be allowed 50 miles. Such employees should not be used in other class of service on Sundays, unless the requirements of the service make it unavoidable.

**14.2** Employees employed in work train service will be allowed to go home Sundays, provided regular train service permits, and the work will not be interfered with.

**14.3** Paragraphs 6.5 and 6.6 of Article 6 do not apply to work service (including Sperry cars, inspection cars, weeding machines and similar equipment when used in service during trip or day's work) wreck or construction service.



## **Deadheading — Work Train Service**

**14.4** When deadheading for work train service:

- (a) except as otherwise provided in paragraph 49.12, compensation for deadheading in connection with work train service, from the terminal of the assignment to the work location, will be allowed:
  - (1) to the first crew called for the assignment;
  - (2) employees deadheading to or from the work location when ordered to provide relief thereon; and
  - (3) to the last crew deadheading in upon completion of assignment;
  - (4) as provided by Note 1 to paragraph 17.3;
- (b) in connection with relief work when called to do so, employees will be compensated in accordance with the rate of pay provided by sub-paragraph 2.1 (b);
- (c) crews, when their assignment is cancelled at an away-from-home terminal and if not deadheaded home will take their turn in unassigned service as from the time they go off duty at such away-from-home terminal for the purpose of returning to the home terminal of the assignment;
- (d) deadheading and work train service may be combined but only once, i.e. going to work point and tour of duty, or after completion of tour of duty and deadheaded to a terminal.

**NOTE:** If the Sperry Rail Detector Car is used in service and completes trip or day's work at a point where a spare board is maintained, an employee(s) used to accompany the Sperry car to such point will be returned home deadhead and compensated therefor.

## **Terminal Identified When Tied Up for the Night**

**14.5** In work train service, the point where the crew is tied up for the night will be considered as a terminal point.

**NOTE:** In the application of paragraphs 18.5 and 51.6 for crews in unassigned work train service, such point shall be considered an away-from-home terminal.

**14.6** Train Service Employees on auxiliaries, snow plow or flanger trains may be tied up for not more than 8 hours off duty after being on duty 12 hours, between the initial and final terminal.

## **Operating Work Equipment**

**14.7** Employees assigned to work trains will not be required to handle cables or operate levers on ballast cars.

## **Reassuming Duty After Absence for Any Reason**

**14.8** Employees in unassigned service whose crews are in work train or similar service at or out of a point other than their home terminal after being absent for any reason will be permitted to resume duty at or out of such point. No claims for deadheading will be entertained from employees who so resume duty, except as provided by paragraph 49.12.

## **Guarantee**

**14.9** Employees regularly assigned to work train service who are available for the entire guarantee period will be guaranteed not less than 100 miles for each calendar working day, exclusive of overtime (including General Holidays). The guarantee is predicted on employees being both available and entitled to the assignment during the entire guarantee period, or for the portion of the guarantee period the assignment is in effect.

## **Conductor Pilot — Self-Propelled Cranes**

**14.10** When self-propelled cranes are required to work on the main line outside of Yard Limits, a conductor will be placed in charge except on lines where there is but one train a day operated in each direction. The provisions of this Article shall apply to employees so utilized.

## **Terminal Time**

**14.11** The provisions of paragraphs 7.7 to 7.9 inclusive do not apply to work train service.

## **ARTICLE 15 Conversion Rule**

**15.1** Employees on trains specified in paragraph 2.1, except work, wreck and construction, required to load or unload wayfreight or Company's material or switch en route, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and/or picking up a car (or cars) handled in their own train, will (unless through freight basis including overtime for the tour of duty amounts to more) be paid at wayfreight rates for time so occupied, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day, and pay not to be in excess of wayfreight rates for the full tour of duty. In calculating time engaged in performing the work referred to under this paragraph, it is understood that the time will be continuous from the time such work is first started until it is finally completed.

**15.2** Employees on trains specified in paragraph 2.1, except work, wreck and construction, making stops for the purpose of (a) taking on or setting off a car (or cars), (b) loading and unloading wayfreight, and/or (c) moving a car (or cars) in a siding at a point where no car (or cars) are taken on or set off, at more than five stations or that make more than ten switches en route, or a combination of such service, will be paid wayfreight rates for the tour of duty. The minimum in the combination is seven, e.g.:

- 6 switches and 1 stop to take on or set off a car (or cars)
- 5 switches and 2 stops to take on or set off a car (or cars)
- 4 switches and 3 stops to take on or set off a car (or cars)
- 3 switches and 4 stops to take on or set off a car (or cars)
- 2 switches and 5 stops to take on or set off a car (or cars)

**15.3** Stops and switches to set out bad order cars shall not be counted in applying this Article.

**15.4** Switching en route does not include switching at terminals before departure or after arrival of train.

**15.5** A stop shall be counted for picking up a car (or group of cars together) standing first-out on siding or setting out a car (or group of cars together) from any part of train. If more than one car (or group of cars together) are set out and/or picked up at a station a switch may be counted for each car (or group of cars together) set out or picked up, except that a switch shall not be counted in respect

to the picking up of a car (or group of cars together) standing first-out on siding, or the setting out of a car (or group of cars together) when no additional move is required.

**15.6** At points where a stop as above is counted any switches made should not be counted, and vice versa, but at a station where a switch is performed, a stop may optionally be counted in figuring the combination of seven.

## ARTICLE 16 Piloting

**16.1** When a pilot as defined in Operating Rules is required, a competent employee will be supplied in addition to the regular crew. An employee unfamiliar with the physical characteristics of any portion of the territory on which a pilot is required will not be required to act as a pilot thereon.

**NOTE:** A conductor-pilot will be furnished for track inspection cars occupied by engineering officers if such cars are not in charge of an Assistant Superintendent or higher ranking operating officer of the Company.

**16.2** The employees referred to in paragraph 16.1 acting as pilots will be paid the conductor's rates and conditions applicable to the class of train piloted.

**16.3** On request, conductors running over a line with which they are unacquainted will be furnished with a pilot, (another conductor if one is available), who will accompany the conductor. In the application of this paragraph, the number of trips over a particular territory during which a conductor is furnished a pilot before he is considered "acquainted" with such territory will be the subject of local agreement between the appropriate officer of the Company and the Local Chairperson of the Union. In the event the local Company and Union Officers cannot agree to the determination of such number of trips, the matter will be resolved by the District Manager and the General Chairperson of the Union.

**NOTE:** Paragraph 16.3 does not apply to employees who exercise seniority, either by application to bulletined position or other declaration pursuant to the provisions of Articles 48 and 49. It does apply to conductors who:

- (a) are forced on a particular vacancy through the application of Articles 48 and/or 49; or
- (b) are required to operate over territory not considered part of the territorial allotment of a particular home terminal; or
- (c) are required to operate over territory out of their home terminal with which they are unacquainted.

### **Accompanying Light Engines**

**16.4** An employee required to accompany a light engine over the road will receive conductor's through freight rates and conditions.

## ARTICLE 17 Deadheading

**17.1** Deadheading and service may be combined and, when so combined, will be paid actual miles or hours on a continuous time basis with not less than a basic day for the combined service and deadheading, in accordance with the provisions of Article 6. The provisions of Article 7, will apply where appropriate when deadheading and service are combined. Employees will be notified at the time of call, if deadheading and services are to be combined.

**17.2** When deadheading is paid for separately from service, a minimum day at the basic rate applicable to the train on which deadheading will be allowed unless the actual mileage deadheading is greater, in which event, actual mileage deadheaded will be allowed.

(Refer to Addenda Nos. 20, 21, 28, 29, 51 and 52)

**17.3** Employees, when deadheading to exercise seniority rights or returning after having done so or as a result of the application of Article 28, will not be entitled to compensation therefor. Deadheading in connection with relief work which employees either obtain by making application for bulletined position or claim through the exercise of seniority shall not be compensated for. Spare employees ordered by the Company to deadhead will be compensated.

**NOTE 1:** When employees who are the successful applicants to bulletined work trains are not available for the commencement of the work assignment on account of performing other duties, such employees will be entitled to compensation for deadheading to the location of the assignment.

**NOTE 2:** All relief work at Lévis, Joffre or Charny for 9th Seniority District train crews manning passenger or express trains will be protected by employees assigned to the spare board at Mont Joli. No compensation for deadheading shall accrue to such spare employees, notwithstanding the provisions of this Article.

**17.4** When an employee is entitled to compensation for deadheading, the Company will provide or arrange for the necessary transportation. When railway or public transportation is not available and employees are authorized by the Company to use their private automobile, they will be reimbursed at the rate for the distance travelled via the most direct highway route as prescribed in paragraph 5.1.

**17.5** When an unassigned employee is required to deadhead, the employee first-out will be called.

**17.6** Not more than one crew will be deadheaded on the caboose occupied by the working crew.

**17.7** An employee used as an extra employee on a passenger train will be returned to the home terminal deadhead on first available train, unless required to work back on another passenger train within 16 hours of the arrival at the away-from-home terminal. If held longer than 12 hours, the provisions of paragraph 18.5 will apply.

**17.8** A regular passenger crew or a made up crew used in extra passenger service will be returned to the original terminal deadhead on the first available train unless required to be held for return passenger movement. When such crews are returned deadhead, no runarounds will ensue therefrom.

(Refer to Addendum No. 27)

#### **Service En Route When Deadheading**

**17.9** When more than one unassigned employee is deadheaded on a train and an employee or employees is required for service en route, the employee or employees standing first-out called will be used.

(Refer to Addenda Nos. 20, 21 and 50)

#### **Picking Up or Delivering Radios When Deadheading**

**17.10** In the application of Article 88 when employees are ordered to deadhead and instructed to pick up and/or deliver radio(s):

(a) employees will not be required to pick up and deliver more than one radio each; and

- (b) at the home terminal, a payment of ten minutes will be allowed to employees who either pick up or deliver a radio which has been or will be in the care and for the use of an employee during that deadhead tour of duty or for the use of such an employee during an ensuing trip(s) or tour(s) of duty.

**NOTE:** In the application of sub-paragraph 17.10 (b), employees otherwise compensated before commencing or after completion of a deadhead tour of duty (such as combined service and deadheading, transportation allowance agreements, taxi arrangements and so on), will not receive such payments if it results in duplicate payment.

17.11 Employees deadheading will not be entitled to the allowances set out in paragraph 2.4, 2.5 or NOTE 1 of paragraph 2.1.

## ARTICLE 18 Held-Away-From-Home Terminal

18.1 For the purpose of this Article, the Company will designate a home terminal for each assignment.

18.2 Except as provided by paragraph 18.6, this Article shall not apply to assigned work train service, nor shall it apply in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal) on the territory to which such employees are assigned.

### Passenger Service

18.3

- (a) Except in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal), employees in unassigned passenger service who are held at other than their home terminal longer than 14 hours without being called for duty will be paid 1/8th the daily rate per hour (at the rate applicable to the service last performed) for all time held in excess of 14 hours.
- (b) The time held under this paragraph will be computed from the time the employee goes off duty until the time required to report for duty prior to the departure of the train on which they resume duty. Payments accruing under this paragraph shall be paid separate and apart from pay for subsequent service or deadheading
- (c) Any employees who perform service on Via Rail Canada passenger trains shall be considered as in unassigned service and covered by this paragraph

18.4 In order to avoid excessive held-away-from-home terminal time, the Company may deadhead employees who are in assigned service to the home terminal of their assignment and use other employees to operate the assigned train.

### Freight Service

18.5

- (a) Employees in freight service who are held at other than their home terminal longer than 10 hours without being called for duty will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for all time held in excess of 10 hours, except as provided in paragraph 18.7.

- (b) **(This paragraph 18.5(b) is only applicable to the 17<sup>th</sup> Seniority District)** Employees who are held at the away from home terminal shall be paid at the following hourly rates for all time so held in excess of 10 hours:

After 12 hours 12 1/2 miles per hour after 9 hours  
After 13 hours 12 1/2 miles per hour after 8 hours  
After 14 hours 18 1/2 miles per hour

Employees will not be held at the away from home terminal for more than 14 hours.

In accordance with Addendum No. 101, the Regional Committee will decide any time beyond 14 hours at the away from home terminal.

**Note:** This paragraph 18.5(b) pertains only to extended run trains.

**18.6 (This paragraph 18.6 is only applicable to the 17th Seniority District).** Except as provided by paragraph 18.7, employees in freight service will not be held at other than the home terminal longer than 12 hours except that:

- (a) for an employee who books in excess of 3 hours rest pursuant to sub-paragraph 51.11 (b) hereof, the 12-hour period shall commence at the expiration of such rest;
- (b) for an employee who is subject to mandatory rest pursuant to federal regulation, he or she will not be held at other than the home terminal longer than 6 hours after such mandatory rest has expired.

**NOTE:** The provisions of this paragraph 18.6 will be altered to the extent necessary by means of agreement between the Local Chairperson and the proper officer of the Company where local operational peculiarities such as at Buffalo, N.Y. or at Armstrong, Ontario make it impracticable to comply with the maximum hours set out in this paragraph or where necessary to accommodate certain operational requirements as might be occasioned by major track maintenance programs requiring lengthy work blocks.

**If the Regulator increases to ten (10) the number of duty hours which an employee can work before being required to take mandatory rest, paragraph 18.6 hereof will be amended to read:**

Except as provided by paragraph 18.7, employees in freight service will not be held at other than the home terminal longer than 14 hours except that for an employee who books in excess of 3 hours rest pursuant to sub-paragraph 51.11 (b) hereof, the 14-hour period shall commence at the expiration of such rest.

**NOTE:** The provisions of this paragraph 18.6 will be altered to the extent necessary by means of agreement between the Local Chairperson and the proper officer of the Company where local operational peculiarities such as at Buffalo, N.Y. or at Armstrong, Ontario make it impracticable to comply with the maximum hours set out in this paragraph or where necessary to accommodate certain operational requirements as might be occasioned by major track maintenance programs requiring lengthy work blocks.

**18.7** In cases of wrecks, snow blockades or washouts where the main track is impassable on their own freight section or assigned territory (between the location at which held and the home terminal), employees who are held at other than their home terminal longer than 10 hours without being called for duty will be paid 1/8th of the daily rate per hour at the rate applicable to the service last performed.

**18.8** Time held under the provisions of paragraphs 18.5, 18.6 and 18.7 will be computed from the time the crew goes off duty until the time they are again required to report for duty prior to the

departure of the train on which they resume duty. In the event employees are called to deadhead and deadheading is paid for separately from service, held-away-from-home terminal time will continue until the actual departure time of the train upon which called to deadhead.

**18.9** Payments accruing under this Article shall be paid separate and apart from pay for subsequent service or deadheading.

#### **Service At or Out of The Away-From-Home Terminal**

**18.10** Employees will not be held to make more than one round trip or tour of duty at or out of away-from-home terminal without being returned to their home terminal unless it is otherwise impractical to avoid such occurrences.

### **ARTICLE 19**

#### **Doubling Grades, Assisting Other Trains, Etc.**

**19.1** Actual mileage run will be allowed to employees:

- (a) taken from trains on the road to assist other trains;
- (b) doubling grades;
- (c) running for servicing or changing off locomotives when the crew continues with the trip for which called;
- (d) when run more than one mile off main line;
- (e) for plowing and flanging side tracks;
- (f) required to run around train to set off a bad order car when switch points of the track on which the bad order is to be set off face opposite direction to the movement of the train when such runaround involves a distance of more than one mile;
- (g) whose train becomes disabled between sidings and as a result may be required to set off bad order car(s) at next siding and then return to pick up remaining portion of train provided such movement exceeds one mile; and

such mileage is to be added to the road mileage and allowed all members of the train crew.

**19.2** Road crews who are instructed by the Train Dispatcher, special instructions or by bulletin to leave all or part of their train and run to a point more than one mile from where their train is left will be paid for the miles run to and from the point where required to perform work. Such payment will not result in a duplicate payment, nor will the time consumed while running the distance be used in computing time under Article 15.

### **ARTICLE 20**

#### **Handling Snow Plows or Flangers**

**20.1** Employees will not be compelled to ride on snow plow or flangers but will be supplied with caboose or other suitable car, properly equipped.

**20.2** Engines pushing wing plows will not have a train attached, other than cars necessary for the trip. Engines pushing wedge plows will not be required to haul more than 50% of their tonnage rating.

**20.3** Employees will not be required to service snow removal equipment.

**ARTICLE 21**  
**Operating Late**

**21.1** Employees in regularly assigned service, arriving at the home terminal too late to be released from duty prior to the time required to report for duty for their regular assignment, shall be paid a basic day at the minimum rate applicable to the class of service to which assigned for each trip or tour of duty so lost on their assignment, less any amount earned. The provisions of this Article will not apply to employees in assigned pool freight service who work first-in, first-out.

**ARTICLE 22**  
**Trains Tied Up Between Terminals**

**22.1** Employees will not be tied up at any point, except:

- (a) when it is possible to relieve them from duty;
- (b) where sleeping accommodation can be provided; and
- (c) reasonable facilities are available for obtaining food and/or meals.

**22.2** Employees tied up at any point (which point shall be recognized as the final terminal except in turnaround service, as provided by paragraphs 6.3 and 22.4) between the initial terminal and the point for which called shall be paid actual miles or hours, whichever is the greater, to the tied-up point with a minimum of a basic day and thereafter, hour for hour on the basis of 1/8th of the daily rate for the first 8 hours from each 24 hours so held.

**22.3** Employees tied up between terminals will be notified as to the expected duration of such period and, in any event will not be required to resume duty until 6 hours have elapsed. When resuming duty, a new day will commence and employees will be called, pursuant to Article 61.

**22.4** When in the application of this Article employees are ordered for a turnaround trip, the turning point or other intermediate point will be considered as being between terminal points.

**ARTICLE 22A**  
**Extended Run Terminals**

**22A.1** Extended runs in through freight service will be established between the following home terminals in accordance with Addendum No. 101.

- London - Belleville (certain trains)
- Montreal - Toronto (certain trains)
- Belleville - Hamilton
- Halifax - Moncton
- Moncton - Edmundston
- Hornepayne - Armstrong
- Sarnia - Oshawa



Battle Creek - London  
London - Belleville  
St. Antoine - Belleville  
Montreal - Toronto (certain trains)  
Belleville - Pt. Robinson  
Buffalo - Sarnia  
Detroit (Moterm) - Toronto (Intermodal)  
Flint - Oshawa  
Toronto - Capreol  
Capreol - Hornepayne  
Buffalo - Oshawa  
Joffre - Mont Joli  
Joffre - Campbellton

For the purposes of the document, Sarnia-Port Huron are the same, and Windsor-Detroit are the same, Buffalo-Niagara are the same and the established travel allowances are applicable at these locations.

**22A.2** The following terminals will be used in order to balance crews:

Montreal - Belleville  
Belleville - Toronto  
Sarnia - Toronto  
Windsor - London  
London - Toronto  
Buffalo - Toronto  
Sarnia - Niagara  
Montreal - Joffre  
Montreal - Garneau  
Flint - Sarnia  
Battle Creek - Sarnia

**22A.3** Other extended runs will be implemented and terminals used for balancing crews in accordance with the criteria outlined in Addendum No. 101.

## ARTICLE 23 Travel Allowance

**23.1** Where employees travel between yards or stations in one of the terminals listed below:

- (a) **Where it is their home terminal**, it is required to report for duty in one yard or station and, on return to that terminal, is released from duty at another yard or station; or
- (b) **where it is their away-from-home terminal**, after being released from duty at one yard or station and required to report for duty for the next trip at another yard or station in that terminal;

shall, where a travel allowance is specified below, qualify for such travel allowance and be provided with transportation between the points concerned free of charge.

**NOTE:** Train Service Employees who travel between locations as listed hereunder will be paid the allowance so specified irrespective of the next location where they report for duty.

<b>Terminal</b>	<b>Points Between Which Travelled</b>	<b>Travel Allowance</b>
Halifax	Halifax Station – Fairview Roundhouse	30 minutes
Saint John	Saint John Station Island Yard or Resthouse	30 minutes
Moncton	Moncton Hump Yard – Passenger Station Moncton Hump Yard - Bus Station	30 minutes 30 minutes
Edmundston	Edmundston Bus Station - Yard Office	20 minutes
Joffre	Joffre — Charny Joffre — Ste. Foy Joffre — Levis Joffre — Quebec Central Bus Terminal Joffre - Limoilou	15 minutes 30 minutes 60 minutes 60 minutes 60 minutes
Montreal	Taschereau Yard – Central Station Taschereau Yard - Pt. St. Charles Yard Taschereau Yard - Turcot Yard Taschereau Yard - Bus Station Central Station - Turcot Yard Pt. St. Charles Electric Shop Turcot Yd Pt. St. Charles Yard - Central Station Turcot Yard - Bus Station	60 minutes 60 minutes 45 minutes 60 minutes 45 minutes 45 minutes 45 minutes 45 minutes
Ottawa	Ottawa Station Walkley Yard Walkley Yard or Ottawa Station – Bus Station	30 minutes 45 minutes
London	London Yard - London Station	30 minutes
Sarnia	Sarnia Passenger Station Sarnia Freight Yard Port Huron Passenger Station Sarnia Freight Yard Port Huron Passenger Station Sarnia Passenger Station	30 minutes 45 minutes 45 minutes

**23.2** The payments provided for in paragraph 23.1 shall be at the rate of pay of the service completed at the home terminal and at the rate of pay of the service for which ordered at the away-from-home terminal.

**23.3** Payments made under this Article shall not result in duplicate payment.

## **ARTICLE 24 Cabooses and Accommodation**

### **Cabooses**

**24.1** Cabooses shall be utilized to meet the requirements of the service subject to conditions set forth in this Article.

**24.2** Cabooses in road service will be kept in proper repair and for the exclusive use of Road Service Employees. A caboose in road service shall be cleaned and properly supplied, including fresh water,

cushions or upholstered seats, blinds, (storm doors and windows where necessary), at designated servicing points by personnel other than Road Service Employees. However, such employees shall be responsible for filling and caring for oil-burning markers and lanterns when used and must ascertain that proper flagging equipment is available in the caboose. The equipment shown below shall be supplied to road cabooses in service:

- 1 refrigerator
- 1 hot plate
- 1 water container (insulated, with spigot, or superior type container)
- 1 tea kettle
- 1 coffee pot
- 1 tea pot
- 1 small saucepan
- 1 frying pan (Cast Iron)
- 3 plates (non-metal material)
- 3 coffee mugs (non-metal material)
- 3 cereal bowls (non-metal material)
- 3 knives and forks
- 3 teaspoons
- 3 tablespoons
- 1 paring knife
- 1 can opener
- 1 dish pan and dish mop
- paper towels
- laundry soap
- toilet soap
- 2 blankets, to be placed in the stretcher cabinet

(Refer to Addendum No. 60)

**24.3** Employees shall be responsible for keeping the caboose in a clean and orderly condition en route between servicing points. On arrival at servicing points, the conductor shall leave a requisition (on forms provided by the Company) for normal supplies needed on the caboose and report any known defects, in accordance with local instructions.

**24.4** Where a caboose is used on a regular basis by a crew out of a point other than a servicing point, employees shall be responsible for keeping the interior of the caboose in a clean and orderly condition and, where necessary, for placing the required supplies on the caboose. When a caboose so used is changed off, the replacement caboose shall be in a clean and orderly condition.

**24.5** When employees are allowed to keep personal effects in a caboose it will not be taken away, except in emergencies, before they are notified so they can remove their effects.

#### **Rest Houses and Other Accommodation — Road Crews**

**24.6** The Company shall furnish sleeping quarters at locations regularly used as away-from-home terminals and:

- (a) where employees are accommodated in quarters provided by the Company, such quarters shall be comfortable and sanitary;
- (b) where employees are accommodated in other quarters (such as hotels or motels) and eating facilities are not available at time released or called, the Company shall arrange for provision of cooking facilities and utensils.

24.7 Individual locker space shall be furnished at the home terminal, and at the away-from-home terminal.

**Final Settlement of Disputes Re: Bunkhouse Accommodation**

24.8 The provisions of Article 84 shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions respecting bunkhouse accommodation, nor to complaints or grievances concerning the condition of such facilities. Such complaints or grievances may be referred to the District Manager by the General Chairperson for resolution.

**NOTE:** Where it is alleged that Company supplied "mobile" accommodation is not adequate, and failing resolution of such disputes, by the provisions of paragraph 24.8, such disputes may be submitted to step three of the grievance procedure and shall be limited to whether or not such quarters are comfortable and sanitary.

(Refer to Addendum No. 83)

**ARTICLE 25  
Miscellaneous Duties**

**Servicing Caboose or Baggage Cars**

25.1 Employees will not be required to obtain supplies or fit up a caboose on their own time.

25.2 At terminals, employees will not be required to handle kit boxes between baggage cars and store rooms (but will, if required, assist in the handling of such boxes on and off baggage cars) nor will they be required to place heavy equipment (i.e. jacks, chains, knuckles) on baggage cars or cabooses.

**Supplies for Passenger Crews**

25.3 Supplies required by passenger crews for the performance of their duties will be provided at or near passenger depots at home terminals.

**Telephones**

25.4 Employees will be required to use telephones or other methods of communication to:

- (a) copy train orders where there are no other employees for that purpose on duty at the location where such is required; and
- (b) give or receive information or instructions.

25.5 When operating on train order territory, employees in assigned work train service will not be required to copy train orders, except in cases of emergency.

**Cleaning Cars,, Coupling Hoses,, Etc.**

25.6 Employees are not required to clean cars, close windows on passenger trains, couple or uncouple hose in yard or on repair tracks (where carmen are on duty). Nor will they be required to clean, light or extinguish lamps, or make repairs to cars, but they will be expected to remove rubbish from coaches while en route, so as to give them a tidy appearance. Employees will not be held responsible for the steam heating of cars to which they have no means of access while in transit.

**NOTE:** This rule will not be used by Train Service Employees to delay their train.

### **Closing Freight Car Doors**

**25.7** Employees will not be required to close doors on freight cars at terminals where carmen are on duty.

### **Unusual Handling of Cars**

**25.8** Employees will not, under any circumstances, be compelled to handle:

- (a) cars with a defective draft gear and which must be chained, except to take a car of perishable freight or livestock which has become disabled en route to the first terminal;
- (b) cars behind cabooses, other than occupied official cars or flangers.

## **ARTICLE 26 Service in Open Yards**

**26.1** The principles contained in the Articles as listed hereunder will apply to Road Service Employees manning yard assignments in open yards:

- Article 3 - Rates of Pay - Yard Service
- Article 5 - Use of Private Automobile
- Article 32 - Hours of Work
- Article 33 - Work Week
- Article 34 - Overtime
- Article 35 - Operation of Yard Assignments
- Article 36 - Guarantees - Yard Service
- Article 38 - Deadheading
- Article 40 - Consist of Yard Crews
- Article 42 - Assignment to Other Than Regular Duties
- Article 46 - Seniority Districts - Road and Yard Service
- Article 47 - Interchangeable Seniority Rights - Road and Yard Service
- Article 48 - Bulletining and Filling of Positions
- Article 49 - Manning of Temporary Vacancies and Temporary Assignments
- Article 50 - Runaround
- Article 51 - Booking Rest
- Article 52 - Employees Not Considered Absent
- Article 53 - Resuming Duty After Absence for any Reason
- Article 54 - Reductions in Staff
- Article 55 - Employees Called Back When Staff is Increased
- Article 56 - Spare Boards
- Article 58 - Probation Period
- Article 59 - Experience of Employees
- Article 61 - Calling
- Article 62 - Submission of Time Returns
- Article 63 - Composite and Combination Service
- Article 64 - Broken Time
- Article 68 - Appointing Traffic Coordinators and Assistant Traffic Coordinators
- Article 69 - Furnishing White Electric Hand Lanterns
- Article 70 - Investigations in Connection with Company Business
- Article 71 - Payment for Examinations
- Article 72 - Expenses Away from Home
- Article 73 - Free Transportation
- Article 74 - Rehabilitation

Article 75	-	Health and Welfare Plans
Article 76	-	Bereavement Leave
Article 77	-	General Holidays
Article 78	-	Annual Vacation
Article 79	-	Material Changes in Working Conditions
Article 80	-	Leave of Absence
Article 81	-	Leaving or Re-entering Service
Article 82	-	Discipline
Article 83	-	Disciplinary Restrictions
Article 84	-	Grievance Procedure
Article 85	-	Application and Interpretation of Agreement
Article 86	-	Manning: In Case of Work Stoppage
Article 87	-	Printing of Collective Agreement
Article 88	-	Use of Communication Systems
Article 89	-	Use of Gender

(Refer to Addenda Nos. 18 and 51)

## ARTICLE 27 Crew Runs

### Running of Assigned Crews

27.1 Separate pools or sets of runs may be established and, in the case of passenger service, such pools or sets of runs will be consistent with the provisions of Article 10. No assignments will be established which necessitate passenger crews laying away-from-home terminal for two nights in succession, except where Sunday intervenes.

### Passenger Service — Home Terminal

27.2 Regularly assigned passenger crews whose assignment is:

**(a) cancelled**, will be used to either

- (1) operate the first train in unassigned passenger service; or
- (2) deadheaded

to the away-from-home terminal in time to operate the return portion of their assignment;

**(b) running late**, so that by operating on their assignment from the home terminal they would miss the return portion of their assignment, will be used to either

- (1) operate the first train in unassigned passenger service; or
- (2) deadheaded

to the away-from-home terminal which will enable crews so governed to operate on their assignment to the home terminal.

### Establishment and Operation of Assignments in Through Freight Service

27.3 In through freight service (including SPRINT train operations on the 17th Seniority District), assignments, pools or sets of runs will be established and regulated as locally arranged between the

Local Chairperson of the Union and the proper officer of the Company. Such local arrangements will be consistent with the provisions of paragraphs 27.3 to 27.13 inclusive.

**27.4** Separate assignments, pools or sets of runs will be established, to the extent possible, for:

- (a) Conductors on trains which have been identified as meeting the criteria for operation with a crew consist of a conductor only as set out in Article 11.
- (b) Conductors on trains which have been identified as requiring an assistant conductor pursuant to Article 11;
- (c) Assistant Conductors on trains which have been identified as requiring an assistant conductor pursuant to Article 11;
- (d) Non-essential assistant conductor on trains which have been identified as meeting the criteria for operation with a crew consist of a conductor only as set out in Article 11;

**27.5** Through freight assignments, pools or sets of runs will be established and regulated in a manner which will not limit or otherwise restrict the provisions of this Agreement but which, at the same time, will maximize the regularity with which employees are required to report for work at the home terminal.

#### **Non-Essential Assistant Conductors' Assignments or Pools**

**27.6** In the establishment and operation of assignments, pools or sets of runs for non-essential assistant conductors pursuant to sub-paragraph 27.4 (d) hereof, the following principles shall govern:

- (a) Assignments, pools or sets of runs established for non-essential assistant conductors pursuant to sub-paragraph 27.4 (d) hereof will be occupied by protected employees only.
- (b) The initial number of non-essential assistant conductors' positions established at each terminal in respect of such assignments, pools or sets of runs will be limited to the number of conductor's assignments established pursuant to sub-paragraph 27.4 (a) hereof. Except as provided by the NOTES to this sub-paragraph 27.4 (b), the total number of non-essential assistant conductors' positions on such assignments, pools or sets of runs at each terminal will, at no time, exceed this initial number.

**NOTE 1: (This NOTE 1 is only applicable to the 17th Seniority District).** If, during the two (2) years immediately following the effective date of the Memorandum of Agreement dated July 12, 1991, (i.e., up to and including September 27, 1993), the service design specifications of a train or trains, previously identified as requiring an assistant conductor, are revised so that such train or trains meet the criteria for operation with a crew consist of a conductor only, the total number of existing non-essential assistant conductor's positions will then be increased by one for each such train.

**NOTE 2: (This NOTE 2 is only applicable to the First Seniority District).** If, during the two (2) years immediately following the effective date of the Memorandum of Agreement dated March 29, 1992, (i.e., up to and including August 2, 1994), the service design specifications of a train or trains, previously identified as requiring an assistant conductor, are revised so that such train or trains meet the criteria for operation with a crew consist of a conductor only, the total number of existing non-essential assistant conductor's positions will then be increased by one for each such train.

- (c) Notwithstanding any provision in this Agreement which may be in conflict herewith, no relief will be supplied from the spare board for assistant conductors on such assignments, or in such

pools or sets of runs nor will the temporary absence of the assistant conductor regularly assigned to the position create a temporary vacancy.

- (d) One assistant conductor's position on such assignments or in such pools or sets of runs will be discontinued for each protected employee removed from the active working list other than by discharge or by promotion to an excepted position, either permanent or temporary, or by temporary promotion to traffic coordinator or locomotive engineer.

**NOTE 1:** The position to be reduced will be the position occupied by the junior employee.

**NOTE 2:** Assistant Conductors' positions shall be discontinued at the same home station at which protected freight employees were removed from the active working list.

**NOTE 3:** A promotion to the position of locomotive engineer shall be considered as permanent when a protected freight employee has been assigned in that capacity for a period of ninety (90) consecutive days. The Local Chairperson will be advised prior to the discontinuance of a permanent assistant conductor's position consequent upon the permanent promotion of a protected freight employee to locomotive engineer.

**NOTE 4:** Existing practices or application of mileage regulations will not be altered so as to reduce the active working list for the sole purpose of discontinuing assistant conductors' positions.

**NOTE 5:** Where the removal of a protected employee from the active working list by a permanent promotion to a position as traffic coordinator or locomotive engineer has resulted in the reduction of an assistant conductor's position (or on the 17th Seniority District a reduction in the number calculated pursuant to NOTE 6) the return of such protected employee to the working list shall result in one discontinued assistant conductor's position being re-established at that terminal (or on the 17th Seniority District a corresponding increase in the number calculated pursuant to NOTE 6, as the case may be).

**NOTE 6:** (This NOTE 6 is only applicable to the 17th Seniority District). At those home stations where, effective September 27, 1991, train crews consisting of one conductor and two assistant conductors are regularly set up, the total number of reducible assistant conductors' positions, as presently defined, occupied on a permanent basis will be counted; this will include reducible assistant conductors' positions awarded at the change of timetable, or when crews set-up or subsequently claimed by a protected freight employee under the freight crew consist rules then in effect but will exclude positions occupied pursuant to Article 3 of the Memorandum of Agreement dated July 19, 1990. Thereafter, non-essential assistant conductors' positions will not be discontinued until an equivalent number of protected freight employees have been removed from the active working list as prescribed herein. If, for example, at a particular home station, three such crews were regularly set up, no non-essential assistant conductor's position shall be discontinued when the first three protected freight employees are removed for the working list. The first non-essential assistant conductor's position will be discontinued only at the time the fourth protected freight employee is removed from the active working list.

**NOTE 7:** (This NOTE 7 is only applicable to the 17th Seniority District). At those home stations where former employees of the Canada Southern Railway hold preference rights, the removal of such an employee from the active working list, as prescribed herein, shall not result in the discontinuance of an assistant conductor's position on other than former Canada Southern Railway territory.

- (e) An up-to-date list of existing non-essential assistant conductors' positions and the active working list will be posted at the terminal concerned and a copy supplied to the Local Chairperson and the General Chairperson.



## Through Freight Service - Home Terminal

**27.7** Through freight trains identified in paragraphs 11.5 and 11.6 will be crewed by conductors from the applicable conductor's assignment, pool or set of runs as established pursuant to sub-paragraph 27.4 (a).

**27.8** Trains which have been identified as meeting the criteria for operation with a crew consist of a conductor only as set out in Article 11, will be crewed by:

- (a) Conductors from the applicable conductor's assignment, pool or set of runs as established pursuant to sub-paragraph 27.4 (a).
- (b) When available, one assistant conductor from the applicable non-essential assistant conductors' assignment, pool or set of runs as established pursuant to sub-paragraph 27.4 (d) hereof.

**NOTE:** When a particular train, which has been identified as meeting the criteria for operation with a crew consist of a conductor only, does not, on a particular tour of duty, meet such criteria and there are no assistant conductors available in accordance with this sub-paragraph 27.8 (b), a spare assistant conductor will be called.

**27.9** Trains which have been identified as requiring an assistant conductor pursuant to Article 11 will be crewed by:

- (a) Conductors from the applicable conductor's assignment, pool or set of runs as established pursuant to sub-paragraph 27.4 (b) hereof; and
- (b) One assistant conductor from the applicable assistant conductors' assignment, pool or set of runs as established pursuant to sub-paragraph 27.4 (c) hereof. When such assistant conductor is not available, a spare assistant conductor will be called.

**27.10** Extra trains (including SPRINT trains on the 17th Seniority District) including those identified in paragraphs 11.5 and 11.6 operating in through freight service (i.e., trains not crewed by any assignment or out of any pool) will be crewed in accordance with Article 11 hereof by employees from the road or joint spare board. Where there are no available qualified conductors on the spare board, the conductor's position will be filled in accordance with paragraphs 49.5 to 49.7. This paragraph will not be used to circumvent or limit the provisions of paragraph 27.5.

**27.11** Regularly assigned employees will make their regular assigned trip or run out of the home terminal when they are available therefor notwithstanding that trains are late or running ahead of time.

**NOTE:** When trains are operated out of the home terminal ahead of their scheduled departure time, a definite effort will be made to contact any regularly assigned employee affected thereby to so inform him or her that the train is to be run early. When an employee who cannot be so informed reports for duty before the assignment so operated departs, such employee will be allowed to follow the assignment and the spare employee cancelled provided no delay will accrue to the train.

**27.12** A regularly assigned employee whose assignment is cancelled will be governed by the provisions of paragraphs 61.7 and 61.8 of this Agreement.

## **Through Freight Service - Away From Home Terminal**

**27.13** It is recognized that flexibility in the crewing of trains out of the away from home terminal is of critical importance. Therefore, notwithstanding their assignment out of the home terminal, conductors and assistant conductor will cycle independently out of the away from home terminal on a first-in, first-out basis in their respective classifications except that:

- (a) Conductors may be called to work as assistant conductors back to the home terminal to meet the requirements of the service, such as a train on which an assistant conductor is required and there are no assistant conductor available at the away-from-home terminal. Employees so used will be paid therefor at the conductors' rate.

**NOTE:** When a conductor and assistant conductor are required for a train out of the away from home terminal and there are no assistant conductors available, the two conductors standing first out and available at the away from home terminal will be used and the senior employee will work as conductor.

- (b) Qualified assistant conductors may be called, on a first-in first-out basis, to work as conductor back to the home terminal to meet the requirements of the service when there are no conductors available at the way from home terminal and will be paid therefor at the conductors' rate including, where applicable, the allowance set out in NOTE 2 to paragraph 2.1 hereof.

**NOTE:** When a conductor is required for a train out of the away from home terminal and there are no conductors available, the assistant conductor standing first out who is available and qualified will be used except that, when an assistant conductor is also required for the train, the senior qualified employee called will work as conductor.

## **Exchanging Runs Temporarily**

**27.14** A regularly assigned employee may take the trip of an employee in the same pool or set of runs (not exceeding two trips), if such is allowed by a designated officer of the Company. Regularly assigned employees employed on runs at subsidiary terminals may be permitted to change off for longer periods with other employees similarly assigned only for the purpose of obtaining a layoff at the home terminal, prior permission for which must be given by the designated Company officer.

**NOTE:** Such exchanges are limited to exchanges between two individuals and their assignments at any one time and the two trips referred to means two round trips per calendar month. Each exchange made shall count as one exchange for each employee involved, and such exchanges shall not be used to circumvent mileage regulations as prescribed by paragraph 28.4.

**27.15** When employees on regular runs change off during a trip or tour of duty, the names of both employees shall appear on the time return submitted and their earnings will be computed on the same basis as though one employee had performed the tour of duty or trip. Earnings will be apportioned between the two employees on the basis of service rendered as may be agreed upon between them; otherwise the apportionment will be made on the basis of time actually on duty.

## **Manning Revenue Passenger Trains in Terminals**

**27.16** Employees in road service will be entitled to man all revenue passenger trains, even though such trains are operated partially or entirely within switching limits.

## **General**

**27.17** In the application of this article, regularly assigned crews will not be called for unassigned service which will operate earlier than their normal assignment (on the same day) unless it is known

that no later such unassigned service is available to enable crews to reach the away-from-home terminal in time to operate the return portion of their assignment; in that event, crews may be used in unassigned service or deadheaded prior to their regular departure time.

**ARTICLE 28  
Mileage Limitations**

**28.1** The mileage for which employees are paid will, as far as practicable, be limited by the Company to the following:

- service paid at passenger rates (Seniority Districts 1-11): 6000 miles per month;
- service paid at passenger rates (Seniority Districts 12-15): 6450 miles per month;
- service paid at freight rates: 4300 miles per month.

**28.2** Employees will combine all time on miles earned under this agreement whether in any class of road or yard service, in any occupational group therein; and service performed under other operating collective agreements when computing their monthly accumulated mileage under this Article in accordance with the following:

<b>(a)</b>	8 hours in any classification in yard service	=	100 miles
<b>(b)</b>	hours in excess of 8 hours, yard service	=	1 mile/each 4.8 minutes
<b>(c)</b>	all classes of freight service	=	tour of duty miles
<b>(d)</b>	passenger service	=	tour of duty miles

**28.3** When an employee is reduced from the Locomotive Engineer's working board and returns to road service under this agreement, the employee's miles earned during that period will be increased by 12%: eg.

Miles earned as locomotive engineer to date of being set back	3600 miles
Increase of 12%	432 miles
Miles to be recorded	4032 miles

**28.4** In the application of this Article, employees will be governed as follows:

- (a)** they will maintain a record of the total accumulated mileage for which paid commencing with their mileage date and report to the designated officer when the maximum mileage has been made so that relief can be provided;
- (b)** if they exceed the maximum mileage in any month, they will add the miles in excess of the allowed limit to their mileage for the following month except where such mileage is made because of a shortage of employees at their home terminal; (i.e. when the spare board is exhausted and no other employees are available);
- (c)** if they exceed the maximum mileage in any month due to withholding tickets; or, showing less than actual miles earned for which paid; or, if employees otherwise exceed maximum mileage they will be penalized by the loss of two working days for each 100 miles (or portion thereof, i.e. 51 miles or more) worked in excess of the maximum mileage and such excess mileage will be added to their mileages for the following month;

- (d) when returning from being off for miles
  - (1) regular employees will be considered as being available for a call for which the ordering time is 0001 or later on their mileage date;
  - (2) spare board employees will be placed on the spare board at 0001 and will be considered as available for a call for which the on-duty time is 0200 or later on their mileage date unless no other spare employee is available between 0001 and 0200 in which event they may be called for service.

**NOTE:** Pursuant to this paragraph, if current information on mileage made by employees is requested by the Local Chairperson, and provided a reasonable period of advance notice is given, the Company will supply this information. The Company will maintain employees mileage records.

**28.5** In the application of this Article, mileages paid for as;

- (a) general holidays (Article 77);
- (b) travel allowance (Article 23);
- (c) bereavement leave (Article 76);
- (d) payment for examinations (Article 71);
- (e) annual vacation (Article 78); and
- (f) held-away-from-home terminal (Article 18);

will not be charged against an employee's mileage records. However, employees will not be permitted to stipulate the period off duty on account of mileage limitations as their annual vacation period. When the annual vacation date allotted in advance (as provided in paragraph 78.11 coincides with the time an employee is off duty because of mileage limitations, the date will not be changed and employees will be allowed to commence annual vacation on the allotted date.

(Refer to Addendum No. 92 item 4)

**28.6** No part of this Article shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim on behalf of any employee.

## ARTICLE 29 Meals - Road Service

**29.1** Train Service Employees performing road switcher (including road switcher runs operating in turn-around service beyond a 50-mile radius), work train, snow plow, or snow spreader service, and on regular wayfreight assignments, will have an opportunity of having a meal at a reasonable hour by previously advising the train dispatcher sufficient time in advance. While so occupied, for 20 minutes or less, no deduction will be made; if over 20 minutes, all time will be deducted in computing overtime.

**NOTE:** This paragraph 29.1 shall not apply to train service employees in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 15.

**29.2** Trains will not be delayed nor train operations disrupted solely as a result of stopping train to eat. Employees 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.

(Refer to Addendum No. 97 and 103)

**29.3** In addition to the provisions contained within the 4.16 collective agreement, the union accepts the following commitments of the Company:

1. All train consists with CN Locomotive Power will contain an operational Microwave in the lead unit;
2. A cross border train consist without CN power will obtain a properly equipped lead locomotive at the first locomotive power facility (Toronto, Montreal, Chicago (Woodcrest), Winnipeg and Vancouver.) All other trains will contain an operational Microwave in the lead unit.
3. The Parties understand that the Company has the right to return the foreign power from the above recognized terminals, without microwaves.
4. The parties commit to continue discussions regarding the integration of BC Rail power.

**ARTICLE 30**  
**Definition of First-in First-out**

**30.1** Except as provided in paragraphs 30.2 to 30.4 inclusive, employees will take their turn out of terminals in order of arrival at point where road time ceases. At terminals where there is a series of yards, the words "road time ceases" as used in this Article will be understood to mean the time of arrival at the outer switch of the final such yard for that tour of duty where final terminal time begins, subject to the provisions of Article 7. The time of going off duty shall be considered the time of "arrival at point where road time ceases" for employees who are in:

- (a) switching or similar service at a terminal and are not paid road time during their tour of duty; and
- (b) road switcher, work or construction service.

(Refer to Addendum No. 27)

**30.2** Notwithstanding the provisions of paragraph 30.1, pool employees will retain their original turns in pools at the home terminal based on their relative standings in these pools at the home terminal at the time called. In the application of the foregoing sentence, such employees must be off duty and available for a two-hour call as provided by paragraph 61.1.

**NOTE:** For the purposes of this paragraph 30.2, when an additional crew is added to a pool of crews, such crew will be placed behind the crew standing last out in the Terminal at the time the additional assignment is awarded. Should there be no pool crews in the terminal, the additional crew will be placed first out at the time the bulletin is awarded.

**30.3** Unassigned crews ordered in turnaround and work train service, wherein the point for which called is short of the away-from-home terminal for that freight section, shall establish their turn at the time of finally arriving at the home terminal upon completion of that tour of duty. Unassigned crews used as per paragraph 18.9 shall stand first-out upon returning to the away-from-home terminal, as of their actual time upon completion of that tour of duty.

**30.4** It will be the responsibility of crews to inform the calling office at terminals of their turn established in accordance with paragraph 30.2 and 30.3.

(Refer to Addendum No. 5)

**ARTICLE 31**  
**Uniforms**

**31.1** Except as provided in paragraph 31.2:

- (a) regularly assigned passenger employees;
- (b) employees assigned to a Conductor's spare board;
- (c) an assistant conductor's spare board;
- (d) employees assigned to a joint spare board; and
- (e) employees who are located at terminals where passenger crews are headquartered;

will be furnished with a passenger uniform free of cost to them. Employees who are supplied with a passenger uniform will be required to protect passenger service due regard being had to the provisions of Article 30, Article 48 and Article 49.

**31.2** Employees who have not completed the probationary period specified in paragraph 58.1 will not be furnished with a uniform free of cost to them until such probationary period has been completed. In the interval and due regard being had to the "manning" provisions of this Agreement probationary employees will be required to protect passenger service and will be supplied with a uniform on a trip by trip basis.



**SECTION III**  
**YARD SERVICE**





**ARTICLE 32**  
**Hours of Work**

**Basic Day**

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

**ARTICLE 33**  
**Work Week**

**33.1** Except as otherwise provided in this Article, a work week of 40 hours will consist of 5 consecutive 8-hour days, with 2 consecutive days off in each 7-calendar-day period, in accordance with the Company's operational requirements. Regular relief assignments may be established wherein the work week may be less than 5 calendar days in duration (i.e.: 2 shifts may be worked on 1 calendar day, 0001-0800 hours and 1600-2359 hours). Employees on spare boards may work any 5 days in their work week, their days off need not be consecutive and those who work 5 straight-time shifts in less than 5 calendar days will be considered as having completed their 5-day work week.

**NOTE:** A second shift, worked in a 24-hour period and paid for at time and one-half, will not be used to make up the 5-day work week.

**Beginning of the Work Week**

**33.2** The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

**NOTE:** In the application of paragraph 33.2 regularly assigned employees are not subject to service prior to the starting time of their regular assignments on the first day on which their assignment is bulletined to work but are subject to the provisions of Article 61 if their services are required under provisions of Article 49 for a shift commencing at or subsequent to the starting time of their regular assignment on the first day of their work week, without the payment of overtime rates.

**Accumulation of Days Off**

**33.3** At points where it is not practicable to grant 2 consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made to provide for the accumulation of days off over a period not to exceed 5 consecutive weeks. In the application of this paragraph:

- (a) an employee on an assignment at a subsidiary station accumulating days off must take accumulated days off before taking up a new assignment;
- (b) where days off are accumulated at subsidiary stations, relief work may be performed by one relief employee who will relieve the foreman and helper.

**Non-Consecutive Days Off**

**33.4** The Company may establish regular or regular relief assignments with non-consecutive days off, subject to prior consultation with the Union and to an appeal by the Union under the provisions of Article 84.

## Relief Assignments

**33.5** When service is required by the Company on the rest days of regular assigned Road Switcher Crews or Yard Crews, such may be performed by other regular Road Switcher or Yard Assignments, by regular Relief Assignments, by a combination of Regular Road Switcher, Yard and Regular Relief Assignments or by spare employees. When not protecting in the foregoing manner, Regular Relief Assignments will be governed as follows:

- (a) Except as otherwise provided in this Article, where regular relief assignments are established they:
  - (1) May have 5 consecutive days work on the same shift: or
  - (2) May have 5 consecutive days work on different shifts; and/or
  - (3) May have different starting times on different days provided such starting times are those of the employees relieved.
- (b) The following combinations may be bulletined to provide relief where necessitated by Company operations:
  - (1) Road Switcher Assignments/Yard Assignments

**NOTE:** The Road Provisions shall be used where the relief assignment is predominately Road Switcher Service in make-up and from the Yard Provisions where the relief assignment is predominately Yard Service.

## ARTICLE 34 Overtime

**34.1** Employees assigned to regular shifts and those assigned to the spare board who are required to work in excess of 8 consecutive hours in yard service will be paid for such time in excess of 8 hours continuous service at one and one-half times the straight-time rate.

### Regularly Assigned Yard Service Employees

**34.2** Employees assigned to regular shifts who are required to commence work on second tour of duty within 24 hours of the starting time of a preceding shift paid for at straight-time rate will be paid for the second tour of duty at one and one-half times the straight-time rate.

**NOTE:** On Seniority Districts 11 to 15 inclusive, regularly assigned yard helpers who work as spare conductor (yard) (in accordance with Article 49) may protect their regular assignment, if the employee can be available at the starting time and at the location where the regular shift commences, not including the time specified in paragraphs 35.6 and 35.7. Employees who are unable to protect their regular shifts on General Holidays through the application of this provision will be compensated for such shift worked prior to the General Holiday as though they did work their regular shifts on such days.

### **Spare Yard Service Employees**

**34.3** Spare employees required to commence a tour of duty in yard service within an interval of less than 8 hours from the completion of work of a previous yard shift will be paid for the time worked, for such second tour of duty at one and one-half times the straight-time rate.

**34.4** The provisions of paragraphs 34.1, 34.2 and 34.3 shall not apply when:

- (a) changing off, where it is the practice to work alternate days and nights for certain periods;
- (b) working through two shifts to change off;
- (c) exercising seniority from assignment to assignment;
- (d) an employee has non-consecutive days off as provided by paragraph 33.4;
- (e) an employee works his regularly scheduled relief assignment as provided by paragraph 33.5;
- (f) where employees have been or will be governed and paid pursuant to paragraph 65.10;
- (g) employees are governed by the provisions of paragraph 34.5.

**NOTE 1:** The Company shall not be obligated to call a spare employee who would be entitled to payment at overtime rates when there are spare employees available in yard service or on the joint spare board who could work at the straight-time rate.

**NOTE 2:** In the application of sub-paragraph 34.4 (e), the provisions of paragraph 34.1 will apply to employees on such assignments.

### **Overtime Provisions — Days Off**

**34.5** Employees who work more than 5 straight-time 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) (1) where days off are being accumulated under paragraph 33.3;
- (2) when changing off where it is the practice to work alternately days and nights for certain periods;
- (3) when working through 2 shifts to change off;
- (4) where exercising seniority rights from one assignment to another;

**NOTE:** When an assignment is cancelled and a yard crew used on an extra assignment on such day; or, employees on days off are used to making up their weekly guarantee and the regular assignment on the following day starts within 24 hours of the starting time of the extra assignment, payment of time and one-half applies for time worked on the first shift after completing the extra assignment.

- (b) in the event an additional day's pay at the straight-time rate is paid to a yard service employee for other service performed or started during the course of a regular tour of duty, such additional day will not be utilized in computing the 5 straight-time shifts referred to in sub-paragraph 34.5 (a);

(c) there shall be no overtime on overtime; neither shall overtime hours paid for nor time paid for at straight-time rates for work referred to in sub-paragraph 34.5 (a) be utilized in computing the 5 straight-time shifts referred to herein; nor shall time paid for in the nature of arbitraries or special allowances such as

- (i) attending court
- (ii) Company-initiated meetings
- (iii) inquests
- (iv) investigations
- (v) examinations
- (vi) deadheading
- (vii) jury duty
- (viii) bereavement leave 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;

**NOTE:** Employees assigned to regular shifts who:

- (1) are not required to work on a general holiday falling on one of his regular assigned working days but qualify for general holiday pay; or
- (2) work the general holiday and are paid time and one-half for such work

will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

(d) in the application of this Article:

- (1) Service under Collective Agreements 1.1, 4.2, 4.16 with respect to Road Switcher Service and Yard Service will be restricted to 5 days in a work week when qualified relief employees who have not worked 5 days in the work week are available at straight-time rates.
- (2) Employees in Road Switcher Service or Yard Service, who work more than 5 straight-time shifts in any classification, under either Agreements 1.1, 4.2 or 4.16, in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

ARTICLE 35  
**Operation of Yard Assignments**

**Assignments**

35.1 Employees shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of the crew. Such hours will be relaxed only to the extent provided in paragraph 33.5. So far as it is practicable assignments shall be restricted to 8 hours work.

**Starting Time**

35.2 Subject to the provisions of paragraph 48.6 and excepting transfer crews, regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew shall not be changed without at least 48 hours advance notice.

35.3 The starting time of yard assignments shall be between 0600 and 2400.

NOTE: Exceptions to the above may be made to cover local requirements where mutually agreed to between the appropriate officer of the Company and the General Chairperson.

**Calculating Assignments**

35.4 The time for fixing the beginning of assignments is to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

**Beginning and Duration of Working Hours**

35.5 The working time of employees will commence at the time they are required to report for duty and will continue until they are relieved from duty at the end of the day's work.

35.6 Employees will be required to report for duty 10 minutes prior to the starting time of their shift for which 10 minutes will be paid at the applicable straight-time rate of pay. Time paid for will be for performing duties in connection with registering, reading bulletins, checking watch, picking up radios, etc., and being prepared to commence work at the starting time of their shifts.

35.7 Employees upon completion of their shift, will be allowed 10 minutes at the applicable straight-time rate of pay. Time paid for will be for performing duties in connection with completing reports, reporting car control data, returning radios, registering, OBRS, etc.

35.8 Time paid for under the provisions of paragraphs 35.6 and 35.7 will not be used in the calculation of overtime or in the application of the overtime provisions of this Agreement nor will it be used in the application of paragraph 77.7, nor will such time be used in the application of Articles dealing with Shift Differential, Rest at Terminals, Yard Starting Time, Lunch Time, Calling, etc.

**Points for Going On and Off Duty**

35.9 Yard crews shall have a designated point for going on and off duty, which will be governed by local conditions. These points will not be confined to any exact, precise point, but the designation will indicate a definite and recognized location.

35.10 Employees will be relieved from work at the same yard at which they commenced work, but it is understood that existing regularly established practice of changing off at different points will

continue unless otherwise mutually agreed between the General Chairperson and the proper officer of the Company.

(Refer to Addendum No. 31)

### **Lunch Time**

**35.11** Yard crews will be allowed 20 minutes for lunch which period will commence between 4 hours and not later than 5 hours and 10 minutes after their shift commences, without deduction in pay.

### **Exchange of Shifts**

**35.12** Upon the prior concurrence of the proper officer of the Company or General Yard Coordinator in charge of the yard, regularly assigned yard service employees may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

- (a) Employees will be limited to two exchanges per calendar month.
- (b) In the application of this paragraph, the Company shall not be subject to any claim for additional payment by the employees exchanging shifts.

## **ARTICLE 36 Guarantees, Yard Service**

### **Regularly Assigned Yard Service Employees**

**36.1** The following employees:

- (a) regularly assigned employees on permanent assignments;
- (b) employees assigned to temporary vacancies of more than 5 working days;
- (c) conductors (yard) filling permanent assignments as yard helpers who are taken from their assignments to work as conductors (yard) on a temporary vacancy or temporary assignment;

will be paid not less than 5 days in any one work week exclusive of overtime subject to the provisions of paragraph 3.1, for the classification to which assigned.

**36.2** In any one work week in which one or more general holidays occur:

- (a) the work week guarantee shall be reduced by the number of general holidays occurring in the work week;
- (b) extra service may be used to make up the guarantee;
- (c) time worked on such holiday or holiday pay will not be used to make up the guarantee;
- (d) in the application of sub-paragraph (c) of this paragraph, in situations where an employee is assigned to a relief assignment which works two shifts on the general holiday, only the first shift will be considered as "work on the general holiday".

**NOTE:** In the application of paragraphs 36.1 and 36.2, general holiday payments for a general holiday which fall on employees' assigned rest days in their work week will not be used to make up the guarantee if, on one of their assigned working days in their work week, they are cancelled. However extra service performed on assigned days off, excluding a General Holiday may be used to make up such guarantee.

**36.3** Employees in regularly assigned service laying off of their own accord or where the permanent assignment is on only for a part of the work week, will receive their full proportion of the work week guarantee.

**NOTE:** Combinations of service such as provided by sub-paragraph 33.5 (c) may be used to make up the weekly guarantee. Regularly assigned employees who perform service in more than one classification in their work week as provided therein or by Article 49 will only be entitled to the 5-day guarantee on their regular assignment and will not be entitled to a 5-day guarantee on their regular assignment in addition to earnings in other classifications.

**36.4** An employee on a yard service spare board who is available for service for two consecutive payroll periods in their entirety will receive the guarantee as provided by paragraph 3.3 subject to the following conditions:

- (a) (1) an employee on a spare board who stands first-out and misses more than 2 two-hour calls in the 14-day period will not be entitled to any guarantee under this paragraph unless the call was missed for reasons satisfactory to the proper officer of the Company and subject to paragraph 3.5;
- (2) employees entitled to guarantees under the provisions of this Article and Article 3 who are assigned to spare boards for only a portion of the guarantee period will be paid their full proportion of guarantees, pro-rated according to the number of days employees were on the spare board as related to the guarantee period;
- (b) in the calculation of guarantee payments provided under the provisions of this paragraph, all compensation paid to employees under this Agreement and Agreement 4.2, as well as compensation paid for work performed as a locomotive engineer during the guarantee period, or portion of the guarantee period that employees are assigned to the spare board, will be used to offset any such guarantee payments. Compensation earned outside the period of time employees are assigned to the spare board will not be used to offset the guarantee payments;
- (c) this paragraph will not be construed to mean that the earnings specified are the maximum which employees will be permitted to make.



ARTICLE 37  
**Working Outside Switching Limits**

**37.1** Where regularly assigned to perform service within switching limits, employees shall not be used in road service when road crews are available, except in cases of emergency. When yard crews are used in road service, 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 road service.

**NOTE:** A road crew will be considered as available when such crew is subject to call.

**37.2 Examples:**

(a) works 5 hours in yard, then used in road service 4 hours, making 20 miles, total spread 9 hours.

**Compensation:** 8 hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 4 hours at pro rata road rates (i.e.: 4 hours X 12 1/2 mph = 50 miles);

(b) works 3 hours in yard, then used in road service 2 hours, making 10 miles, returning to yard for 4 hours; total spread 9 hours.

**Compensation:** 8 hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 2 hours at pro rata road rates (i.e.: 2 hours X 12 1/2 mph = 25 miles);

(c) works 7 hours in yard, then used in road service 3 hours, making 18 miles; total spread 10 hours.

**Compensation:** 8 hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rata road rates (i.e.: 3 hours X 12 1/2 mph = 37 1/2 miles);

(d) works 2 hours in yard, used in road service 30 minutes, making 5 miles, returns to yard and works 2 hours; again used in road service for 1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread 8 hours.

**Compensation:** 8 hours at straight yard rates, 1 hour at pro rata road rates for first road service and 1 hour at pro rata road rates for second road service (i.e.: 2 hours X 12 1/2 mph = 25 miles);

(e) works 1 hour in yard, used in road service for 1 hour, making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours, making 15 miles; total spread 9 hours.

**Compensation:** 8 hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service and 2 hours at pro rata road rates for second road service (Road miles = 20 miles + (2 hours X 12 1/2 mph) = 45 miles);

(f) assigned from 0700 to 1500 hours, works 2 hours in yard, used in road service for 1 hour, making 10 miles; returns to yard and works 4 hours; again used in road service for 5 hours, making 25 miles; relieved at 1900 hours; total spread 12 hours.

**Compensation:** 8 hours straight yard rates, 4 hours at yard overtime rates (time and one-half), and 6 hours at pro rata road rates (i.e.: 6 hours X 12 1/2 mph = 75 miles);

- (g) assigned from 0700 to 1500 hours, works 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 1700 hours; total spread 10 hours.

**Compensation:** 8 hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 9 hours at pro rata road rates (i.e.: 9 hours X 12 1/2 mph = 112 1/2 miles).

(Refer to Addendum No. 24)

### **37.3**

- (a) In order to provide timely transportation service, yard crews may be used within a distance of 25 miles outside the established switching limits.
- (b) 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.
- (c) The application of this paragraph 37.3 shall in no way have the effect of abolishing road switcher assignments.
- (d) Yard crews may be used in excess of the miles outlined in sub-paragraph 37.3(a) only in accordance with paragraphs 37.1 and 37.2.

### **Rescue Service**

- (e) In the application of Article 37.1, yard crews may be used to bring trains into the terminal within a distance of 50 miles, provided this service is solely for rescuing trains that are disabled or cannot make the terminal prior to the expiration of hours of service.

## **ARTICLE 38 Deadheading**

**38.1** Deadheading and service may be combined and, when so combined, will be paid as actual hours on a continuous time basis with not less than a basic day for the combined service and deadheading. Employees will be notified when called if deadheading and services are to be combined.

**38.2** When deadheading is paid separately from service, employees will be paid at yard rates and on an hourly basis for the time so occupied, with a minimum payment of a basic day.

**38.3** Employees, when deadheading to exercise seniority rights or returning after having done so, will not be entitled to compensation therefore.

**38.4** Employees deadheading in connection with relief work obtained by bulletin or work claimed on a seniority basis shall not be compensated therefore but when employees are ordered by the Company to deadhead, any such deadheading shall be paid for.

**38.5** Where, in the application of the five-day work week, the Company is compelled to order employees to deadhead to a subsidiary or outlying point because;

- (a) no spare board has been established there; and
- (b) sufficient regular relief assignments cannot be set up to take care of all 'days off' (i.e. rest days);

resulting in excessive deadhead mileage being involved, representatives of the employees and of management will cooperate in working out suitable arrangements in individual cases with a view to providing relief at minimum expense to the Company.

**38.6** When an employee is entitled to compensation for deadheading the Company will provide or arrange for the necessary transportation. When railway or public transportation is not available and employees are authorized by the Company to use their private automobile, they will be reimbursed at a rate for the distance travelled via the most direct highway route as prescribed by paragraph 5.1.

(Refer to Addenda Nos. 34, 38 and 52)

## ARTICLE 39 Working Conditions — Yard Service

### Engines Properly Equipped

**39.1** Employees will not be required to work with an engine that is not properly equipped with footboards, grab irons, automatic couplers and headlights, except that such an engine may be used in emergency cases for one shift only. The use of engines not so equipped shall not be prolonged by the substitution of one engine for another or by changing them from one crew to another.

Engines equipped with operative uncoupling mechanisms, modified to enable uncoupling from the side steps of the engine, need not be equipped with footboards.

**NOTE:** Engines that are so out of repair that they leak steam, thereby obstructing the observation of signals, shall not be used, while in that condition, in yard service.

### Coupling Hose, Etc.

**39.2** Where Carmen are on duty, employees will not be compelled to couple or uncouple hoses on passenger cars in yards or to chain up cars in yards or on repair tracks.

**NOTE:** This rule will not be used by yard service employees to delay trains.

### Cabooses — Yard Service

**39.3** Employees used in transfer service will be provided with a caboose or other suitable car, properly equipped.

**39.4** Where a caboose is used on a regular basis by a yard crew, employees shall be responsible for keeping the interior of the caboose in a clean and orderly condition. When a caboose so used is changed off, the replacement caboose shall be in a clean and orderly condition. When employees are allowed to keep personal effects in a caboose, it will not be taken away before they are notified so they can remove their effects, except in emergencies.

### Shelter For Yard Service Employees

**39.5** Suitable shelter with locker accommodation will be provided for employees.

(Refer to Addendum No. 53)

### **Assignment to Hump Conductors (Yard) Positions**

**39.6** Conductors (Yard) assigned to "Hump Assignments" who come on duty for such assignments will not be required to work outdoors except as normally required by their assignment.

### **Operating Work Equipment**

**39.7** Employees assigned to work trains will not be required to handle cables or operate levers on ballast cars.

## **ARTICLE 40 Consist of Yard Crews**

**40.1** Except as otherwise provided herein, a yard crew shall consist of not less than one conductor (yard) and two Helpers. This will not interfere with the present practice otherwise, i.e., where crews consisting of a conductor (yard) and one Helper are employed on an engine. Employees will not be required to work with less than full crew.

**40.2** Where new assignments are put on at any point, the consist of the crew will be in conformity with the local recognized practice.

**40.3** The provisions of paragraphs 40.4 to 40.27 shall modify paragraphs 40.1 and 40.2 as they apply to yard crews, whether filled by yard or road service employees, at closed or open yards and shall supersede any agreement provisions in conflict therewith.

**40.4** The Company shall notify the General Chairperson and the Local Chairperson of the Union in writing of its desire to meet with respect to reaching agreement on a reduced consist of one conductor (yard) and one yard helper for crews in any class of yard or transfer service. The time and place for the Company and Union representatives to meet shall be agreed upon within 15 calendar days from the date of such notice and the parties shall meet within 21 calendar days of the date of such notice.

**40.5** The meeting shall be limited to a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the Company by advising the General Chairperson and the Local Chairperson in writing, may commence a survey period of 5 working days for the yard operations concerned, during which Union representatives may observe such operations. The survey period shall commence not less than 10 and not more than 20 calendar days from the date of the Company's advice with respect to the survey period.

**40.6** After completion of the survey period, if the parties do not agree that adequate safety can be maintained with the proposed crew consist reduction, within 60 calendar days of the completion of the survey period, the Union will give the Company specific reasons in writing why, in their opinion, adequate safety cannot be maintained. The Company by advising the General Chairperson in writing, may refer the dispute or any part thereof to the Canadian Railway Office of Arbitration. The Arbitrator shall be limited to making a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction.

**40.7** Failure to provide such specific reasons in writing within the time limit contained in paragraph 40.6 will indicate that the Union agrees that adequate safety can be maintained, and such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be made subject to the conditions set forth in paragraphs 40.14 to 40.27 inclusive.

**40.8** The time limit specified in paragraph 40.6 may be extended by mutual agreement between the parties.

**40.9** At locations where it has been determined that adequate safety can be maintained with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in consist of such crews shall be made only in accordance with the conditions set forth in this Article.

**40.10** At a yard where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the Local and General Chairperson concerned.

**40.11** An employee who has a seniority date prior to December 16, 1966 as an assistant conductor or as a yard helper shall, for the purpose of this Article, be known and designated as a "protected employee".

**40.12** Protected employees shall have the right and obligation to perform service for which they are qualified, as provided in the collective agreement, to the extent that positions are available to them in their seniority district subject to the following:

- (a) a protected employee shall not have any right to helper positions the Company discontinues pursuant to the provisions of this Article except as provided in paragraphs 40.7 to 40.16 inclusive;
- (b) a non-protected employee shall not have any right to helper positions the Company discontinues pursuant to the provisions of this Article.

**40.13** Protected employees moving from one yard to another on their seniority territory shall retain their protected employee status.

**40.14** One helper position in a reducible crew may be discontinued for each protected employee entitled to a regular position who is, subsequent to such crew being determined reducible, removed from the active working lists of Conductors (Yard), Yard Helpers, Conductors or Assistant Conductors, other than by layoff, discharge or temporary promotion to Traffic Coordinator or non-scheduled position and for each non-protected employee who is on a regular assignment or who has sufficient seniority to hold such an assignment.

**40.15** Reductions in reducible crews on the basis of non-protected employees who are holding or who are able to hold a regular assignment will not be made if such reductions would require protected employees to move from a regular yard assignment in one starting time period to a regular yard assignment in another starting time period nor if such reduction would deprive protected employees from exercising their seniority from a regular yard assignment in one starting time period to a regular yard assignment in the starting time period of the reducible crew or crews. The starting time periods are those set out in paragraph 35.3.

**40.16** Helper positions shall be discontinued at the same yard at which the protected employees were removed from the active working lists or at which a non-protected employee is holding or is able to hold a regular position, except that at yards on the 11th Seniority District where yard service is manned by yard service employees, reductions shall be effected only on the basis of protected employees and non-protected employees who are in yard service.

**40.17** Should the number of reducible crews in any yard exceed the number of helper positions that may be discontinued under the terms of this Article, the reducible helper positions to be discontinued

shall be those filled by the junior protected employee manning such reducible positions. If the application of this paragraph involves the bulletining of positions, the bulletins shall be issued only to the yard concerned.

**40.18** Where the removal of a protected employee from the active working lists by a permanent promotion to a traffic coordinator, Locomotive Engineer or non-scheduled position has resulted in a helper position in a crew being discontinued at a yard, the return of such protected employee to the working lists shall result in one discontinued helper position being re-established at that yard. When a protected employee who was promoted to traffic coordinator or non-scheduled position prior to the effective date of this Article returns to the working lists and a protected employee is promoted as a result thereof, the provisions of paragraph 40.14 shall not apply.

**NOTE:** A promotion to the position of Locomotive Engineer shall be considered permanent when a protected employee has been assigned in that capacity for a period of ninety consecutive days.

**40.19** When an assignment manned by a reduced crew is abolished, a like reduction may be made in another reducible crew subject to the provisions of paragraph 40.20.

**40.20** Notwithstanding the provisions of paragraph 40.14, if a reduction in regular yard assignments at a yard will result in protected employees becoming reduced from regular assignments at that yard, a sufficient number of helper positions which are discontinued under the provisions of paragraph 40.14 shall be filled so as to avoid such reductions from regular assignments. The helper positions concerned shall be filled only until such time as the protected employees referred to can hold other positions in regular assignments at that yard.

**40.21** When a regular yard assignment which has been posted as a reducible crew but which has not actually been reduced is bulletined and no applications are received from a protected employee for a helper position in that crew, such position need not be filled until claimed by a protected employee at that yard who is later displaced from another regular assignment or by a protected employee who has been absent during the period the assignment was under bulletin. Such positions shall again be bulletined at each change of timetable and the same conditions will apply. Reductions in crew consists of reducible crews made under the terms of this paragraph shall be in addition to those provided for in paragraph 40.14.

**40.22** A temporary vacancy in a yard helper's position in a reducible crew in which the consist has not yet been reduced shall be filled, on a tour of duty basis by the first protected employee on the yard service spare board who is available to work at the pro rata rate and, if no such employee is available, the vacancy need not be filled. This article shall not apply to such vacancies which occur in reducible crews located at subsidiary stations.

(Refer to Addendum No. 23)

**40.23** Non-protected employees on the spare board shall have no claim for penalty payments if, in the application of paragraph 40.22, they are run-around by spare protected employees.

**40.24** Notwithstanding the provisions of paragraph 40.14, reducible crews will not be operated with a reduced consist if:

- (a) such operation would result in a protected employee at the yard having insufficient seniority to hold a position (including a spare board position) at that yard; or
- (b) there are protected employees laid off at the yard who are qualified and available for work as a yard helper.

Where in the application of this paragraph the Company is required to fill a helper position in a reduced crew, the position shall be filled only until such time as the protected employee placed on the position by the Company can hold another position (including a spare board position) at that yard. While such crew is operating with two yard helpers, temporary vacancies in the helper positions need not be filled except to the extent necessary to ensure that there is one yard helper in the crew. The filling of a helper position in a reduced crew under this paragraph shall not obligate the Company to use the yard helper concerned on the 6th or 7th day of a work week.

**40.25** At a terminal where there is a series of yards, such as Halifax, Montreal and Toronto, all yards in such terminal shall, in the application of this Article, be considered as one yard.

**40.26** In the application of paragraphs 40.14 to 40.26 inclusive:

- (a) the reference in paragraph 40.12 to "the yard service spare board" shall include a joint spare board from which relief for both road and yard service is drawn;
- (b) on Seniority Districts 1 to 10 inclusive, a yard and the stations subsidiary thereto shall be considered as one yard; and
- (c) at locations other than those listed in sub-paragraph 46.12 (b), references to "regular position", "regular assignment" and "regular assignments" shall include positions regularly assigned or regularly set up in road or yard service.

#### ARTICLE 41

##### **Yard Service Employees' Work Defined**

**41.1** Except as provided in Article 12 of Agreement 4.16, the following will apply: switching, transfer and industrial work, wholly within the recognized switching limits, will at points where yard service employees are employed, be considered as service to which yard service employees are entitled, but this is not intended to prevent employees in road service from performing switching required in connection with their own train and putting their own train away (including caboose) on a minimum number of tracks. Upon arrival at the objective terminal, road crews may be required to set off 2 blocks of cars into 2 designated tracks.

**41.2** At points where yard service employees are employed and a spare list of yard service employees or a joint spare list from which yard service employees are drawn is maintained, yard service employees if available, will handle work, wreck, construction, snow plow and flanging service other than that performed continuous with a road trip in such service, and be paid at yard rates and under yard conditions.

(Refer to Addendum No. 37)

#### ARTICLE 42

##### **Assignment to Other Than Regular Duties**

**42.1** In case of accident, when the main line is blocked the first available employees may be called to handle auxiliary outfit and employees in yard service used in emergency in road service will be paid road rates and road conditions will apply.

ARTICLE 43  
**Yards Abolished**

**11th — 15th Seniority Districts inclusive**

**43.1** In the event of a yard being abolished, employees in such yard will exercise seniority in their classification on their seniority district.

**43.2** A yard will be considered abolished when work in that yard is discontinued for yard service employees without any expectation of it being re-established.

ARTICLE 44  
**Car Retarder Operators Employed in Hump Yards**

**Archived**

ARTICLE 45  
**Switchtenders**

**Archived**





**SECTION IV**

**GENERAL**



ARTICLE 46  
**Seniority Districts Road and Yard Service**

**1st Seniority District "A"**

46.1 Archived

**1st Seniority District "B"**

46.2 Archived

**2nd Seniority District**

46.3 Archived

**3rd Seniority District**

46.4 Archived

**4th Seniority District/ 19<sup>th</sup> Seniority District**

46.5 Truro to Springhill Jct.; Truro to Halifax; Windsor Jct. to Upper Musquodoboit; Southwestern Jct. to Yarmouth; Bridgewater Jct. to Bridgetown Wye; Caledonia Jct. to Caledonia; including Truro, Halifax, Springhill Jct., Dartmouth and Bridgewater Yards.

(Refer to Addenda Nos. 90A, 90B, 90C, and 90D)

**5th Seniority District**

46.6 Archived

**6th Seniority District/ 19<sup>th</sup> Seniority District**

46.7 Springhill Jct. to Saint John; Sackville to Cape Tormentine; Painsec Junction to Pointe-au-Chêne; Salisbury to Hillsboro; Petitcodiac to Havelock; including Cape Tormentine, Sackville, Saint John and Moncton Yards.

(Refer to Addenda Nos. 24, 90A, 90B, 90C, and 90D)

**7th Seniority District/ 19<sup>th</sup> Seniority District**

46.8 Moncton to Campbellton; Gloucester Jct. to Tracadie; Dalhousie Jct. to Dalhousie; Moncton to Edmunston; Kent Jct. to Richibucto; Bartibog to Heath Steele; Nepisiquit to Brunswick Mines; including Newcastle, Bathurst, Campbellton, St. Léonard, Napadogan and Edmundston Yards.

(Refer to Addenda Nos. 11, 24, 90A, 90B, 90C, and 90D)

**8th Seniority District**

46.9 Archived

**9th Seniority District**

46.10 Archived

### **10th Seniority District/ 18<sup>th</sup> Seniority District**

**46.11** Mont-Joli to Lévis; St. Charles Jct. to Joffre; Pelletier to St. André; Edmundston to Diamond; Rivière-du-Loup to Edmundston; including Rimouski, Rivière-du-Loup and Monk Yards.

**NOTE:** 10th Seniority District employees will have the right to operate their trains into Charny and Quebec over the 11th Seniority District.

(Refer to Addenda Nos. 10, 11, 43, 93A and 94)

### **11th Seniority District — Road/ 18<sup>th</sup> Seniority District**

**46.12** Quebec and Joffre to Richmond; Lévis to Montreal via Ste. Rosalie (rights of employees in the territory between Ste. Rosalie and Montreal are as defined in the Agreement of 1898 between Her Late Majesty and the Grand Trunk Railway Company); Aston Jct. to Ferry Wharf; St. Grégoire to St. Lambert; Clermont to Lairet; Quebec to Chicoutimi; Chambord to Dolbeau; Quebec to Nakina; Taschereau Yard to Noranda; Noranda to Senneterre; Barraute to Chibougamau; Triquet to Faribault Jct.; Franquet to Matagami; Quebec to Montreal via Joliette; Rivière-à-Pierre to Garneau; St. Jérôme to Fresnière; Val Royal to Grenville; Suburban Service between Central Station Montreal, Cartierville and Montreal Nord; and also includes Lac Édouard, Chambord, Dolbeau, St. Malo, Ste. Foy, Fitzpatrick, Parent, Senneterre, Noranda, Taschereau, Hearst, Garneau, Shawinigan Falls and Hawkesbury Yards;

(Refer to Addenda Nos. 4, 10, 17, 37, 93A and 94)

### **11th Seniority District — Yard/ 18<sup>th</sup> Seniority District**

**46.13** Lévis, Joffre, Ste. Rosalie, Limoilou, Jonquière, Cochrane and Joliette yards.

**NOTE:** It is understood that yards may be added to or deleted from the above seniority district as mutually agreed upon between the parties.

(Refer to Addenda Nos. 15, 93A and 94)

### **12th Seniority District/ 17<sup>th</sup> Seniority District**

**46.14** Portland to Montreal; Lewiston Jct. to Lewiston; South Paris to Norway; Cannon Jct. to Rouses Point; Brossard to Massena; Beauharnois to Ste. Martine; St. Isidore Jct. to St. Rémi; Castle Gardens to Waterloo; Farnham to Clough; St. Hyacinthe to Bellevue Jct.; Montreal to Brockville; East Alburg to Ottawa; Nepean to Whitney; Glen Robertson to Hawkesbury; Ottawa to Brent; including Portland, Island Pond, Richmond, Sherbrooke, Montreal Terminal, Coteau, Brockville, Ottawa and Rouses Point Yards.

**NOTE:** 12th Seniority District employees will have the right to operate their trains Bellevue Jct. to Sorel over the 11th Seniority District.

(Refer to Addenda Nos. 4, 15, 16, 17, 19, 37 and 54)

### **Consolidated 13th and 14th Seniority District/ 17<sup>th</sup> Seniority District**

**46.15** Brockville to Toronto; Federal to Napanee; Belleville to Lindsay; Madoc Junction to Madoc; Picton to Lake St. Peter; Millbrook to Lakefield; Scarboro to Haliburton; Blackwater to end of Steel; Toronto to Nanticoke, including Beach Spur; Georgetown to Burlington; Simcoe Junction to Port Dover; Suspension Bridge to Port Huron; Bayview to Hamilton West; Brantford to Tillsonburg Junction;

Petrolia Junction to Petrolia; Suspension Bridge to Windsor via Welland Junction and St. Thomas; Welland Junction to Fort Erie; Merritton to Port Robinson; Welland Junction to Port Colborne; Komoka to Glencoe; Goderich to Black Rock; Toronto to Sarnia via Stratford; Lynden to Owen Sound; Parkhead to Wiarton; Durham to Kincardine; Southampton to Harriston; Listowel to Stratford; London East to St. Mary's Junction; Hyde Park to Clinton Junction; Elmira to Kitchener; including Kingston, Belleville, Cobourg, Trenton, Peterboro, Lindsay, Toronto Terminal, Hamilton, Niagara Falls, Fort Erie, Port Colborne, Brantford, Oakville, Guelph, Kitchener, St. Thomas, Stratford, London, Chatham, Windsor, Sarnia, Palmerston, Goderich, Woodstock, Welland, Oshawa, St. Catharines and Talbotville Yards.

**NOTE:** Consolidated 13th and 14th Seniority District employees will have the right to operate their trains Federal to Ottawa over the 12th Seniority District.

(Refer to Addenda Nos. 25 and 54)

#### **15th Seniority District/ 17<sup>th</sup> Seniority District**

**46.16** Toronto to North Bay via Barrie; Georgetown to Barrie; Barrie to Meaford; Orillia to Midland; Angus to end of track; Colwell to Penetang; Toronto to Armstrong via South Parry; South Parry to Depot Harbour; Falconbridge to Sudbury to Clarabelle; Brent to Capreol; Longlac to Current; Hillspoint to Manitouwadge; including Barrie, Midland, Gravenhurst, South Parry, Sudbury, Brent, North Bay, Capreol, Hornepayne, Nakina and Armstrong Yards.

**NOTE 1:** 15th Seniority District employees will have the right to operate their trains Georgetown to Burlington and Hamilton over the Consolidated 13th - 14th Seniority District. 15th Seniority District employees will have the right to operate their trains into Thunder Bay.

**NOTE 2:** Under the terms of paragraph 47.7, yard assignments established at Midland will be manned by Yard Service Employees from the 15th Seniority District.

(Refer to Addenda Nos. 15 and 54)

#### **Seniority Lists**

**46.17** Seniority lists containing the correct seniority standing of all road and yard service employees will be posted in conspicuous places at terminals in January of each year. Seniority lists will show date posted and employees including those absent for any reason will have 60 days from that time to appeal their relative standing thereon. A copy of such seniority lists will be furnished to the Local and General Chairpersons. This 60-day limitation will apply in the case of road and/or yard service employees on leave of absence for any reason, from the date of resuming duty.

#### **Runs Over More Than One Seniority District**

**46.18** Unless otherwise arranged, runs in road service extending over more than one seniority district will be manned by employees from each of the seniority districts involved, proportionately as nearly as possible, on a mileage basis.

(Refer to Addenda Nos. 27, 42 and 50)

#### **New Lines or Extensions**

**46.19** Preference in manning new lines or extensions will be given to employees on the seniority district from which new line diverts, regardless of the mileage of such new trackage. When a new line connects two seniority districts, work will be manned equally between those districts.

## **Company Officers Seniority**

**46.20** All Company officers currently on the seniority roster and holding management positions on December 31, 2006 will be permanently removed from the TCRC-CTY seniority list(s).

- a) Any TCRC-CTY member who accepts a management position after the date of ratification, (April 28, 2005), will continue to accumulate seniority for up to one calendar year. Upon completion of one calendar year such employee will be permanently removed from the TCRC-CTY seniority list(s).
- b) In the application of sub-paragraph a) herein, any Company Officer who returns to the ranks and subsequently accepts a management position will be immediately and permanently removed from the TCRC-CTY seniority list(s).

**NOTE:** Any individual occupying an accommodated position in management may, at the Union's discretion, apply to have his/her seniority protected. The decision will be at the Union's discretion, and is not subject to appeal.

## **ARTICLE 47 Interchangeable Seniority Rights Road and Yard Service**

### **Seniority Districts 12 to 15 Inclusive**

**47.1** The name of each employee who has a seniority date as an assistant conductor prior to September 18, 1969, shall be placed in seniority order on the seniority list for yard helpers on his seniority district with a seniority date of September 18, 1969. Such an employee shall rank senior as a yard helper to other employees on that list who have a seniority date of September 18, 1969.

**47.2** The name of each employee who has a seniority date as an assistant conductor on or after September 18, 1969, shall be placed on the seniority list for yard helpers on his seniority district with a seniority date identical to his seniority date as an assistant conductor.

**47.3** The name of each employee who has a seniority date as a yard helper prior to September 18, 1969 shall be placed in seniority order, on the seniority list for assistant conductor on his seniority district with a seniority date of September 18, 1969. Such an employee shall rank senior as an assistant conductor to other employees on that list who have seniority date of September 18, 1969.

**47.4** The name of each employee who has a seniority date as a yard helper on or after September 18, 1969, shall be placed on the seniority list for assistant conductors on his seniority district with a seniority date identical to his seniority date as a yard helper.

**47.5** Joint spare boards shall not be established to perform spare work in yard service within Montreal and Toronto terminals.

**47.6** Except as provided by paragraph 47.8, joint spare boards whose complement shall be drawn from road service seniority lists shall be maintained at Toronto and/or Montreal terminals, to provide relief for open yards at subsidiary stations thereto.

**47.7** At locations other than Toronto and Montreal terminals, joint spare boards may be established to perform spare work in both road and yard service.

47.8 At a location where a separate spare board for yard service is maintained, qualified employees from either the conductors' (yard) or yard helpers' spare board may be used in road service when there are no road service employees available and qualified employees from the road, joint or conductors' spare board may be used in yard service when there are no yard service employees available.

#### List of Closed Yards

47.9 At the locations listed hereunder, assignments in road service shall be filled from the Road Service Employee's seniority lists and assignments in yard service shall be filled from the Yard Service Employee's seniority lists:

Portland	Toronto	St. Thomas
Island Pond	Oshawa	Niagara Falls
Richmond	Hamilton	St. Catharines
Sherbrooke	Brantford	Welland
Montreal	Woodstock	Fort Erie
Brockville	London	Port Colborne
Ottawa	Sarnia	Chatham
Belleville	Stratford	Oakville
Trenton	Kitchener	Barrie
Peterboro	Guelph	Gravenhurst
Lindsay	Goderich	South Parry
Midland	Windsor	Capreol

47.10 If joint spare boards are maintained to perform spare work in yard service at the locations listed in paragraph 47.9, as far as is practicable they shall be manned by employees from both the Road and the Yard seniority lists. The ratio of road service-to-yard service employees manning such boards shall be, as far as is practicable, proportionate to the number of employees from the respective seniority lists actually required to perform the service rendered by the spare board during the previous semi-monthly checking period (15th and end of month). The ratio shall be preserved, as close as is practicable, when the board is adjusted.

#### Open Yards

47.11 At locations other than those listed in Paragraph 47.9, both road service and yard service assignments as well as joint spare boards shall be manned from the road service seniority lists and the filling of yard service assignments shall be governed by the yard service provisions of Articles 48 and 49. In the application of those provisions, at the Spring or Fall change of timetable, conductors shall be considered conductors (yard) and assistant conductors shall be considered yard helpers and such designation will continue for the life of the timetable. Road service employees on joint spare boards or laid off will be considered as yard service employees.

#### Change of Service Date

47.12 At the change of service date:

- (a) each assignment and spare board position shall be bulletined and employees shall be assigned to:
  - (1) road service;
  - (2) yard service; or
  - (3) joint spare board which is considered neither road nor yard service, being a combination of both;



- (b) on Seniority Districts 1 "A" and 15, the "change of service date" shall be the Spring and Fall change of timetable, and bulletins shall be issued to the Seniority District;
- (c) on Seniority Districts 1 "B" to 10 inclusive the "change of service date" shall be the Spring change of timetable, and bulletins shall be issued to the Seniority District;
- (d) on the 12th and Consolidated 13th and 14th Seniority Districts, the "change of service date" shall be the Spring and Fall change of timetable, and bulletins shall be issued to the terminal or yard out of which the assignment operates;
- (e) except as otherwise provided in this Article, employees will only be able to change from road service to yard service and vice versa at a change of service date.

**47.13** In the application of paragraph 47.12 and 47.14 at other than Hamilton, Brantford, Woodstock, London, Sarnia, Stratford, Kitchener, Guelph, Goderich, Windsor, St. Thomas, Niagara Falls, Welland, Fort Erie, Port Colborne, Chatham, St. Catharines and Oakville, a terminal or yard and its subsidiary stations shall be considered as one terminal or yard.

**47.14** At a change of service date, employees having insufficient seniority to hold the positions for which they have applied and those failing to submit sufficient applications or to exercise their seniority within the prescribed time limits will be assigned in seniority order to positions for which no applications have been received.

**NOTE:** In the application of this paragraph, employees will be given choice of unfilled permanent vacancies in seniority order and after all employees have been so offered choices, vacancies that remain will be filled, commencing with the junior employee.

**47.15** On Seniority Districts 1 to 10 inclusive, employees holding regular assignments in yard service shall be considered senior in yard service (other than at a change of service date) to employees assigned to a joint spare board. Notwithstanding the foregoing sentence, employees assigned to a joint spare board shall have the option of displacing the junior employee on a regular assignment in yard service at the terminal (including stations subsidiary thereto) in order to avoid having to leave the terminal to hold work.

**47.16** Not more than one-third of the yard staff will be permitted to choose road service at one time; nor will more than an equivalent of a third of the total number of the yard staff be permitted to enter yard service from the road at one time.

**47.17** When there are no qualified conductors available in road service or on road, joint or conductors' spare boards to protect a conductor's vacancy, the junior available qualified conductor assigned to yard service at the terminal will be used. Conversely, when there are no qualified conductors (yard) available in yard service or on yard, joint, or conductors (yard) spare boards to protect a conductor (yard) vacancy, the junior available qualified conductor (yard) assigned to road service at the terminal will be used. In such instances, the rates of pay and conditions governing the service performed will apply. Employees so used will be returned to their regular service when released.

**47.18** Except as provided by paragraph 47.15, employees assigned to road service at a change of service date who for any reason are displaced from their assignments will, within 72 hours:

- (a) (1) exercise their seniority in the classification to which last assigned in road service on their seniority district; or
- (2) exercise their seniority to the joint spare board at any terminal on their seniority district;

then, if unable to hold work in road service or on the joint spare board in accordance with the sub-paragraph (a):

- (b) (1) at the terminal or yard to which assigned, exercise their seniority in yard service at that terminal or yard; or
- (2) on the seniority district, exercise their seniority in yard service in any yard on their seniority district;
- (c) employees electing to exercise seniority in yard service as provided in sub-paragraph (b) will be governed by the provisions of paragraphs 47.14 and 47.15 and may exercise seniority to temporary or permanent vacancies/assignments in yard service which are subsequently bulletined and may return to road service when entitled to a regular assignment therein, including spare board assignments. Employees who fail to return to road service when entitled to do so will be assigned to yard service until the next change of service date.

**47.19** Employees assigned to yard service at a change of service date who for any reason are displaced from their assignments will, within 72 hours:

- (a) (1) exercise their seniority in the classification to which last assigned in yard service on their seniority district; or
- (2) exercise their seniority to the joint spare board at any terminal on their seniority district;

then, if unable to hold work in yard service or on the joint spare board in accordance with the sub-paragraph (a):

- (b) (1) at the terminal or yard to which assigned, exercise their seniority in road service at that terminal or yard; or
- (2) on the seniority district, exercise their seniority in road service at any terminal on their seniority district;
- (c) employees electing to exercise seniority in road service as provided in sub-paragraph (b) will be governed by the provisions of paragraphs 47.14 and 47.15 and may exercise seniority to temporary or permanent vacancies/assignments in road service which are subsequently bulletined and may return to yard service when entitled to a regular assignment therein, including spare board assignments. Employees who fail to return to yard service when entitled to do so will be assigned to road service until the next change of service date.

### **Seniority Districts 1 to 10**

**47.20** Employees in yard service failing to exercise their seniority within 72 hours will only be permitted to displace the junior employee in yard service regularly assigned at the terminal to which assigned. Employees absent for any reason at the time displaced will exercise their seniority when they subsequently first report on or off duty.

### **General**

**47.21** Positions governed by this Article shall be filled in accordance with Articles 48, 49 and 56.

## Seniority District 11

**47.22** The name of each employee who has a seniority date as an assistant conductor prior to April 1, 1991, shall be placed in seniority order on the seniority list for yard helpers on his or her seniority district with a seniority date of April 1, 1991. Such an employee shall rank senior as a yard helper to other employees on that list who have a seniority date on April 1, 1991.

**47.23** The name of each employee who has a seniority date as an assistant conductor on or after April 1, 1991, shall be placed on the seniority list for yard helpers on his or her seniority district with a seniority date identical to his or her seniority date as an assistant conductor.

**47.24** The name of each employee who has a seniority date as a yard helper on or after April 1, 1991 shall be placed in seniority order, on the seniority list for brakemen on his or her seniority district with a seniority date of April 1, 1991. Such an employee shall rank senior as a brakeman to other employees on that list who have seniority date of April 1, 1991.

**47.25** The name of each employee who has a seniority date as a yard helper on or after April 1, 1991, shall be placed on the seniority list for assistant conductors on his or her seniority district with a seniority date identical to his or her seniority date as a yard helper.

**47.26** At a location where a separate spare board for yard service is maintained, qualified employees from the yard service spare board may be used in road service when there are no road service employees available and qualified employees from the road service spare board may be used in yard service when there are no yard service employees available.

## List of Closed Yards

**47.27** At locations listed hereunder, assignments in road service shall be filled from the road service employees' seniority lists and assignments in yard service shall be filled from the yard service employees' seniority lists:

Jonquière  
Joffre  
Limoilou

**47.28** If joint spare boards are established to perform spare work in yard service at the locations listed in paragraph 47.29, as far as is practicable they shall be manned by employees from both the road and the yard seniority lists. The ratio of road service-to-yard service employees manning such boards, shall be, as far as practicable, proportionate to the number of employees from the respective seniority lists actually required to perform the service rendered by the spare board during the previous semi-monthly checking period (15<sup>th</sup> and end of month). The ratio shall be preserved, as close as is practicable, when the board is adjusted.

## Open Yards

**47.29.** At locations other than those listed in paragraph 47.27, both road service and yard service assignments as well as joint spare boards shall be manned from the road service seniority list and the filling of yard assignments shall be governed by the yard service provisions of Article 48 (Bulletining and Filling of Positions) and 49 (Manning Temporary Vacancies and Temporary Assignments) of Agreement 4.16. In the application of those provisions, at the Spring or Fall change of timetable, conductors shall be considered yard foremen and brakemen shall be considered yard helpers and such designation will continue for the life of the timetable. Road service employees on joint spare boards or laid off will be considered as yard service employees.

## Change of Service Date

**47.30** At the change of service date:

- (a) each assignment and spare board position shall be bulletined and employees shall be assigned to:
  - (1) road service
  - (2) yard service; or
  - (3) joint spare board which is considered neither road nor yard service, being a combination of both;
- (b) the "change of service date" shall be the Spring and Fall change of timetable, and bulletins shall be issued to the terminal or yard out of which the assignments operates;
- (c) except as otherwise provided in this article, employees will only be able to change from road service to yard service and vice versa at a change of service date.

**47.31** At a change of service date, employees having insufficient seniority to hold the positions for which they are applied and those failing to submit sufficient applications or to exercise their seniority within the prescribed time limits will be assigned in seniority order to positions for which no applications have been received.

**Note:** In the application of this paragraph, employees will be given choice of unfilled permanent vacancies in seniority order and after all employees have been so offered choices, vacancies that remain will be filled, commencing with the junior employee.

**47.32** Not more than one-third of the yard staff will be permitted to choose road service at one time; nor will more than an equivalent of a third of the total number of the yard staff be permitted to enter yard service from the road at one time.

**47.33** When there are no qualified conductors available in road service or on road, joint or conductors' spare boards to protect a conductor's vacancy, the junior available qualified conductor assigned to yard service at the terminal will be used. Conversely, when there are no qualified yard foremen available in yard service or on yard, joint, or yard foremen's spare boards to protect a yard foreman's vacancy, the junior available qualified yard foreman assigned to road service at the terminal will be used. In such instances, the rates of pay and conditions governing the service performed will apply. Employees so used will be returned to their regular service when released.

**47.34** Employees assigned to road service at a change of service date who for any reason are displaced from their assignments will, within 72 hours:

- (a)
  - (1) exercise their seniority in the classification to which last assigned in road service on their seniority district; or
  - (2) exercise their seniority to the joint spare board at any terminal on their seniority district;then, if unable to hold work in road service or on the joint spare board in accordance with the sub-paragraph (a):
- (b)
  - (1) at the terminal or yard to which assigned, exercise their seniority in yard service at that terminal or yard; or

- (2) on the seniority district, exercise their seniority in yard service in any yard on their seniority district;
- (c) employees electing to exercise seniority in yard service as provided in sub-paragraph (b) will be governed by the provisions of paragraph 47.31 and may exercise seniority to temporary or permanent vacancies/assignments in yard service which are subsequently bulletined and may return to road service when entitled to a regular assignment therein, including spare board assignments. Employees who fail to return to road service when entitled to do so will be assigned to yard service until the next change of service date.

**47.35** Employees assigned to yard service at a change of service date who for any reason are displaced from their assignments will, within 72 hours;

- (a)
  - (1) exercise their seniority in the classification to which last assigned in yard service on their seniority district; or
  - (2) exercise their seniority to the joint spare board at any terminal on their seniority district;

then, if unable to hold work in yard service or on the joint spare board in accordance with the sub-paragraph (a):

- (b)
  - (1) at the terminal or yard to which assigned, exercise their seniority in road service at that terminal or yard; or
  - (2) on the seniority district, exercise their seniority in road service at any terminal on their seniority district;
- (c) employees electing to exercise seniority in road service as provided in sub-paragraph (b) will be governed by the provisions of paragraph 47.31 and may exercise seniority to temporary or permanent vacancies/assignments in road service which are subsequently bulletined and may return to yard service when entitled to a regular assignment therein, including spare board assignments. Employees who fail to return to yard service when entitled to do so will be assigned to road service until the next change of service date.

**General**

**47.36** Positions governed by this Article shall be filled in accordance with Articles 48 (Bulletining and Filling of Positions), 49 (Manning Temporary Vacancies and Temporary Assignments) and 56 (Spare Boards) of this Agreement.

**ARTICLE 48  
Bulletining and Filling of Positions**

**Permanent Positions — Road Service**

**48.1** Except as provided by paragraphs 47.9 to 47.17 inclusive between changes of timetable/change of service dates:

- (a) on Seniority District 1 to 11 inclusive:
  - (1) permanent vacancies;

- (2) permanent new district assignments anticipated to be of more than 90 days in duration;
- (3) temporary new assignments anticipated to be of more than 7 but less than 90 days in duration;
- (4) positions on spare boards, when additional spare employees are required and there are no employees on the Seniority District on cut-off or laid-off status; and
- (5) work trains and seasonal assignments;

will be bulletined on the applicable Seniority District for 7 days and the senior qualified applicant therefor will be assigned;

(b) on the former 12th Seniority District:

- (1) permanent vacancies;
- (2) permanent new district assignments anticipated to be of more than 90 days in duration;
- (3) positions on spare boards, when additional spare employees are required and there are no employees on the Seniority District on cut-off or laid-off status; and
- (4) temporary new assignments anticipated to be of more than 7 but less than 90 days in duration;

will be bulletined at the home station of the assignment (and stations subsidiary thereto) for 7 days and the senior qualified applicants therefor will be assigned;

- (5) work train and seasonal assignments will be bulletined to the Seniority District for 7 days and the senior qualified applicant will be assigned.

(c) on the former Consolidated 13th/14th Seniority District:

- (1) permanent vacancies;
- (2) permanent new district assignments anticipated to be of more than 90 days in duration; and
- (3) positions on spare boards, when additional spare employees are required and there are no employees on the Seniority District on cut-off or laid-off status;

will be bulletined to the Seniority District for 7 days and the senior qualified applicants therefor will be assigned, except that:

- (4) temporary new assignments anticipated to be of more than 7 but less than 90 days in duration;
- (5) runs involving the equalization of mileage; and
- (6) work trains and seasonal assignments;

will be bulletined at the home station of the assignment (and stations subsidiary thereto) for 3 days and the senior qualified applicants therefor will be assigned;

(d) on the 15th Seniority District:

- (1) permanent vacancies;
- (2) permanent new district assignments anticipated to be of more than 90 days in duration;
- (3) temporary new assignments anticipated to be of more than 7 but less than 90 days in duration;
- (4) positions on spare boards, when additional spare employees are required and there are no employees on the Seniority District on cut-off or laid-off status; and
- (5) seasonal assignments;

will be bulletined to the seniority district for 7 days and the senior qualified applicants therefor will be assigned except that for work train assignments, bulletins will be posted and applications received from employees home stationed on:

- the Superintendent's territory, Thunder Bay, for work trains on the Kinghorn Subdivision (between Thunder Bay and Jellicoe),
- the Assistant Superintendent's territory, Hornepayne, for work trains on the Ruel Subdivision (between Foleyet and Hornepayne), the Caramat Subdivision (between Hornepayne and Armstrong) and the Kinghorn Subdivision (between Longlac and Jellicoe),
- the Assistant Superintendent's territory, Capreol, for work trains on the Ruel Subdivision (Capreol to Foleyet), the Bala Subdivision (Capreol to South Parry) and the Alderdale Subdivision (Capreol to Brent), including Sudbury terminals,
- the Superintendent's territory, Toronto, for work trains on the Bala Subdivision (Toronto to South Parry), the Newmarket Subdivision (Parkdale to Nipising), the Midland Subdivision, the Beeton Subdivision and the Meaford Subdivision;

(e) in the application of this paragraph, work train assignments of less than 7 days in duration will be filled by employees in unassigned service at the terminal from which such assignments will operate.

**NOTE:** In the application of this paragraph, when assignments are bulletined to work five days per week and "if and when required" on the sixth day, employees will be notified on or before completion of work on the fifth day if they are required to work on the sixth day.

**48.2** There shall be two changes of timetable, Spring and Fall and at a change of timetable, all district assignments and spare board positions will be bulletined 7 days previous to the effective date of the change as provided in paragraph 48.1:

(a) except that on the 12th and Consolidated 13th and 14th Seniority Districts, notwithstanding the provisions of paragraphs 47.10 to 47.14 inclusive:

- (1) permanent vacancies due to separation from service; and
- (2) totally new District assignments not in effect during the previous timetable coinciding with a Spring or Fall change of timetable;

will not be advertised on the change of timetable bulletin but will be advertised to the seniority district on the first bulletin following the change of timetable date.

(b) at a change of timetable:

- (1) employees having insufficient seniority to hold the District positions for which they have bid; and
- (2) employees failing to submit sufficient applications or to exercise their seniority within the prescribed time limits;

will be assigned to positions for which no applications have been received as prescribed by paragraph 47.14 and the note thereto.

**NOTE:** At change of timetable, for assignments on which the on duty time is 0001 or later on the effective date of the timetable change and for the purposes of manning such assignments, the change of timetable will be considered to have occurred at 2200 hours on the day before such effective date.

**48.3** When additional unassigned crews are required at any point, bulletins will be posted and the senior applicants will be assigned thereto, unless otherwise mutually agreed between the proper officer of the Company and the General Chairperson.

**48.4** Except as provided in Article 47, when the schedule of a run is changed:

- (a) from daily to daily except Sunday; or
- (b) from a local to a through run, or vice versa; or
- (c) the mileage of a passenger run is increased or decreased 600 pay miles per month, for each crew in a set of runs; or
- (d) the mileage of a freight run is increased or decreased 300 pay miles per month, for each crew in a set of runs; or
- (e) when the point of layover is changed; or
- (f) the leaving or arrival time changed, 3 hours or more; or
- (g) a change in the layover at either terminal of more than 6 hours;

the run will be bulletined as prescribed by paragraph 48.1 and the employees on such runs will be permitted to remain on the assignment during the period of bulletin or exercise their seniority in accordance with Article 54.

(Refer to Addendum No. 27)

#### **Permanent Positions — Yard Service**

**48.5** Except as provided by paragraphs 47.9 to 47.17 inclusive, between changes of timetable/change of service dates on Seniority Districts 1 to 15 inclusive:

- (a) permanent vacancies; and
- (b) permanent new district assignments;



will be bulletined on the applicable Seniority District and the senior qualified applicant therefore will be assigned, except that:

- (c) positions on conductors (yard) spare boards will be bulletined to the terminal or yard at which such spare board exists, for 72 hours and the senior qualified applicant therefore will be assigned; if no applications are received however, such positions will be bulletined on the applicable seniority district for 7 days and the senior qualified applicant therefore will be assigned.

**48.6** There shall be two changes of timetable, Spring and Fall and at a change of timetable all district assignments and spare board positions will be bulletined 7 days previous to the effective date of the change as provided by paragraph 48.5:

- (a) except that on the 12th and Consolidated 13th and 14th Seniority Districts, notwithstanding the provisions of paragraphs 47.10 to 47.14 inclusive:
  - (1) permanent vacancies due to separation from service; and
  - (2) totally new district assignments, not in effect during the previous timetable, which coincide with a Spring or Fall change of timetable;

will not be advertised on the change of timetable bulletin but will be advertised to the seniority district on the first bulletin following the change of timetable date;

- (b) at a change of timetable:
  - (1) employees having insufficient seniority to hold the District positions for which they have bid; and
  - (2) employees failing to submit sufficient applications or to exercise their seniority within the prescribed time limits;

will be assigned to positions for which no applications have been received.

**48.7** Except as provided in Article 47:

- (a) when the starting time of a yard assignment is changed more than one hour; or
- (b) a change is made in the assigned days of a yard assignment;

such assignment will be bulletined at the terminal for 3 days and the senior qualified applicant will be assigned. When the starting time of a yard assignment is changed one hour or less, each employee on the assignment affected will have the option of remaining on the assignment or exercising seniority and if any such employee does not wish to remain on the assignment, the resultant vacancy will be bulletined to the terminal for 3 days and the senior qualified applicant will be assigned.

## Filling Permanent Positions When No Applications are Received

### Road Service

48.8 Should no applications be received:

(a) from a qualified conductor for a conductors' vacancy (including assistant passenger conductor's vacancies or positions on a conductor's spare board):

- (1) the junior qualified conductor in road service not working as such at or out of the terminal from which such assignment operates (or station subsidiary thereto) will be assigned; if none
- (2) the junior qualified conductor on the furlough board at the terminal, who will be required to respond in accordance with paragraph 91.8 hereof, will be assigned; if none
- (3) the junior qualified conductor not working as such in road service or on the furlough board, as the case may be, on the seniority district will be assigned.

**NOTE 1:** Sub-paragraph 48.8 (a)(3) will not apply to filling positions on a conductors' spare board.

(b) for an assignment as baggage handler or assistant conductor:

- (1) the junior protected freight employee on the furlough board at the terminal, who will be required to respond in accordance with Paragraph 91.8 hereof, will be assigned; if none
- (2) the senior employee who is either cut-off at the terminal or who is working at another terminal with right of re-call, as set out in Paragraphs 55.6 to 55.9 inclusive, will be assigned; if none
- (3) the senior laid-off employee at the terminal, as set out in paragraphs 55.1 to 55.6, inclusive, will be assigned; if none
- (4) the junior qualified employee assigned to the spare board at the terminal from which the assignment operates will be assigned.

**NOTE:** In the application of this sub-paragraph 48.8 (b), when the junior employee on the furlough board, as set out in sub-paragraph (1) is senior to the junior qualified employee on the spare board as set out in sub-paragraph (4), the provisions of sub-paragraphs (1), (2) and (3), will not be invoked and the vacancy will be filled pursuant to sub-paragraph (4).

(c) on the 17th Seniority District and on the former 11th Seniority District, when additional spare board employees are required between changes of timetable and no employees can be obtained pursuant to sub-paragraphs 48.8 (b) (1), (2) and (3), such positions will be bulletined over the seniority district for 7 days and the senior applicant will be assigned.

(d) for the purpose of this paragraph 48.8, service on joint spare boards will be considered as road service, and on the former 11th Seniority District, "road service" will include service in open yards.

(e) When no applications are received for bulletined positions on temporary and/or seasonal assignments, including work train assignments, such unbid vacancies will be filled as provided

by paragraph 49.26, and, only after exhausting those provisions, the provisions of this sub-paragraph 48.8 (b) will prevail.

#### **Yard Service**

**48.9** Should no applications be received:

(a) for a district position as conductor (yard), (including a position on a conductor (yard) spare board):

- (1) the junior qualified conductor (yard) working as yard helper at the terminal or stations subsidiary thereto will be assigned; if none
- (2) the junior qualified conductor (yard) on the furlough board at the terminal, who will be required to respond in accordance with paragraph 91.8 hereof, will be assigned; if none
- (3) the junior qualified conductor (yard) working as yard helper or on the furlough board, as the case may be on the seniority district will be assigned.

**NOTE:**This sub-paragraph 48.9 (a)(3) will not apply to filling positions on a conductors' (yard) spare board.

(b) For a district position as yard helper:

- (1) the junior protected freight employee on the furlough board at the terminal, who will be required to respond in accordance with paragraph 91.8 hereof, will be assigned; if none
- (2) the senior employee who is either cut-off at the terminal or who is working at another terminal with right of re-call, as set out in paragraphs 55.6 to 55.9, inclusive, will be assigned; if none
- (3) the senior laid-off employee at the terminal, as set out in paragraphs 55.1 to 55.6, inclusive will be assigned; if none
- (4) the junior qualified employee assigned to the spare board at the terminal (including stations subsidiary thereto) where the assignment operates will be assigned.

**NOTE:** In the application of this sub-paragraph 48.9 (b), when the junior employee on the furlough board, as set out in sub-paragraph (1) is senior to the junior qualified employee on the spare board as set out in sub-paragraph (4), the provisions of sub-paragraphs (1), (2) and (3), will not be invoked and the vacancy will be filled pursuant to sub-paragraph (4).

(c) For the purposes of this paragraph 48.9, an employee on a joint spare board will be considered to be working as a yard helper.

(d) When no applications are received for bulletined positions on temporary and/or seasonal assignments, such unbid vacancies will be filled as provided by Paragraph 49.26 and, only after exhausting those provisions, the provisions of this sub-paragraph 48.8 (b) will prevail.

#### **General Provisions — Road and Yard**

**48.10** Employees bidding on new district assignments or permanent vacancies on existing district assignments will make application on the proper form and file copy of such application with the Local Chairperson; such application may not be withdrawn or cancelled after the expiration of the bulletin.

**48.11** An employee, while filling a temporary vacancy or temporary assignment, may submit an application for any permanent vacancy on an existing District assignment or new district assignment which may be bulletined and, if the successful applicant therefore, may opt to continue on the temporary vacancy until displaced or until the temporary assignment is discontinued.

**48.12** Employees absent for any reason during the entire period that new district assignments or permanent vacancies on existing district assignments are under bulletin may, within 7 days after resuming duty, exercise their seniority to such assignments. However, employees who are displaced from a district assignment including employees described in Paragraph 55.8, must place themselves within 72 hours from the time of displacement. Those employees who do not place themselves within this time limit will be placed and will thereafter have no further right of displacement.

**48.13** Employees who bid from one district assignment to another will not be permitted to again bid the district position last vacated until such time as a subsequent vacancy occurs on that position.

**48.14** In the application of this Article:

- (a) an employee who is regularly assigned as a conductor will not be permitted to exercise seniority on a temporary vacancy or a temporary assignment, other than as a conductor. However, such employees will be permitted to exercise seniority, other than as a conductor, to permanent vacancies in road service; and
- (b) on Seniority Districts 11 to 15 inclusive, an employee who is regularly assigned as conductor (yard) will not be permitted to exercise seniority on a temporary vacancy or a temporary assignment, other than as a conductor (yard) or a car retarder operator. However, such an employee will be permitted to exercise seniority, other than as a conductor (yard)/car retarder operator, to permanent vacancies in yard service.

**48.15** Employees exercising their seniority to a permanent vacancy on a district assignment at another terminal shall be considered as regularly assigned to such other terminal.

**48.16** Employees filling temporary assignments that are discontinued may subsequently:

- (a) return to their regular assignments; or
- (b) exercise their seniority on temporary vacancies or temporary assignments in accordance with paragraph 49.23.

**48.17** An employee on a district position on a regular or regular relief assignment in yard service who takes another district position on a regular or regular relief assignment in yard service, or an employee on a district position on a spare board who takes a district position on a regular or regular relief assignment in yard service, will take the conditions of that assignment.

**48.18** An employee on a district position on a regular or regular relief assignment who takes a district position on a spare board will take the conditions attached to the spare board.

**NOTE:** It is understood that paragraphs 48.17 and 48.18 recognize the objective of restricting or permitting yard service employees to 5 straight-time shifts in the work week of any assignment or transfer from one assignment to another.

**48.19** When an employee commences pre-retirement vacation, the vacancy resulting therefrom shall be recognized as a permanent vacancy.

## **Permanent Shortage of Employees (Voluntary Basis)**

**48.20** Where permanent shortages exist, they will be addressed in the following manner:

**48.21** Bulletins will be issued at the Change of Card or otherwise when required to Eastern Canada for a period of 15 days, inviting applications from employees who are regularly assigned to a home terminal that is a surplus location in the district who wish to relocate to a shortage location.

**48.22** If shortages still remain, the positions will be bulletined system wide on the same basis to all qualified employees.

**48.23** Relocation opportunities will be awarded on a seniority basis. The successful applicants will be required to report to their new home terminal within 30 days of being notified that they have been awarded a position.

**48.24** Employees who relocate pursuant to these provisions will be required to remain at the new location for a period of at least 3 calendar years from the date they commence working at the new location. In the event employees are unable to hold work at the new location they will be entitled to relocate temporarily to another location.

**48.25** Protected employees who move from one seniority district to another will maintain the applicable furlough board guarantees on the new seniority district for a period of 3 calendar years from the date they make their first tour of duty at the new location.

**48.26** Nothing in this paragraph will preclude employees from exercising seniority if unable to hold work at the shortage location. An employees' first obligation will be to protect work at the shortage location, and must accept recall to that location, unless having completed the 3 calendar year period.

**48.27** Employees governed by any CCROU collective agreement will be eligible to apply for either temporary or permanent shortage bulletin. Preference will be given to employees working in the classification which the Company requires at the shortage location. Employees seniority will be protected while protecting shortages under this article, and will not be subject to recall.

## **Relocation Allowances**

**48.28** As per Article 79 of Agreement 4.16.

## **ARTICLE 49**

### **Manning of Temporary Vacancies and Temporary Assignments**

#### **Assistant Conductors'/Yard Helpers' Positions**

**49.1** When they occur:

(a) all vacancies (including those due to sickness or injury) and temporary assignments of less than 7 calendar days duration in Road Service and less than 5 working days duration in Yard Service will be filled by employees from the spare board;

(b) when a position which is filled as a temporary vacancy is subsequently bulletined as a permanent vacancy and not filled by the successful applicant, such temporary vacancy;

(1) will be bulletined again as a new temporary vacancy, and

- (2) the present occupant will remain on the position until it is awarded as a new temporary vacancy.
- (c) at a subsidiary station, the employee who first works a vacancy or assignment as heretofore described in this paragraph will remain on the assignment until the position is awarded by bulletin; until actually displaced by the successful applicant to such bulletin; or, until completion of the last tour of duty immediately prior to the first assigned rest day of the assignment.

#### **Conductors'/ Conductors' (Yard) Positions**

##### **49.2**

- (a) A temporary vacancy of less than 7 calendar days duration in Road Service and of less than 5 working days duration in Yard Service will be filled on a tour of duty basis by the senior available qualified conductor/conductor (yard) not working as such in the crew in which the vacancy occurs. The "crew" shall include only those employees working in the crew who are either assigned to, or filling temporary vacancies of 7 calendar days or more in such crew in Road Service and 5 working days or more in Yard Service.
- (b) The provisions of sub-paragraph (a) above do not apply to vacancies in conductors' positions established pursuant to sub-paragraphs 27.5. When a conductor is required on a tour of duty basis, the position will be filled as provided by paragraph 49.3 if no conductors are available in accordance with paragraph 49.3, the provisions of paragraphs 49.5 to 49.7 shall apply.

**NOTE:** In the application of sub-paragraph (b), when an assistant conductor is also employed on the train and such assistant conductor is qualified, the senior of the two employees will work as conductor and the junior of the two as assistant conductor.

#### **Conductors' Positions — Road Service**

**49.3** In the event there is no available qualified Conductor as described in paragraph 49.2, the following will apply:

- (a) at a location where a conductors' spare board is maintained, the vacancy will be filled by conductors on such spare board; or
- (b) if there are no conductors available on such spare board, or at locations where no conductor's spare board is maintained, vacancies will be filled by the first available qualified conductor on the joint and/or assistant conductors' spare board.

**49.4** In the application of paragraph 49.3, if a conductor's and an assistant conductor's vacancies on one train are to be filled from the spare board and the spare employees called include more than one qualified conductor, the senior qualified employee will fill as the conductor's vacancy.

**49.5** When a position covered by paragraphs 49.2 to 49.4 inclusive is not filled under the provisions of those paragraphs:

- (a) such position will be filled by the junior qualified Conductor not working as such in road service in the terminal who is available for service 2 hours before a Conductor is required to report for duty and who must accept such service, unless on assigned days off;
- (b) such employees will be considered available after being relieved at the final terminal at end of a tour of duty (unless proper leave of absence has been obtained).

**49.6** When the junior qualified Conductor not working as such in road service is unavailable when called for service as a Conductor, the first such employee will not be considered as available for service in any capacity under this Agreement until such time as the employee used as a Conductor in place of the unavailable employee returns to the terminal and goes off duty, except when there is no other qualified Conductor available.

**NOTE:** The maximum period that an employee will be considered as unavailable for service in any capacity, in accordance with this paragraph, is 24 hours.

**49.7** Employees liable for service as Conductors may be held off their assignments to meet the requirements of the service and to ensure that employees will be available two hours prior to the time a Conductor is required. When so held, employees shall be paid not less than the earnings they would have made on their assignment.

**49.8** For the purpose of paragraphs 49.5 to 49.7 inclusive, service on joint spare boards will be considered as road service. (On the 11th Seniority District, "road service" will include service in open yards.)

**49.9** In the application of paragraph 49.2 and paragraphs 49.5 to 49.7 inclusive, qualified conductors assigned as baggage handlers or assistant conductors who book off duty for any reason and subsequently book on duty prior to the return of their regular assignment will not be considered as available for service until return of their regular assignment, except when there is no other qualified Conductor available.

**49.10** Positions covered by paragraphs 49.2 to 49.11 inclusive shall be filled on a round trip basis (i.e., from time of reporting for duty at the home terminal until time released from duty upon return to the home terminal) except that where employees are required to go to a subsidiary station to fill such a position, they will:

- (a) hold same until the position is awarded by bulletin; or
- (b) until physically displaced by the successful applicant to such bulletin; or
- (c) until the completion of the last tour of duty prior to the first assigned rest day of the assignment.

**49.11** In the application of paragraphs 49.5 to 49.10 inclusive, if a qualified Conductor, assigned as an assistant conductor in unassigned service, is required to make a trip as Conductor and, while so employed, the crew to which assigned as an assistant conductor is ordered for work train service and is tied up at other than the home terminal, such employee, when released from service as a Conductor, will be permitted to take up such assistant conductor's position at the distant point, without claim for deadheading. The spare employee displaced from the crew will be compensated for deadheading from the distant point to the home terminal.

**49.12** When a vacancy in a conductor's position occurs at the away-from-home terminal such vacancy will be filled as prescribed in paragraph 49.2; in the event there is no available employee as described therein, such a vacancy will be filled by the junior qualified conductor (on the freight section whereon the vacancy occurs) who is available for duty and who must accept such service.

#### **Conductors' (Yard) Positions - Yard Service**

**49.13** In the event there is no available qualified conductor (yard) working as yard helper in the crew, as described by paragraph 49.2, the following will apply:

- (a) at a location where a conductors' (yard) spare board is maintained:
  - (1) the vacancy will be filled by conductors (yard) on such spare board; or
  - (2) if there are no conductors (yard) available on such spare board or at locations where no conductor (yard) spare board is maintained, the vacancy will be filled by the first available qualified conductor (yard) on the joint and/or yard helpers' spare board who has been off duty for a period of 8 hours;
- (b) the reference to the 8 hours in sub-paragraph (a) of this paragraph only applies where a separate yard helpers' spare board is maintained.

**49.14** When a conductor (yard) is required for other spare work, the first available qualified conductor (yard) on the spare board who has been off duty for a period of 8 hours will be used. Notwithstanding the previous sentence, at locations where a conductors (yard) spare board is maintained the vacancy will be filled by the first available qualified conductor (yard) on such spare board.

**49.15** In the application of paragraphs 49.13 and 49.14, if more than one position in a crew including a conductor (yard) vacancy are to be filled from the spare board and the spare employees called include more than one qualified conductor (yard), the senior qualified employee in the crew will be used as conductor (yard).

**49.16** When a position covered by paragraphs 49.2 and paragraphs 49.13 to 49.15, inclusive, is not filled as therein described, it will be filled in the following order:

- (a) by the junior available qualified conductor (yard) working as a yard helper on the same shift (i.e., assignments starting at the same time in that particular yard); if none
- (b) in accordance with the provisions of paragraphs 56.17 to 56.19, inclusive; if none
- (c) the junior qualified conductor (yard) in the yard working as a yard helper:
  - (1) who is not on assigned rest days and
  - (2) who has had 8 hours off duty and
  - (3) who is available for service 2 hours before a conductor (yard) is required to report for dutywill be called and must accept such service; if none
- (d) by the senior regularly assigned yard service employee who is not on his assigned rest days but who has booked up for extra work by previously advising the Crew Management Center, provided that:
  - (1) he or she is available at the time of call in accordance with Article 61 and
  - (2) such work will not interfere with his or her regular assignment.

**49.17** When the junior available employee not working as a conductor (yard) is unavailable when called for service as a conductor (yard), such employee will not be considered as available for service in any capacity under this Agreement until such time as the employee used as conductor (yard) in place



of the unavailable employee completes the tour of duty, except when there is no other qualified conductor (yard) available.

**49.18** Employees liable for service as conductors (yard) may be held off their assignments to meet the requirements of the service and to ensure availability, 2 hours prior to the time a conductor (yard) is required. When so held such employees will be paid not less than what they would have earned on their regular assignment. In the application of this paragraph, employees will not be held off their regular assignments in excess of eight (8) hours unless it is impracticable to do otherwise; in which event, if used as a conductor (yard), such employees will be compensated therefor at punitive rates.

**NOTE:** A tour of duty compensated as described by the provisions of the third sentence of Paragraph 49.18 will be considered (for other purposes than those of compensation therefor) as a straight time 8-hour shift in the application of paragraph 34.4 and Article 36.

**49.19** Positions covered by paragraphs 49.2 and 49.13 to 49.18 inclusive shall be filled on a tour of duty basis except that where employees are required to go to a subsidiary station to fill such a position, they will hold same:

- (a) until the position is awarded by bulletin; or
- (b) until physically displaced by the successful applicant to such bulletin; or
- (c) until the completion of the last tour of duty prior to the first assigned rest day of the assignment.

**49.20** Should a yard helper be held more than 8 hours and used as conductor (yard) at a subsidiary station in accordance with Paragraph 49.19, the payment at punitive rate referred to in paragraph 49.18 above will apply only to the first shift worked at the subsidiary station.

#### **General Road and Yard Provisions**

**49.21** A temporary vacancy known to exist for 7 calendar days or more in road service and for 5 working days or more in yard service will be posted for 3 days at the terminal where the vacancy occurs and at the expiration of such period, will be filled by the senior qualified employee at that location who desires the position provided this will not result in employees filling temporary vacancies on each other's district positions. However, employees, who through the nature of their duties are denied access to bulletins for the entire period of such postings, will be allowed to exercise their seniority to temporary vacancies awarded thereby not later than the first time they subsequently register on or off duty at their home terminal.

**49.22** Employees absent for any reason during the whole time a position is bulletined under the provisions of this Article may exercise their seniority to such a position not later than the first time they register on or off duty at their home terminal upon returning from such absence.

**49.23** When displaced from temporary vacancies, either by the return of the employee upon whose district position the vacancy existed or, by employees exercising their seniority under the provisions of this Article, employees may:

- (a) return to their district position; or
- (b) exercise their seniority to any temporary vacancy or temporary assignment bulletined subsequent to the time they last worked on their regular district position with due regard to the provisions of Article 54.

49.24 The word terminal as used in this Article includes stations subsidiary thereto. Notices posted will show time and date of posting.

49.25 Employees relocating from one terminal to another in the exercise of seniority will not be permitted to claim any existing temporary vacancy or existing temporary assignment at the terminal to which relocating, but may exercise seniority to temporary vacancies and temporary assignments which are posted at such terminal subsequent to the date of reporting ready for duty at that terminal.

49.26 Should no applications be received from a qualified employee for a position as a:

(a) Conductor: the junior qualified conductor at the home terminal of the assignment who is either;

- (1) not working as such in road service; or
- (2) on the furlough board who will be required to respond in accordance with paragraph 91.8

will be assigned.

(b) Assistant Conductor: the junior employee at the home terminal of the assignment who is either;

- (1) assigned to the spare board; or
- (2) on the furlough board who will be required to respond in accordance with paragraph 91.8

will be assigned.

(Refer to Addendum No. 54)

(c) Conductor (Yard): the junior qualified conductor (yard) at the terminal where the vacancy occurs who is either:

- (1) not working as such in yard service; or
- (2) on the furlough board who will be required to respond in accordance with paragraph 91.8

will be assigned; in the event no qualified employee is available at that location.

(3) a qualified employee from a subsidiary station will be assigned.

(d) Yard Helper: the junior employee at the terminal where the vacancy occurs who is either:

- (1) assigned to the spare board; or
- (2) on the furlough board who will be required to respond in accordance with paragraph 91.8

will be assigned.

**NOTE:** In the application of this Paragraph, if an employee junior in seniority to the employee assigned in accordance herewith subsequently becomes available, such junior employee will be assigned to the vacancy filled as described herein and the employee formerly assigned will be released at his or her option.

49.27 In the application of this Article, service on a joint spare board will be considered as both road and yard service and, on the 11th Seniority District, road service will include service in open yards.

(Refer to Addendum No. 54)

49.28 When relief is requested, employees will be expected to give definite information, as far as possible, as to how long relief will be required.

49.29 A spare employee on being displaced from a temporary vacancy will be placed on the spare board at the time of displacement as of the time last released from duty (i.e., ahead of employees on the spare board at the time of such displacement who were released from duty subsequent to the time of being released).

49.30 When a temporary vacancy is filled under the provisions of this Article, such vacancy will be considered as commencing on the first day of the work week attached to that particular assignment in yard service and on the first trip or tour of duty in road service after the closure of the bulletin upon which such vacancies are advertised.

49.31 Spare employees ordered by the Company to go to a subsidiary station under the provisions of this Article will be furnished with sleeping quarters where reasonably required. Where employees are accommodated in quarters owned by the Company, such quarters will be comfortable and sanitary. Where employees are accommodated in other quarters (such as hotels or motels) and eating facilities are not available immediately prior to reporting for duty or upon release from duty, the Company will arrange for provision of cooking facilities and utensils.

(Refer to Addendum No. 30)

49.32 Except as otherwise provided in this Article and Article 48, employees regularly assigned as:

- (a) assistant conductors may be held to perform the duties of assistant conductors; and
- (b) yard helpers may be held to perform the duties of yard helpers;

where required and when so held, they will be paid not less than the earnings they would have made on their regular assignment.

(Refer to Addendum No. 26)

#### **Overcoming a Temporary Shortage of Employees on a Voluntary Basis**

49.33 When the advertising and bulletining provisions of the collective agreement have been exhausted, and it is determined that there is a need to increase the work force at a specific location, the following will apply:

At any time it is established that a shortage of employees will exist at a home terminal, or a shortage of employees develops, the Company may in advance of actual requirements bulletin for 15 days to the District for employees who are prepared to proceed to the home terminal requiring additional employees on an if-and-when required basis.

The bulletin will specify:

The number of employees required at the shortage location

The anticipated duration of the shortage not to exceed 6 months

The reporting location(s) at the shortage terminal(s)

Availability of public transportation at the shortage location, or other transportation arrangements

A description of the work and territories involved

The accommodations provided, as well as the accessibility / availability of eating facilities.

**49.34** The senior qualified applicant will be accepted when such will not create a shortage of employees at their home terminal. Such applicant will be considered temporarily transferred.

**49.35** A train and/or engine service employee on leave of absence or on vacation with pay during the period of bulletin referred to in paragraph 49.33 hereof, will be permitted to make application when he reports for duty.

**49.36** A successful applicant that is able to hold work in the classification for which bid at the point where the shortage exists, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable not to exceed 7 days.

**49.37** Employees exercising seniority to a temporary shortage shall not be required to protect the shortage beyond 6 months from the date that the employee arrives at the shortage location.

**49.38** If released prior to the expiration of 6 months, such release will be in reverse order of seniority. Employees released prior to the expiration of 6 months will be subject to recall to the point from which released in seniority order to protect a position in either train and/or engine service.

**49.39** Employees protecting temporary shortages will be entitled to a meal allowance of \$16.00 per day where accommodations with cooking facilities are provided or \$26.00 per day where accommodations without cooking facilities are provided. At the employee's option, the employee may be offered an all inclusive allowance of \$72.00 per day be provided in lieu of any and all other expenses.

- Reasonable transportation expenses to the location.
- Accommodations provided the location is not the employee's normal place of residence.
- All time spent travelling to the point where the shortage exists on the basis of 12½ miles per hour at the minimum freight rates .
- When deadheading on passenger trains, sleeping accommodations between the hours of 2200 and 0600 when such are available.
- Reasonable transportation expenses when returning to the home location when off for miles or when released.

**49.40** Employees who are successful applicants shall be afforded a reasonable number of familiarization trips / tours of duty at the shortage location. The Local Chairperson and Company officer will establish the minimum number of familiarization trips required at each location, the minimum number of familiarization trips will be no less than three in each direction.

**ARTICLE 50**  
**Runaround**

**50.1** Employees standing first-out, and available for service at terminals and not called in their turn, will be paid for each runaround as set forth below and remain first-out on the board:

- (a) crews in unassigned road service - 50 miles at the basic rate of the service and position for which runaround;
- (b) employees on a joint spare board, for a trip in road service - 50 miles at the basic rate of the service and position for which runaround;
- (c) employees on a joint spare board, for a shift in yard service - 4 hours at the straight-time yard rates for the position of each yard shift for which runaround; and
- (d) employees in yard service - 4 hours at straight-time yard rates for the position of each yard shift for which runaround.

**NOTE:** A yard shift is defined as being one or more yard assignments with the same starting time on a given day.

**50.2** In case of accident or when main line is blocked, the first crew available may be called for auxiliary service and other crews so runaround will not be entitled to payment under this Article. When a crew is so ordered, relief for any one crew member or the crew as whole will be supplied from the home terminal of the freight section on which the emergent condition or line blockage has occurred, and such crew will remain in auxiliary service until the first crew normally entitled to work on that freight section can be supplied.

(Refer to Addendum No. 25)

**50.3** In the application of sub-paragraphs 50.1 (a) and (b), employees may only claim one runaround per ordering time.

**EXAMPLE:** If not called for each of two different road assignments which are ordered for 0800, only one runaround claim will be allowed. If not called for a road assignment ordered for 0800 and again not called for another road assignment ordered for 0805, two runaround-claims will be allowed.

**ARTICLE 51**  
**Booking Rest**

**Assigned Service — Road**

**51.1** If regularly assigned employees book rest on arrival at the home terminal thereby causing the loss of a trip, payment of a basic day at the minimum rate applicable to the class of service to which assigned will be made (less any amount otherwise earned) for each trip or tour of duty so lost, provided that a relieving employee was required to report for duty within 10 hours from the time the regularly assigned employee booked rest.

## **Unassigned Service — Road**

**51.2** Employees regularly set up in a pool, who book rest upon arrival at the home terminal, will hold their turn.

**51.3** Should a member of a crew book rest at the away-from-home terminal, the crew will be held for the expiration of such rest period pursuant to paragraph 51.6.

(Refer to Addendum No. 50)

**NOTE:** This Paragraph 51.3 shall not apply to employees in through freight service.

## **Rest En Route**

### **General**

**51.4** Train service employees who have been on duty 10 hours or more will have the right to book rest en route, if they so desire, in accordance with the provisions of paragraphs 51.4 to 51.10. Train service employees are to be the judges of their own condition.

**NOTE 1:** En route may also include the initial or final terminal.

**NOTE 2:** The 10 hours referred to in this Article have been modified for crews operating in extended run territory between terminals listed in Article 51.16

### **Notice**

#### **51.5**

- (a) Not less than 3 hours notification of the desire to book rest will be given to the train dispatcher. Such notification shall include the number of hours rest required.
- (b) When proper notification of the desire to book rest has been given, and the train dispatcher orders the discontinuance of all work en route, the train may, at the train service employees' option, be taken through to the objective terminal or location where relief can be provided.
- (c) When proper notification of the desire to book rest is given, the Company will communicate the necessary information, including the discontinuance of work en route when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other train dispatchers, etc.

### **Rest Period**

#### **51.6**

- (a) Train service employees may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.
- (b) When one member of the train crew books rest en route, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, train service employees will not be considered as tied up between terminals and Article 22 shall not apply.
- (c) When the locomotive engineer books rest en route, train service employees will, if they require rest, book rest at the same time. If rest is not required at that time, train service employees will complete the tour of duty.

- (d) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.
- (e) Except as provided by sub-paragraph 51.8 (b), when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.
- (f) All time off duty for rest shall be deducted in computing time for the continuous trip.

## Arrangements

### 51.7

- (a) When rest is booked en route, train service employees will, at the Company's option:
  - (i) be relieved of duty and provided with accommodations either in a Company facility or an available hotel or motel; or
  - (ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

**NOTE 1:** When deadheaded in the application of sub-paragraph 51.7 (a)(ii), train service employees will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

**NOTE 2:** In the application of sub-paragraph 51.7 (a)(ii), train service employees who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note 1 above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

**NOTE 3:** When an essential assistant conductor is among the train service employees booking rest en route and such train service employees are replaced and deadheaded, the employees used to replace such train service employees will include relief for the essential assistant conductor.

- (b) Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., train service employees will be relieved of duty by the time rest booked is due to commence.
- (c) Train service employees taking rest en route under the provisions of this Article will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have train service employees relieved of duty in accordance with the provisions of sub-paragraph 51.7 (b).
- (d) Train service employees arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

## Accommodations En Route

### 51.8

- (a) When accommodations are to be provided en route, the train dispatcher may instruct train service employees to take rest prior to the expiration of the 10th hour on duty, so that accommodations can be readily provided. In such circumstances, train service employees will not be considered as tied up between terminals and Article 22 shall not apply.

**NOTE:** The 10 hours referred to in this Article have been modified for crews operating in extended run territory between terminals listed in Article 51.16

- (b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the train service employees will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this sub-paragraph 51.8 (b), this results in train service employees being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12-1/2 miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this sub-paragraph 51.8 (b), time occupied in traveling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

### 51.9

- (a) When accommodations are to be provided en route, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where train service employees are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Company will provide, arrange, or reimburse the train service employees for transportation to an eating facility at that location. Claims for authorized transportation expenses must be submitted on CN Form 3140B accompanied by receipts.
- (b) When accommodations are provided en route, train service employees will be provided an allowance of \$9.50 where meals are not provided by the Company or at Company expense.
- (c) When train crews are provided accommodations in the United States, they will be provided the allowance in U.S. funds where meals are not provided by the Company or at the Company's expense

## Resuming Duty

### 51.10

- (a) When accommodations are provided en route and the train does not proceed, train service employees will resume duty when the rest period has expired and will handle the train to the objective terminal.
- (b) When accommodations are provided en route and the train proceeds without them, train service employees will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Company.

**NOTE 1:** When deadheaded in the application of sub-paragraph 51.10 (b), train service employees will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.



**NOTE 2:** In the application of sub-paragraph 51.10 (b), train service employees who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note 1 above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

#### **At Terminals — Road Service**

**51.11** Employees will have the right, upon going off duty, to take rest as follows:

- (a) at the home terminal — 6 hours minimum  
— 24 hours maximum
- (b) at the away-from-home terminal — 1 hour minimum  
— 8 hours maximum

Note: Employees regularly assigned to Road Switcher Service shall have the right upon going off duty to book a minimum of 2 hours rest and a maximum of 12 hours rest, excluding call time.

#### **Yard Service**

**51.12** Employees will not be required to report for duty until they have had 8 hours rest if desired. Such rest must be booked on completion of a shift or tour of duty. For regularly assigned employees, in no case shall this rest be less than 2 hours nor more than 12 hours excluding the call time. For unassigned employees, in no case shall this rest be less than 2 hours nor more than 14 hours excluding the call time. The period of rest booked shall be in even hours and once booked may not be changed or cancelled.

**51.13** Employees may book rest after 9 hours on duty and must give two hours notice of their desire to book rest to the designated officer or his delegate.

#### **General**

**51.14** Rest taken pursuant to Paragraphs 51.11 and 51.12 must be registered on arrival and in even hours. Once registered, rest cannot be changed or cancelled by either management or employees, except as provided by Paragraph 49.5. Such rest taken will be exclusive of call time.

**51.15** The even hours referred to in this Article means 6, 7, 8 hours etc., not 6 hours and 30 minutes, 7 hours and 15 minutes, etc.

#### **Extended Run**

**51.16** The 10 hrs referred to in Articles 51.4 and 51.8 are modified for crews operating in extended run territory between the following terminals:

London to Belleville (certain trains)	11 hours
Montreal to Toronto (certain trains)	11
Belleville to Hamilton	11
Sarnia to Oshawa	11
Halifax - Moncton	11
Moncton - Edmundston	11
Hornepayne - Armstrong	11

Battle Creek to London	12 hours
London to Belleville	12
St. Antoine to Belleville	12
Montreal to Toronto (certain trains)	12
Belleville to Pt. Robinson	12
Buffalo to Sarnia	12
Detroit (Monterm) to Toronto (Intermodal)	12
Flint to Oshawa	12
Toronto to Capreol	12
Capreol to Hornepayne	12
Buffalo to Oshawa	12
Joffre to Mont Joli	12
Joffre to Campbellton	12

#### ARTICLE 52

##### **Employees Not Considered Absent**

**52.1** Except when their services are required in a higher occupational classification as provided by Article 49, regularly assigned employees will not be considered absent from duty from the time of the completion of a tour of duty until again required to report for the next tour of duty on their regular assignment.

**52.2** Except as provided by Article 49, if employees are required to perform service between tours of duty on their regular assignments:

- (a) they will be notified before the completion of the last tour of duty prior to the date their services are so required; and
- (b) if notified but not used, they will be paid a basic day for the class of service in which assigned for each such day they are required to stand-by; or
- (c) if notified and used, thereby missing their regular assignment, will be paid not less than the earnings they would have made on their regular assignment.

#### ARTICLE 53

##### **Reassuming Duty After Absence For Any Reason**

**53.1** Employees absent for any reason will report ready for duty 3 hours in advance of the time required to report for duty for their regular assignment. Employees will not be allowed to resume duty unless they have complied with the requirements of this paragraph.

**NOTE:** The provisions of this paragraph will not apply to employees returning to duty:

- (1) after being off for miles;
- (2) from annual vacation.

Unless the employee advises otherwise, it is expected that he or she will be available to resume duty at the completion of time off for miles or annual vacation, as the case may be.

**53.2** Employees, on resuming duty after sick leave, will not be required to produce a doctor's certificate except employees who are considered continual offenders book sick when called or while

on duty after being called may be required to produce a medical certificate within 48 hours of resuming duty and/or submit to an examination from a Company medical officer. Payment for taking such required examinations will not accrue to employees governed by the provision of this paragraph.

**NOTE:** The 48-hour requirement in paragraph 53.2 will exclude weekends and general holidays.

## ARTICLE 54 Reductions in Staff

### Road Service

**54.1** In the event a reduction in staff is necessitated, reductions will be accomplished as follows and the employees so reduced will exercise their seniority in accordance with Article 54:

- (a) assigned through freight service - the conductor and, where applicable, the assistant conductor assigned to the abolished assignment(s);
- (b) assigned pool service - commencing with the junior conductor and, where applicable, the junior assistant conductor;
- (c) other assigned service- - the crew assigned to the abolished assignment(s)
- (d) on spare boards - commencing with the junior employee assigned thereto.

**NOTE 1:** In the application of sub-paragraphs (a) and (b), when the number of conductors is reduced, an equivalent number of assistant conductors will also be reduced.

Note 2 and Note 3 become effective January 1, 2002

**NOTE 2:** Unless there is insufficient work to sustain employment, at the terminal to which assigned, employees shall not be laid-off, cut-off or furloughed.

**NOTE 3:** In the event a reduction in staff is necessitated as a result of insufficient terminal work the Company shall, prior to such reduction, provide to the Local Chairperson the manpower requirements of the affected terminal.

**54.2** When district assignments are abolished or employees are displaced from such assignments, they must exercise their seniority to any other district assignments within 72 hours. After having so exercised their seniority, but before commencing a tour of duty on their new district positions and subject to the provisions of Article 49, employees will be permitted to exercise their seniority to temporary assignments (including temporary work train assignments known to exist for 7 days or more) and temporary vacancies.

**54.3** Employees exercising their seniority into a pool regularly assigned to operate a designated set of trains (Assigned Pool Service) will only be permitted to displace the junior employee in a classification to which they are entitled to exercise their seniority (i.e., conductors or assistant conductors) in such pool except where a layover at a distant terminal is involved on account of trains not operating daily, they may displace the junior employee having the layover at the home terminal.

**54.4** Employees exercising their seniority to unassigned service will only be permitted to displace the junior employee in such service, due regard being had to tail-end preference where in effect, and in accordance with the freight crew consist provisions of Article 11.

## **Yard Service — 11th to 15th Seniority Districts Inclusive**

**54.5** Employees, within 48 hours of being displaced from a district assignment or the spare board for any reason, may exercise seniority to other district assignments or to the spare board at terminals to which assigned (or stations subsidiary thereto); before working such positions, employee will be permitted to exercise seniority to any temporary vacancy or temporary assignment at that terminal and subsidiary stations.

**54.6** Employees who do not stand for a district assignment, not including spare boards, at the terminal to which assigned or station subsidiary thereto will be permitted to exercise their seniority on the seniority district or remain on the spare board at the terminal to which assigned within 72 hours of being displaced.

**54.7** Displaced employees exercising their seniority to the spare board at the same terminal will take their turn on the spare board as of the time last released from duty. Displaced employees exercising their seniority to spare boards at other terminals will take their place on the bottom of the spare board as of the time they report at that location with the necessary clearance, all in accordance with paragraph 56.3.

### **General**

**54.8** Employees exercising their seniority to another terminal shall be considered as regularly assigned to such other terminal.

**54.9** Employees failing to exercise their seniority within the time limit prescribed will only be permitted to displace the junior employees in their last classification or take the spare board at the station to which last assigned provided, however, that employees absent for any reason or on assigned layover of 72 hours or more at the time displaced will be permitted to exercise their seniority when they report ready for duty.

**NOTE:** An employee displaced from a position on a district assignment by a senior employee may opt to not exercise seniority to another district assignment until actually displaced by the employee who has claimed such assignment in which case he or she will be considered to be occupying a temporary vacancy and consequently subject to displacement by a senior employee in accordance with this Article 54 and Article 49. However, when actually displaced, seniority must be exercised to another district assignment within 72 hours of such displacement, if in road service, and as provided by Articles 54.5 or 54.6, if in yard service, as the case may be.

## **ARTICLE 55**

### **Employees Called Back When Staff is Increased**

#### **Laid—Off Employees**

**55.1** Employees will be considered as laid off when they have insufficient seniority to hold work on their seniority district. Protected freight employees will not be subject to lay off.

**55.2** Laid-off employees who desire to return to the service when work is available for them must keep the proper officer advised of their address, in writing, in order that they may be readily located.

**55.3** Laid-off employees who are employed elsewhere at the time they are notified to report for duty may be allowed 90 days in which to report, without loss of seniority, if:

- (a) it is definitely known that the duration of the work for which the recall notice is given will not exceed 90 days; and
- (b) provided that other laid-off employees are available; and
- (c) provided that written application is made to a superior officer immediately on receipt of notification to resume duty.

**55.4** Except as provided by Article 55.3, laid-off employees who fail to report for duty or to give satisfactory reasons for not doing so within 15 days from date of notification shall forfeit all seniority rights and their names shall be removed from the seniority lists. The Local Chairperson will be informed when an employee is dispensed with under the provisions of this paragraph.

#### **Working on Other Seniority Districts**

**55.5** Laid-off employees may take work where such is available to them on another seniority district and, except as provided by paragraph 55.3, unless such employees return to their home territory upon being notified that they can hold work thereon, they will forfeit all seniority on their former seniority district. Employees refusing to return to their former seniority district will be granted a seniority date on their new seniority district as of the date they make their first pay trip thereon.

#### **Cut-off Employees**

##### **55.6**

- (a) Employees will be considered as cut off when they have insufficient seniority to hold work at their home station (to which last assigned) but have sufficient seniority to hold work at another terminal on their seniority district.
- (b) Protected freight employees, as defined by paragraph 55.1 hereof, will not be cut off. When unable to work at their home station (to which last assigned), employees will have the option to revert to the furlough board at the home station where cut-off in preference to exercising their seniority on the seniority district. When employees are cut off at one home station, they will not be permitted to declare to the furlough board at another home station. Employees electing to declare to the furlough board at their home station will be governed by the terms and conditions set out in Article 91 hereof.

#### **Cut-off Employees Who Do Not Relocate**

**55.7** Except when their services are required elsewhere on the seniority district, employees who are cut off may elect not to exercise seniority on the seniority district under the provisions of this Article. Such an employee will be re-called in seniority order to his/her home station when staff is increased there and must accept such recall. Such employees will be permitted to bid on permanent vacancies on their seniority district but will otherwise be governed as follows:

- (a) they must keep the proper officer of the Company advised of their address, in writing, in order that they may be readily located;
- (b) when called back to work, either at the home station to which last assigned or elsewhere on the seniority district, they must report for duty on the vacancy at the point for which called or give satisfactory reason in writing for not doing so within 15 days from date of notification;
- (c) when their services are required elsewhere on their seniority district, cut-off employees will be governed by the recall provisions of paragraph 55.8;

- (d) employees who fail to comply with the requirements of sub-paragraphs 55.7 (a) and (b) shall forfeit all seniority rights, and their services will be dispensed with. The Local Chairperson will be notified when an employee is dispensed with under the provisions of this paragraph.

**NOTE:** In the application of this paragraph, an employee who bids a permanent vacancy will not be awarded such a vacancy if a senior employee is on cut-off status at the home station of such a vacancy.

#### **Cut-off Employees Who Relocate**

**55.8** Employees cut off or displaced, including those unable to hold the spare board at a change of timetable/change of service date, who are compelled to exercise their seniority to another terminal in order to hold work will, (providing they record written request with the appropriate Company officer with copy to the Local Chairperson at time of displacement), be recalled in seniority order to each home station where they have worked since exercising their seniority from their original home station, when staff at each such location is increased, notwithstanding the provisions of paragraphs 48.13 and 49.22. Employees refusing to return when recalled must file their refusal in writing with the appropriate Company officer (with a copy to the Local Chairperson) and will thereby forfeit their right to recall.

**NOTE:** In the application of this paragraph:

- (a) employees may elect not to exercise recall rights to any one terminal (and will thereby lose recall rights to that location) but will retain recall rights to other terminals, including their home terminals; and
- (b) employees with recall rights who are working under the terms of another collective agreement when recalled under this agreement will be permitted to accept such recall.

**55.9** Employees who elect to exercise their seniority or those whose services are required elsewhere on their seniority district may designate the terminal to which transferred as their new home terminal and thereafter will be accorded right of recall to the newly designated location only.

**55.10** Except when there are no employees cut off or laid off on their seniority district, employees who are still in service may be allowed to respond to notifications of shortages on other seniority districts subject to the following conditions:

- (a) they must comply with sub-paragraph 55.7 (a);
- (b) when recalled to their own seniority district they may elect to remain working on the seniority district upon which a shortage continues to exist and will not be subject to the provisions of sub-paragraph 55.7 (b) until the shortage situation ends or the expiry of 90 days, whichever comes first;
- (c) failing to comply with sub-paragraphs 55.10 (a) and (b), they shall forfeit their seniority rights on their former seniority district and will be granted a seniority date on their new seniority district as of the date they make their first pay trip thereon;
- (d) they will be paid an allowance, for each calendar day worked or available for service at or out of the point at which the shortage exists (provided such a point is not such an employee's normal place of residence) as provided by paragraph 72.1.

## General

**55.11** When staff is increased at a terminal, such increase shall commence with the senior employee, including all employees with recall rights, and will continue in descending seniority order in accordance with the provisions of this Article, notwithstanding that employees may be laid off, cut off or are working elsewhere on their seniority district or on other seniority districts.

## ARTICLE 56 Spare Boards

**56.1** At locations where necessitated by operational requirements, road, and/or yard and/or joint spare boards will be maintained.

**56.2** Except as otherwise provided in this Article, employees on spare boards will be run first-in first-out. Employees:

- (a) standing first-out in the spare board rotation at calling time who make themselves unavailable or who miss calls for a vacancy (or vacancies) for which called will be held off the board for 12 hours which will commence at the calling time and, at the expiry of 12 hours, will be placed at the bottom of the spare board;
- (b) who are not first-out in the spare board rotation at calling time and who miss calls as a result of the actions of those employees described in sub-paragraph (a) hereof will not be penalized as provided therein but will be placed at the bottom of the spare board, as of the calling time and, if more than one employee is involved, in the same order in which called.

**56.3** Except as otherwise provided in paragraph 56.2 and paragraph 30.2 to 30.4 inclusive, employees will establish their turn in the spare board rotation as follows:

- (a) In Road Service:
  - (1) at the time their train arrives at the passenger station or at the outer switch where road time ceases;
  - (2) at the time they are off duty where no road time is made and/or when engaged in road switcher, work train or construction service;
  - (3) when transferring between home stations (including station subsidiary thereto), at the time they report for duty on the spare board at the new location, they will be placed at the bottom of the spare board rotation;
- (b) In Yard Service:
  - (1) at the time of going off duty, not including the 10 minutes final time as provided by paragraph 35.7;
  - (2) when transferring between home stations (including station subsidiary thereto), at the time they report for duty on the spare board at the new location, they will be placed at the bottom of the spare board rotation;

**NOTE:** In the application of sub-paragraphs 56.3 (a) and (b):

- (a) employees having the same off duty time; or

- (b) when off duty time for one employee is the same as that for another employee as provided by items 1 and 2 of sub-paragraph 56.3 (a) and item 1 of sub-paragraph 56.3 (b);

the employees' relative standing at the time last being called on the spare board will be used to determine the order of placement.

- (c) when displaced from a district position:

at the time last released from duty prior to the time displaced, (i.e.: ahead of other employees on the spare board at the time of such displacement who established their turn in the spare board rotation subsequent to the time such employee was last released from duty);

- (d) when displaced from a temporary vacancy on a district position:

at the time last released from duty prior to being actually displaced from the temporary vacancy (i.e.: ahead of other employees on the spare board at the time of such displacement who established their turn in the spare board rotation subsequent to the time such employee was actually displaced as provided by sub-paragraph 56.5 (a);

- (e) at the time of assignment thereto at a change of time/change of service date:

as mutually agreed between the designated officer of the Company and the Local Chairperson;

**56.4** An active spare board will be maintained at each home station from which spare and relief will be drawn. Employees on spare boards shall be entitled to:

- (a) In Road Service:

- (1) all relief work consistent with Article 49;
- (2) all extra work to complete the consist of crews where applicable;
- (3) extra trains, (due regard being had to the provisions of Article 10) or trains which cannot practicably be made part of any assignment, pool or set of runs;

- (b) In Yard Service:

- (1) all relief work consistent with Article 49;
- (2) all extra work to complete the consist of crews;
- (3) extra yard assignments.

#### **Temporary Vacancies — Road and Yard**

**56.5** At locations where spare boards are maintained (and stations subsidiary thereto):

- (a) temporary vacancies occur at the time an employee is required to report for duty when replacing a regularly assigned employee and cease when the regularly assigned employee reports back for duty on that assignment, inclusive of calling time. However, if, between the time that regularly assigned employees so declare and prior to the time of actually reporting for their regular assignment, one or more tours of duty are to be performed on the



assignment the temporary vacancy will cease upon the completion of the last such tour of duty;

**NOTE:** When it is known prior to the beginning of assigned rest days that the regularly assigned employee will resume the assignment on the first work day following such rest days, employees will be released from such temporary vacancies at the end of the last tour of duty prior to such rest days.

(b) in the event that after regularly assigned employees declare an intention of returning to their regular assignments but fail to do so, the temporary vacancy thereon will be terminated in accordance with sub-paragraph 56.5 (a) and thereafter will be filled as a new temporary vacancy and that and other temporary vacancies resultant therefrom will be filled under the provisions of this Article.

#### **Establishment of Conductors'/ Conductors (Yard) Spare Boards**

56.6 When the Company desires to establish a Conductor's or conductor (yard) spare board, such spare boards may be established, subject to prior consultation with the Union and subject to the right of the Union to process any dispute over such establishment under the provisions of Article 84.

#### **Regulation of Spare Boards**

##### **56.7**

(a) **(This paragraph and sub-paragraphs (i) and (ii) of Paragraph 56.7 (a) are only applicable to this First Seniority District).** Subject to operational requirements and except as provided by paragraph 56.6, the Company will regulate the number of employees on the road, yard or joint spare boards and, before spare boards are regulated, the Local Chairperson or delegate will be notified of the particulars, except:

- (i) Where established, conductors' spare boards will be regulated so that the earnings of employees assigned thereto will approximate the equivalent of between 3700 and 4300 miles per month at conductors' through freight rates of pay.
- (ii) The earnings specified for the regulation of spare boards will not be construed as the maximum earnings which employees will be permitted to make. It is acknowledged that spare boards are, generally regulated, in consultation with the Local Chairperson, in a manner that tends to allow for earnings closer to the maximum permissible rather than the minimum permissible and that, where practicable, this manner of regulation shall be maintained. However, it is recognized by all concerned that, in certain situations, earnings cannot practicably be maintained above the guarantee level; such cases should be limited to situations where the operation or the terms of the collective agreement make it impracticable to avoid.

##### **56.7**

(b) **(This Paragraph and sub-paragraphs (i) and (ii) of Paragraph 56.7(b) are only applicable to the 17th Seniority District).** Subject to operational requirements and except as provided by Paragraph 56.6, the Company will regulate the number of employees on the road, yard or joint spare boards and, when spare boards are regulated, the Local Chairperson or delegate will be notified of the particulars at the time of regulation, except:

- (i) Where established, conductors' spare boards will be regulated so that the earnings of employees assigned thereto will approximate the equivalent of between 3700 and 4300 miles per month at conductors' through freight rates of pay.

- (ii) The earnings specified for the regulation of spare boards will not be construed as the maximum earnings which employees will be permitted to make. It is acknowledged that spare boards are, generally regulated, in consultation with the Local Chairperson, in a manner that tends to allow for earnings closer to the maximum permissible rather than the minimum permissible and that, where practicable, this manner of regulation shall be maintained. However, it is recognized by all concerned that, in certain situations, earnings cannot practicably be maintained above the guarantee level; such cases should be limited to situations where the operation or the terms of the collective agreement make it impracticable to avoid.

### **Joint Spare Boards**

**56.8** Employees assigned to joint spare boards may bid:

- (a) temporary vacancies;
- (b) temporary and/or seasonal assignments;
- (c) permanent vacancies (district positions);
- (d) permanent assignments (district assignments); in either Road or Yard Service.

**NOTE:** Employees while filling temporary vacancies may bid and be awarded permanent vacancies in either Road or Yard Service without the need to be working on the joint spare board when such permanent vacancies are bulletined.

**56.9** If employees assigned to joint spare boards exercise seniority to a district position in either road or yard service, they will be considered as assigned to the type of service wherein such vacancy exists until the next change of service date.

**56.10** If employees assigned to joint spare boards exercise seniority to bulletined positions pursuant to Paragraph 49.21:

- (a) to a temporary vacancy in yard service; or
- (b) a temporary assignment in yard service; or
- (c) to a temporary vacancy in road service; or
- (d) a temporary assignment in road service;

they will be restricted to the type of service wherein such vacancy exists until they are displaced or released from such temporary vacancies. While filling such temporary vacancies, employees governed by these provisions may apply for permanent vacancies in either class of service and need not be working the joint spare board to do so; if awarded a permanent vacancy, employees must fill that position immediately such award is made.

**56.11** Employees assigned to joint spare boards which protect both road and yard service who are displaced for any reason, within 72 hours, may:

- (a) exercise their seniority in road service on their seniority district; or
- (b) exercise their seniority in yard service on their seniority district; or
- (c) exercise their seniority to the joint spare board at any terminal on their seniority district.

**56.12** Employees assigned to a joint spare board electing to exercise seniority in either road or yard service will be governed by the provisions of paragraphs 56.8 to 56.11 inclusive.

**56.13** Notwithstanding the provisions of this Article, engine service employees shall not be restricted to yard service and may leave such service to work on a position as head-end assistant conductor in a train operated in other than passenger service; nor shall they be restricted from entering yard service when they are unable to hold work in road service or on a joint spare board.

**56.14** Subject to the provisions of this Article and Article 55, employees cut off or displaced from a joint spare board including those unable to hold the joint spare board at a change of timetable or change of service date who are compelled to exercise seniority to another terminal in order to hold work, will (providing they record written request with the appropriate Company officer with copy to the Local Chairperson at the time of displacement) be recalled in seniority order to each terminal where they worked since exercising their seniority from their home terminal when the joint spare board is increased at such terminal, notwithstanding paragraphs 48.13 and 49.22. Employees refusing to return when recalled must file such refusal in writing with the appropriate Company officer with copy to the Local Chairperson and will thereby forfeit the right to recall.

**NOTE:** In the application of this paragraph, employees may elect not to exercise recall rights to any one terminal, but will retain recall rights to other terminals, including their home terminals.

#### **Operation of Joint Spare Boards — Yard Service**

**56.15** Employees on joint spare boards from which relief is drawn for both road and yard service will not be permitted to work more than 5 straight-time 8-hour shifts in yard service in any work week commencing with Monday if there are other spare board employee available who could be used at straight-time rates. In the application of this paragraph, it will be incumbent upon spare board employees to notify the proper officer of the Company when they have completed 5 straight-time shifts in yard service in any work week commencing with 0001, Monday, and failing to do so, should they be used in excess of 5 days in yard service in such work week, they will be compensated on the basis of straight-time rates for such excess work.

**56.16** Except as provided in Article 49, in the event the spare board becomes exhausted and it is necessary to call a regularly assigned yard service employee on one or both assigned rest days, the senior available employee shall be called.

**56.17** Yard service employees shall be called for service under paragraph 56.15 only if they have advised the crew clerk or a supervisor in writing on completion of their work week that they shall be available for call, and provided such work will not interfere with their regular assignment.

**56.18** Paragraphs 56.16 and 56.17 shall apply to a position as conductor (yard), yard helper and the rate applicable to the service performed shall be paid.

(Refer to Addenda Nos. 26 and 34)

ARTICLE 57  
**Switching Limits Defined**

57.1 Switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper officer of the Company and the General Chairperson. The concurrence of the General Chairperson will not be withheld when it can be shown that changes are necessitated either by:

- (a) extension of industrial activities; or
- (b) territorial extension of facilities.

57.2 Yard limit boards may or may not indicate switching limits.

(Refer to Addenda Nos. 24, 31 and 37)

ARTICLE 58  
**Probation Period**

58.1 An employee will be considered as on probation until he has completed 90 tours of service under this Agreement. If found unsuitable prior to the completion of 90 such tours, an employee will not be retained in service and such action will not be construed as discipline or dismissal, but may be subject to appeal by the General Chairperson on behalf of such employee.

ARTICLE 59  
**Experience of Employees**

59.1

- (a) Where an assistant conductor is required pursuant to Article 11, conductors will not be required to work without the assistance of an employee who has completed the Company training course for new train/yard service employees.
- (b) Conductor (yard) will not be required to work without the assistance of an employee who has completed the Company training course for new train/yard service employees.
- (c) The training course for new train/yard service employees shall consist of classroom training and 45 trial trips as a train/yard service employee trainee of which 30 must be in road service and 15 must be in yard service except that at Toronto Terminal Yards and Montreal Terminal Yards, the training course will require 60 trial trips of which 30 must be in road service and 30 must be in yard service.

59.2 Conductors and conductors (yard) will receive the allowance specified in paragraph 4.2 while providing on-the-job training to train/yard service employees trainees during the trial trips referred to in paragraphs 59.1, 59.5 and 59.6 hereof. Conductors and conductors (yard) will not be required to provide on-the-job training to more than one employee or more than one trainee at a time.

59.3 During such trial trips the conductor/conductor (yard) will provide such advice, counsel and supervision as may be required to ensure safe operation and to assist the road/yard trainee in the improvement of his skill and competence.

**59.4** Conductors finding an assistant conductor or a baggage handler incompetent must so report complaint in writing to the proper officer of the Company. A conductor will not again be required to take out an incompetent assistant conductor unless the alleged incompetency is disproved.

**59.5** Employees assigned to yard service at locations specified in paragraph 46.13 will be considered experienced in such service when they have completed the Company's training course for new assistant conductors/yard service employees and have completed 15 trial trips in yard service as a yard trainee. Employees assigned to road service at such locations will be considered experienced in such service when they have completed the Company's training course for new assistant conductors/yard service employees and have completed 30 trial trips in road service as a road trainee.

(Refer to Addendum No. 69)

## ARTICLE 60 Promotion

**60.1** Employees shall rank on seniority lists as of the date of successful completion of the Company's training course for new train and yard service employees in accordance with their relative standing in the group with which they qualified. Relative standing under this provision shall be determined as follows:

- (a) those candidates who are already in the service of the Company shall rank ahead of new employees in their group and their relative standing shall be based on their service date. Should two or more such employees have the same service date, their relative standing shall be determined in the same manner as described in (b) below, with the lottery restricted to such employees only; or
- (b) each new employee other than those described in sub-paragraph (a) hereof shall write his name on a slip of paper which will be deposited in a container. In a second container shall be deposited slips of paper, numbered to correspond with the number of names in the first container, (i.e., 1, 2, 3, etc.). The group will then select a leader who will conduct a draw from the container with the name slips. As a candidate's name is drawn, such employee shall then draw from the numbered slips, and the number selected shall be the employee's rank in the group (i.e., 1, 2, 3, etc.).

**60.2** Employees shall be examined for promotion according to seniority on the assistant conductor's or yard service employee's seniority list, as the case may be, after 24 months cumulative service for promotion to conductor and 18 months of such service for promotion to conductor (yard). On other than the 11th Seniority District, such service will include service as yard helpers and/or assistant conductors, at least 6 months of which must be in yard service and/or on joint spare boards for promotion to conductor (yard) and at least 6 months in road service and/or on joint spare boards for promotion to conductors. This 6-month service requirement will include all service as a train/yard service employee on any seniority district under Agreements 4.16 and/or 4.3.

**NOTE 1:** In applying the 24 months or 18 months' cumulative service portion of paragraph 60.2, employees must also have completed a minimum of 150 shifts or tours of duty before they are examined for promotion and thereafter will be deemed qualified as both conductor/conductor (yard) for the purposes of the Canadian Railway Operating Rules. However, employees must have at least 6 months of cumulative yard service and/or on a joint spare board to become a qualified conductor (yard) and at least 6 months cumulative road service and/or on a joint spare board to become a qualified Conductor. At open yards, service on a road service spare board shall be considered as service on a joint spare board for the purposes of this Article.

**NOTE 2:** Employees will be considered qualified Conductors (road and yard) on the successful completion of the Company's training course as provided in Article 65A.

**NOTE 3:** The training course duration will be a maximum of 12 months.

**60.3** Employees will be notified by bulletin, when required, for examination for promotion and a copy thereof will be furnished to the Local Chairperson.

**60.4** Employees who now have the letters "RE" (refused examination) placed against their names on the seniority list will not again be called to take examination for promotion but may make written application to take such examination prior to or within 10 days following the issuance of a promotional bulletin. Such applicants will be permitted to take examination for promotion with the group of employees notified by such bulletin and, if successful in qualifying, will rank for promotion in accordance with their seniority standing in the group with which examined.

**60.5** Employees passing the required examination shall be given a certificate of qualification and when promoted shall hold their same relative standing on the pertinent seniority list in the group with which qualified. Employees who, because of the 6-month qualification requirements of paragraph 60.2, are promoted after employees junior to them, shall rank ahead of those junior employees who were promoted before them, provided that they qualify at the first opportunity.

**60.6** Employees will not be deprived of their right of examination or promotion in accordance with their relative standing on the seniority list because of any failure to take examination by reason of the requirements of the Company's service, by sickness, or by proper leave of absence, provided that on their return they shall be immediately called and be required to take examination.

**60.7** Qualified conductors/conductors (yard) may relinquish their rights only for justifiable cause and when such action is concurred in by the proper officer of the Company and the General Chairperson. Their names will then be placed on the seniority list in accordance with their seniority as assistant conductor and/or yard helpers and they will be designated as a permanent assistant conductor and/or yard helper and only permitted to exercise seniority as such.

**60.8** Those employees who entered service subsequent to September 1, 1949, shall not be permitted to refuse examination and shall be examined for promotion as provided in paragraph 60.2. Such employees failing to pass the first examination for promotion shall be given another examination within six months and should they fail to pass the second examination, their names shall be placed at the foot of the pertinent seniority list or their services dispensed with, at the option of the Company. This paragraph does not apply to those employed as assistant conductors or yard service employees prior to September 2, 1949 who were granted a seniority date of September 18, 1969, as Yard Helpers or assistant conductors.

(Refer to Addenda Nos. 19, 25 and 39)

**60.9** Those employees with a seniority date subsequent to June 29, 1990 on the First Seniority District and those employees with a seniority date subsequent to July 19, 1992 on the 17th Seniority District will, as a condition of employment, be required to accept training and successfully qualify as a locomotive engineer and traffic coordinator. Employees who successfully comply with these requirements will not subsequently be permitted to relinquish their seniority as traffic coordinator or locomotive engineer. Employees who fail to comply with this requirement will forfeit all seniority rights and their services will be dispensed with.

ARTICLE 61  
Calling

61.1

(a) **(This paragraph 61.1(a) is only applicable to the First Seniority District).** Except in cases of emergency, employees will be called at the home terminal two (2) hours in advance as far as practicable, and at the away from home terminal no less than one (1) hour in advance, of the actual time that the individual employee is required to report for duty. Where telephone service is available, employees will be called by telephone except that other means will be used in cases of telephone system failure, when the calling distance is not over two (2) miles from the crew office. Other means may also be used when employees are accommodated in facilities provided by the Company. If other than local telephone service is used, employees will be required to accept long distance charges. In the application of this paragraph, if employees in assigned service desire to be called on a regular basis, they will so request in writing.

61.1

(b) **(This paragraph 61.1(b) is only applicable to the 17th Seniority District).** Except in cases of emergency, employees will be called at the home terminal two (2) hours in advance as far as practicable, and at the away from home terminal no less than one (1) hour in advance, of the time required to report for duty. Where telephone service is available, employees will be called by telephone except that other means will be used in cases of telephone system failure, when the calling distance is not over two (2) miles from the crew office. Other means may also be used when employees are accommodated in facilities provided by the Company. If other than local telephone service is used, employees will be required to accept long distance charges. In the application of this paragraph, if employees in assigned service desire to be called on a regular basis, they will so request in writing.

**Called and Cancelled — Road Service**

61.2 Employees called for service and afterwards cancelled, will be paid a minimum of:

- (a) 75 miles if in passenger service; or
- (b) 50 miles if in freight service;

at the straight time rate of pay applicable to the class of service and the position for which called. Employees called for service between the hours of 2200 and 0800 and set back will be considered as having been called and cancelled.

61.3 Employees held in excess of 4 hours after reporting for duty before being cancelled will be paid for all time so held on the minute basis (each 4.8 minutes to count as 1 mile) at the straight time rate of pay applicable to the class of service called for.

61.4

- (a) Employees who perform any work after the time required to report for duty prior to the departure time of their train and are afterwards cancelled will be paid not less than a basic day at the rate of pay applicable to the class of service called for.
- (b) Employees in through freight service who are cancelled at the home terminal after reporting for duty or enroute will be paid the constructive road miles to the away from home terminal and return.

**61.5**

- (a) Employees in unassigned service who are allowed less than 100 miles under this Article will hold their turn out, and may book up to eight (8) hours rest at the home terminal or up to six (6) hours rest at other terminals but if allowed 100 miles or over, they will be dropped to the bottom of the board. Employees will not be allowed to choose between penalty payments.
- (b) Employees who are cancelled after reporting for duty, and who are allowed less than 100 miles, will retain their relative position on the board.

**61.6** This Article shall not apply to employees who are held on duty and used in service other than that for which originally called.

**Cancellation of Regular Assignments — Road Service**

**61.7** Employees on regular assignments in road service will be given as much advance notice as possible when their assignments are cancelled.

**61.8** Except in emergencies such as accident, engine failure or washout or where the line is blocked on their own or adjacent freight section or assigned territory, if less than 2 hours' notice of cancellation is given prior to the time required to report for duty, employees on regular assignments in road service will be paid a basic day at the minimum rate applicable to the class of service to which assigned for each tour of duty lost. The provisions of this paragraph apply only at the home terminal of an assignment and do not apply where employees are deadheaded or used in unassigned service under the provisions of Article 27, from the home terminal to the away-from-home terminal, to handle the return trip of their assignment.

**NOTE:** In the application of paragraph 61.8, situations resulting from shortages of power, equipment or employees will not be considered as "emergencies".

**Called and Cancelled — Yard Service**

**61.9**

- (a) When regularly assigned employees are required to come on duty and are not used, they will be paid 8 hours at the basic rate of pay applicable to the class of service for which called. Spare employees called and not used will be paid a minimum of 3 hours at the basic rate of pay applicable to the class of service called for. If held for a longer period before being cancelled, they will be paid for all time so held on the minute basis at schedule rates. Spare employees will hold their turn on the spare board if less than 8 hours pay accrues to them under these provisions.
- (b) Yard employees who report for duty and are afterwards cancelled, will be permitted to book up to eight hours rest and retain their relative position on the board.

**Cancellation of Regular Assignments — Yard Service**

**61.10** Regularly assigned employees will be notified not later than the completion of their shift if the following shift is to be cancelled, unless such cancellation is due to:

- (a) weather conditions;
- (b) shortage of motive power;
- (c) shortage of employees; or
- (d) other conditions over which the Company has no control,



in which event the Local Chairperson will be furnished with particulars at the time of cancellation.

ARTICLE 62  
**Submission of Time Returns**

**62.1** When the Company so requires employees will complete and submit time returns:

- (a) upon the completion of each shift, tour of duty or round trip;
- (b) for General Holiday pay claims, concurrently with the time return submitted for the first shift, tour of duty or round trip completed after the General Holiday;
- (c) for annual vacation pay claims, prior to going on annual vacation; if annual vacation allotment is split, prior to going on any split portion of annual vacation;
- (d) for maintenance of earnings claims to which entitled under a Material Change Notice or under the VIA Special Agreement, etc., at the end of each time period for which such claims are made;
- (e) for time claims such as:
  - (1) Extra Service (Article 9);
  - (2) Held-Away-From-Home Terminal (Article 18);
  - (3) Operating Late (Article 21);
  - (4) Tied Up Between Terminals (Article 22);
  - (5) Travel Allowance (Article 23); and
  - (6) Calling (Article 61);concurrent with the time return submitted for the first shift, tour of duty or round trip following the incident (as described by the above Articles) for which time is claimed;
- (f) for guarantee claims, no later than 10 calendar days from the end of the time period for which the guarantee is claimed;
- (g) for runaround claims and all other time claims, at the earliest possible date.

**NOTE:** For employees who are absent for any reason, outstanding time returns will be submitted as soon as practicable after such employees first resume duty.

**62.2** Where questions arise regarding time or mileage claimed:

- (a) any portion not in dispute will be allowed and paid; and
- (b) each employee under this Agreement whose name appears upon the time return and for whom compensation is claimed will be advised, within 30 calendar days from the date of receipt of the time return, of the amount not paid and the reasons therefor; otherwise such claims will be paid except that for guarantee claims, the time limits as provided herein will be 60 calendar days.

**62.3**

- (a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.
- (b) An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage. Employees who are not required to submit time returns may make such request initially by telephone or faxmittal. The voucher will be issued within three working days (i.e., excluding week-ends and General Holidays) of the employee's request provided that:
  - (i) the amount short paid is equivalent to or more than a basic day;
  - (ii) the time return involved, if any, was submitted promptly in accordance with the provisions of this Article; and
  - (iii) in the case of an initial request by telephone, the original of the written request has been received.

In the case of a request by faxmittal, a voucher will be issued within the three days referred to above. However, the original copy of the designated form must subsequently be forwarded to the designated officer.
- (c) Vouchers will not be issued in respect to:
  - (i) maintenance of earnings claim;
  - (ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

**ARTICLE 63**

**Composite and Combination Service**

**Work In More Than One Classification (Composite Service)**

**63.1** When employees are engaged during a tour of duty or day's work partly in one classification and partly in another, they will be paid for the entire service at the rate of pay of the highest rated occupation in which they were engaged.

**Work In More Than One Class of Service (Combination Service)**

**63.2** Employees performing more than one class of service during a tour of duty will be paid for the entire service at the highest rate applicable to any class of service performed. Overtime will apply on the basis of the rate paid for the entire tour of duty.

**NOTE:** Train service employees who are required to work a tour of duty in passenger service and a tour of duty in freight service during the course of a round trip (as in A to B in passenger service and B to A in freight service or vice-versa) will be paid at freight rates for both tours of duty in the round trip.

**63.3** Employees ordered in advance of the time required for a road trip in freight service to perform snow plow service within yard limits at points where yard service employees are not employed will be compensated for such snow plow service on the basis of actual time at through freight rates, if a wedge plow or flanger is used and on the basis of actual time at wayfreight rates, if a wing, drop nose or rotary plow is used. Such service will be considered as road service in applying this Article.

ARTICLE 64  
**Broken Time**

- 64.1 Employees prevented from completing a day's work due to illness will be paid for actual time on duty or mileage made up to the time relieved from duty.
- 64.2 Employees prevented from completing a tour of duty due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty but not less than a basic day.
- 64.3 Employees called to relieve other employees for completion of a tour of duty due to an illness or an injury on duty will be paid not less than a basic day.

ARTICLE 65  
**Training Programs**

**Promotion to Conductor**

65.1 The following conditions will apply to employees required to undertake the Company's training course for qualification and promotion to Conductor:

- (a) in the application of Article 60, employees will first be qualified as conductor in freight service and will, upon successful completion of the Company's training course for qualification and promotion to freight conductor, be considered as qualified in such service;
- (b) within six months following qualification as freight conductor, employees located at terminals where passenger crews are headquartered will be required to undertake the Company's training program for qualification as passenger conductor. Employees located at terminals where passenger crews are **not** headquartered may be required by the Company to undertake training under the provisions of this Item (b);
- (c) in the application of sub-paragraphs (a) and (b) hereof, the provisions of paragraph 60.8 will apply with the understanding that the "second examination" referred to in paragraph 60.8 will apply only to that portion of the respective training program which the employee failed to pass;
- (d) the Company's training course for qualification and promotion to passenger conductor as referred to in sub-paragraph (b) hereof will include two trial road trips in passenger service. The purpose of such trial trips is to provide the employee with the opportunity to gain experience as a conductor in passenger service under the direction of an assigned passenger conductor. Arrangements for such trips will take into consideration their purpose and will be arranged between the appropriate Company officer and the employee. While on such trial trips, the employee will be paid the all-inclusive training rate provided in sub-paragraph 4.1 (b), pro rated on a daily basis;
- (e) employees qualified as freight conductor under the provisions of sub-paragraph (a) hereof and who are not stationed at a terminal where passenger crews are headquartered will be required to qualify as passenger conductor within four weeks following transfer to a location where passenger crews are headquartered;
- (f) an employee qualified, under sub-paragraph (a) and who has not yet qualified under sub-paragraph (b) hereof, may be required to work as a conductor in passenger service if there are

no other qualified conductors available for such service due regard being had to the "manning" provisions of this Agreement;

- (g) during the period of time employees are so assigned to the Company's training course, they will be paid therefor at the all-inclusive rate per 40-hour week as provided by sub-paragraph 4.1 (b).

#### **Refresher Training — Qualified Conductor**

**65.2** Employees:

- (a) qualified as conductor prior to June 1, 1978 may be selected on a voluntary basis for "refresher training". The selection of such employees will be from terminals where passenger crews are headquartered; and
- (b) during the period of time employees are so assigned to the Company's training course, they will be paid therefor at the all-inclusive rate per 40-hour week as provided by sub-paragraph 4.1 (a).

#### **Promotion to Conductor (Yard) — Seniority District 11 - 15 inclusive**

**65.3**

- (a) in the application of Article 60, employees in yard service will be required to qualify as conductors (yard) and will, upon successful completion of the Company's training course for qualification and promotion to conductor (yard), be considered as qualified in such service;
- (b) during the period of time employees are so assigned to the Company's training course, they will be paid therefor at the all-inclusive rate per 40-hour week as provided by sub-paragraph 4.1 (b).

#### **General Provisions**

**65.4** Employees engaged as prescribed in the foregoing paragraphs 65.1 to 65.3 inclusive, whose training hours are extended by the Company beyond 40 hours in any one week or by any part of a week, will be compensated for such excess time at the straight-time hourly rate.

**65.5** Employees will be allowed reasonable transportation expenses to and from the point where the training course is conducted provided such course is conducted at a location other than the employee's normal place of residence.

**65.6** Away-from-home accommodation will be provided if employees are unable to return home daily.

**65.7** If employees are at a point other than their normal place of residence or work, they will receive a meal allowance of \$16.00 per day where accommodations with cooking facilities are provided or \$26.00 per day where accommodations without cooking facilities are provided when meals are not provided by the Company or at Company expense.

**65.8** Employees who are required to lose a tour or tours of duty in order to travel between their normal place of residence and the location of the training course at the beginning and/or at the end of the course, will be paid a basic day at the straight-time rate applicable to the class of service last performed for each tour of duty so lost.

**65.9** In lieu of the provisions of the collective agreement with respect to Article 77, employees will be allowed an additional sum of money equal to one-fifth of the prescribed all-inclusive rate referred to in Article 4 for each General Holiday which falls during the period of time they are assigned to the Company's training course.

**NOTE:** For Road Service graduates of assistant conductors/yard service employees Training Programs the Company will arrange (where it is practical and possible) to have a preponderance of trial trips for new assistant conductors made on train order territory.

### **Ad hoc Training**

**65.10** Employees in yard service required to take Company training programs such as safety seminars, dangerous commodities, careful car handling, etc. prior to the regular starting time of their assignment will be compensated at one and one-half times the basic straight time rate for actual time so occupied during the training period. The Company will make every effort not to keep employees beyond the completion of their tour of duty solely for the purposes of training. In any case, such training will not exceed a period of one hour.

## **ARTICLE 65A Conductor Training Course Road/Yard New Employees**

### **65A.1**

(a) During the period of time an employee is assigned to the Company's Conductor Training Course, Trainees will be paid at the all-inclusive rate per 40-hour week:

Classroom	Rate of Pay	\$900.00/week
Familiarization –	Rate of Pay	\$900.00/week

(b) The rates of pay and conditions shall also apply to employees who transfer from other bargaining units, except that if the employee is governed by another collective agreement which has rates of pay for training which exceed those governed by this Article, then those rates will apply. Upon request, the General Chairperson will be provided with relevant information pertaining to employees who are attending the training course that are from another bargaining group.

**65A.2** Away-from-home accommodation will be provided by the Company if the employee is required to remain at a location other than the employee's home terminal or normal place of residence.

**65A.3** Employees who are provided away-from-home accommodation will be allowed \$16.00 per day for meals when such are not provided by the Company or at Company expense.

**65A.4** The principles contained in the provisions of Article 77 for yard service employees, shall apply to employees governed by this Article.

### **Training**

### **65A.5**

(a) An individual commencing the training program outlined herein, will be required to qualify as a conductor / yard Conductor within six (6) months after commencing the Conductor Training program.

- (b) The Company's Conductor training program shall consist of areas of instruction such as but not limited to, the Canadian Railway Operating Rules, Dangerous Goods Training, QSOC, SRS, CATS, Switching techniques, Job briefing, CLO training, Belt Pack training and Familiarization/experience training which may be expanded to address the requirements of local operations.

### **Classroom Training**

#### **65A.6**

- (a) Each Trainee will be required to attend eight (8) weeks in the classroom training program, if successful the Trainee will be certified as a Conductor Trainee, herein after referred to as a Trainee.
- (b) A Trainee who fails to pass the classroom portion or rules examination may be offered assistance and be given a second opportunity to pass. Prior to the opportunity for the second examination the Trainee may be required to undergo an interview with the Course Co-ordinator who will determine if additional instruction is warranted. Should the Trainee be awarded a second opportunity and fail to pass on the second examination, their services shall be dispensed with. The General Chairperson shall be advised when a trainee's services are dispensed with.

### **Familiarization Training**

#### **65A.7**

- (a) Following the classroom training program, the Trainee(s) will be provided with training tours in switching and road/yard operations, the mixture of which shall be locally determined by the appropriate officer of the Company and the Designated Trainer(s). The shifts or tours of duty to be worked shall be mutually agreed by the Local Company Officer and Designated Trainer(s) taking into consideration the purpose of maximizing the experience gained by the Trainee. Any dispute in the number of shifts or tours of duty to be worked shall not prevent the commencement of the training tours, and the issue shall be brought to the immediate attention of the Joint Review Committee for resolution. Trainee(s) shall also be provided experience tours at locations to which they would be assigned or in other services, such as, but not limited to passenger service, which shall consist of:
  - (i) A minimum of 45 trial tours of duty as locally arranged, followed by;
  - (ii) Certification as Conductor/Yard Conductor, followed by;
  - (iii) Successful completion of the Belt Pack and CLO training courses, followed by;
  - (iv) Collective Agreement probationary period.

**Note:** Notwithstanding the forgoing provisions, in the event a trainee who has been certified as a Conductor/Yard Conductor and is required to perform service in Road or Yard operations prior to the completion of Belt Pack and/or CLO training, the Collective Agreement probationary period will commence from the date the employee performs such service.

- (b) Trainees will receive on the job training in road/yard operations with a Designated Trainer. These employees will counsel, assist in the training of, and evaluate Trainees during the training process.

- (c) In addition, for familiarization training purposes, each Trainee will be assigned with a Designated Conductor Trainer(s), hereinafter be referred to as a Designated Trainers. Designated Trainer's will be mutually chosen from employees currently working the position of conductor/yard conductor. The designated trainer will submit to the appropriate Company Officer an evaluation on the Trainees' progress together with specific recommendation's which will assist the Company in determining those areas where the candidate requires further assistance. Copies of these progress reports will also be supplied and reviewed with the Local Chairperson.
- (d) During such tours the Trainee will assume the Designated Trainer's Conductor / Yard Conductor position. The Designated Trainer will, consistent with the defined evaluation criteria, counsel, oversee the activities of and evaluate the Trainee. All crew members will continue to be held responsible for the safe observation of their train/ movement including the observance of such areas as operating rules, timetable special instructions and other related regulations.
- (e) During the practical portion of the training program, each Trainee(s) progress will be monitored by the Designated Trainer's and reviewed on a regular basis with the appropriate Company Officer. Through feedback from the Supervisor and Designated Trainer(s), Trainees will be advised of their progress to date, and which specific areas, if any, that employees require additional effort or counselling. Where required, the Company will make the additional instruction available to the Trainee.
- (f) A Trainee who fails to demonstrate the ability to perform the duties associated with the position to the satisfaction of the appropriate officer of the Company or Designated Trainer, may be provided additional instruction or additional training tours. Any Trainee who fails to successfully qualify, upon completion of additional instruction or training, will be dispensed with.
- (g) After completing the shifts or tours of duty as outlined in the training program and upon recommendation by the Designated Trainer(s) and the appropriate Officer of the Company, the Trainee will be required to work a minimum of one tour of duty in road service and/or one shift in yard service during which they will be assessed by a Company Officer who will qualify the Trainee as a conductor/yard conductor consistent with the pre-defined criteria. Such Trainee will perform all duties of the regular employee when qualifying.

**Note:** A Trainee will not be classed as a qualified Conductor / Yard Conductor prior to the six month period defined in Article 65A.6 without the concurrence of the Designated Trainer(s).

#### **New employees with former Railway operating experience**

##### **65A.8**

- (a) Former CN Rail employees or employees of other Railroads who have been previously qualified as a conductor or yard conductor within three (3) years of the date of hire may not be required to complete this course, but will be considered as qualified provided they can pass the necessary examinations. CLO and belt pack training will also be provided where necessary. They shall also be required to complete familiarization tours of duty in road and/or yard service prior to working either a reduced crew or in extended run service. The shifts or tours of duty worked shall, where feasible, include each operating area of the yard and where practicable, each subdivision at the home terminal.
- (b) Trainees outlined herein, will be provided with training tours in switching and road/yard operations, the mixture of which shall be locally determined by the appropriate officer of the Company and the Designated Trainer(s).

**65A.9**

- (a) Current employees who have not obtained the requisite 18 or 24 months service and/ or have not yet had the opportunity to qualify as Conductor / Yard Conductor will be provided an opportunity to be examined for promotion to Conductor/ Yard Conductor, as the operation permits. Employees who successfully pass the required examination will be considered as promoted to Conductor / Yard Conductor. Current employees who have not obtained the requisite 18 or 24 months service and/ or have not yet had the opportunity to qualify as Conductor / Yard Conductor will rank senior to employees with a seniority date subsequent to the signing date of this Agreement. Such employees shall be placed on the Conductor/Yard Conductor seniority list as per their relative standing on the applicable Trainperson/Yardhelper seniority list.
- (b) The Conductor (Trainee) shall come within the scope of the Collective Agreement at such time as they work their first shift or tour of duty, at which time they will be ranked on the seniority list in the manner applied on each respective General Chairperson's territory. Trainees will be placed on the Conductor's seniority lists behind those employees already in service.
- (c) Conductor (Trainee's) governed by this agreement shall not be regarded as permanent until completion of the training program specified herein, including any probationary periods outlined in the Collective Agreement.
- (d) A Conductor (Trainee) governed by this Agreement will be considered as on probation until they have completed 90 tours of service. If found unsuitable prior to the completion of the training program or the 90 such tours, the Trainee will not be retained. The Trainee involved will be interviewed and explained the reason for termination. Such action will not be construed as discipline or dismissal but may be subject to appeal by the General Chairperson on behalf of such employee.  
  
**Note:** In the application of this clause, each twenty four (24) hour period, or less, in which compensated service is performed shall be treated as a separate "tour of duty".
- (e) During normal hours of classroom instruction, the General Chairperson or delegate of the TCRC-CTY shall be allotted an amount of time to address the Trainees. This presentation time will be mutually agreed time and date.
- (f) A Joint Review Committee will be established, consisting of the General Chairpersons or their delegate, the System Director Operating Practices and another appropriate Officer(s), to review the various aspects of the training course following the completion of the first course and thereafter as the need arises.

**65A.10** The provisions of the Articles 59.1(c ) Experience of Employees and Article 60 (Promotion - with the exception of paragraphs 60.1 and 60.9) shall not apply to new employees during the training period.

**ARTICLE 66  
Engine Service Employees**

**66.1** The references, in this Article, to "conductors (yard)" shall apply only on Seniority Districts where interchangeable seniority rights between road and yard service are in effect.

(Refer to Addendum No. 40)



66.2 Subject to the provisions of paragraph 66.4, senior qualified conductors and conductors (yard) will be given full and unprejudiced consideration in the selection by the Company of candidates to accept training under the terms of this Article. Candidates in locomotive engineer training will normally be trained at their permanent home terminal except that, in order to ensure they are prepared for territory upon which they may be required to work once qualified, they may be trained at an alternative terminal for a portion of their training. When required to train at other than their permanent home terminal, the allowance under 66.10(f) shall apply.

66.3 Bulletins for applications for selection as trainees will be issued to employees on the 20th seniority district. Such bulletin will indicate the locomotive engineer's seniority district, the former Eastern or Central, on which locomotive engineers will be trained, and indicate the location at which the employees will be trained. Employee's preference rights on former seniority territories will be used in determining the senior eligible employees. Refer to Addendum No. 105

66.4 Intentionally left blank

66.5 An employee who makes application and is trained as a locomotive engineer at a particular home station will, at the time he becomes qualified, establish that location as his home station as locomotive engineer.

66.6 Intentionally left blank

66.7 Intentionally left blank

66.8 Intentionally left blank

66.9 Candidates will be considered qualified as locomotive engineers on the successful completion of the Company's training course. If during the training course the Company determines that a candidate is not suitable for promotion to locomotive engineer, his training will be discontinued and he will be advised in writing of the reason for his disqualification.

66.10 During the period of time that candidates are assigned to the Company's training course the conditions contained in sub-paragraphs (a) to (f) inclusive of this paragraph will apply:

(a) they will make themselves available for training as required and will be paid a flat rate for each tour of duty worked while training as follows:

(b)

Run Length of 1 – 170 miles	\$254.59
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Run length greater than 170 miles	2 x \$254.59
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Should runs greater than 300 miles be established, the parties agree to meet to determine a suitable rate for such runs based on the principles of this article.

NOTE: An ESE who remains available or works as scheduled shall not receive less than an average of \$1527.51 per week over a 28 day period. GWI will apply to the weekly rate and flat rate set out herein.

(b) When training, employees will not be considered as being in a road or yard service classification and will be entitled to the provisions governing issues such as: Vacations, Health and Welfare, Medicare Allowance and Bereavement Leave in this Agreement. Employees will also be subject to Union Dues Checkoff (Addendum No. 1). If used on a position, not covered by this article, they shall be governed by the wages and work rules

applicable to the classifications in which used. When in classroom training, the rate shall be \$296.60 for each day in the classroom to a maximum of \$1527.51 per week;

- (c) away-from-home accommodation will be provided when reasonably required;
- (d) they will be allowed \$6.00 per day for meals where such are not provided;
- (e) An ESE will be allowed an additional payment equivalent to the last training tour worked prior to any General Holiday as payment for each General Holiday which falls during the period of time assigned to the Company's training course.
- (f) Employees required to take the classroom portion of their training away from home will be compensated \$18.00 per day if cooking facilities are available or \$28.00 per day where there are no cooking facilities.

**66.11** Candidates who have qualified as locomotive engineers shall thereafter be known as Engine Service Employees and shall be designated by the letters ESE which will be shown opposite their names on the seniority lists wherein their names appear.

**66.12** Intentionally left blank

**66.13** Intentionally left blank

**66.14** When an employee is in training to be a locomotive engineer in accordance with the provisions of paragraph 66.10 or when an engine service employee is set up to the locomotive engineers' working list, the employee's regular position will be posted as a temporary vacancy and will be filled as such until the next change of timetable and:

- (a) except as provided by Article 83 should engine service employees, upon being displaced from the locomotive engineers' working list at any terminal, elect to return to the road/yard service ranks in preference to exercising seniority as locomotive engineers on the seniority district they must:
  - (1) return to the terminal to which last assigned and revert to the district assignment vacated when set up on the locomotive engineers' working list; or
  - (2) if displaced off a district assignment by a senior employee while set up on the locomotive engineers' working list, or if a change of timetable has taken effect between the time set up on the locomotive engineers' working list and the time displaced therefrom, such employees will be permitted to exercise seniority to the assignment of their choice at their home station as a train service employee/yard service employee; or
  - (3) Engine service employees returning may claim any position that was advertised, including TV's, during the period they were set up.

**NOTE:** Subject to (1) and (2) of this sub-paragraph (a), when returning to the road/yard service ranks subsequent to the closing of change of time bids but prior to the effective date of the change, employees will be permitted to declare to the assignment of their choice, which will be effective with the change of timetable.

- (b) the provisions of sub-paragraph 66.14 (a) will also apply to employees upon completion of training when returning to a position under this Agreement;

- (c) while on the spare board an engine service employee will be called in turn for spare work in road/yard service. Such employee will also be permitted to apply for any vacancies which may come open under the provisions of this Agreement;
- (d) should engine service employees be assigned to an assistant conductor's position on a through freight assignment, they shall work on the position of head-end assistant conductor, due regard being had to the preference of the senior assistant conductor in that crew. In the application of this sub-paragraph, an engine service employee will not be required to work the head-end position when in road switcher, way freight or work train service and will not receive the Special Allowance as provided in paragraph 2.3 when called for (or regularly assigned to) such service;
- (e) An engine service employee will protect a conductor's and conductor's (yard) vacancy pursuant to the provisions of this Agreement, due regard being had to Paragraph 66.17.

**66.15** Engine Service Employees who do not desire to accept calls for work as a locomotive engineer on a tour of duty basis will so notify their supervisor in writing at the time they become qualified as locomotive engineer; at each Spring and Fall change of timetable; and, at time of being displaced from the locomotive engineers' working list. Engine Service Employees who do not advise their supervisor in accordance with the previous sentence will, when available for service, be called as required in seniority order to protect work as locomotive engineers. If there are no such Engine Service Employees available when service as a locomotive engineer is required, the junior available Engine Service Employee who has complied with the first sentence of this paragraph will be called and must accept such service. In the event that Engine Service Employees are unavailable when called on a tour of duty basis, they will not be considered as available for service in any capacity until such time as the employee accepting the call in their stead has returned and is released from duty at that terminal except that Engine Service Employees on a spare board will be governed by the provisions of paragraph 56.2. The foregoing penalties will not apply when there are no other qualified employees available to protect a position on which the Engine Service Employees can be used.

**NOTE 1:** Engine Service Employees who protect service as a locomotive engineer in accordance with paragraph 66.15 will be governed by the collective agreement applicable to their service as locomotive engineer in the matter of booking rest upon completion of such tour of duty. When rest is so booked, they will not be considered available for service until such rest expires.

**NOTE 2:** The maximum period that an employee will be considered as unavailable for service in any capacity, in accordance with this paragraph 66.15, is 24 hours.

**NOTE 3:** Engine service employees are not required to make trips or tours of duty on their days off or outside their established time blocks.

**66.16** When Engine Service Employees who are not working as a locomotive engineer are held back from the position to which assigned to protect work as a locomotive engineer on a tour of duty basis, they will, if so held and not used, be paid the earnings of the position to which assigned, unless they are assigned to the spare board when they will be paid 100 miles for each 8 hours or part thereof and take their turn on the spare board with respect to their relationship to other employees on the board at the time so held. Time held will be computed from the time compensation would have commenced on the tour of duty from which they were held back.

**66.17** An Engine Service Employee will be required to perform service as a locomotive engineer, in accordance with the agreement governing that classification, in preference to performing service in classifications covered by this Agreement, except as otherwise provided in paragraphs 66.15 and

66.16. Should Engine Service Employees who have established seniority as a locomotive engineer lose such seniority for any reason they will also forfeit their right to work as Engine Service Employees.

66.18 Engine Service Employees may relinquish their status as such for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairperson.

66.19 Engine Service Employees who, for any reason, forfeit or otherwise lose their right to work as such, will thereafter not be permitted to make application for selection as Engine Service Employees unless such application is agreed to by the proper officer of the Company and the General Chairperson.

66.20 Engine Service Employees while working as locomotive engineers will retain and continue to accumulate seniority under this Agreement and their names will continue to appear on the appropriate seniority lists, provided seniority rights are asserted within 30 calendar days after release from employment as locomotive engineer.

66.21 The provisions of this Article shall prevail notwithstanding provisions in this Agreement which may be in conflict with or which restrict the full application of this Article.

66.22 Upon graduation from the Company's Locomotive Engineer training school, those graduates whose seniority will allow them to hold work as road conductors, will revert to those positions. They will perform the duties of the conductor, and when those duties permit, they will receive on the job training to become qualified as Locomotive Engineers.

66.23 Those graduates whose seniority does not allow them to hold work as road conductors at their respective home terminals will be trained and qualified as yard Locomotive Engineers. To become fully qualified, such employees must at first opportunity when their seniority allows, or at Company option, complete the road portion of the training. Employees who cannot hold work as road conductors and who, at the Company's option complete the road portion of the training will train as an additional employee in the cab and will not be considered as part of the crew.

66.24 Those graduates whose seniority does not allow them to hold work as road conductors at their respective home terminals and whose home terminals do not have yard assignments will train as an additional employee in the cab.

66.25 Employees who cannot hold work as road conductors will, at the Company's option, complete the road portion of the training as an additional employee in the cab. They will be compensated at the following rate per calendar week and a \$6.00 per day meal allowance.

66.26 Qualified Locomotive Engineers working as Conductors will be entitled to a special allowance of \$1.00 per hundred miles or portion thereof in addition to all other earnings for the tour of duty for assisting with the engine service duties.

#### **Abbreviated Engine Service Training Program**

66.27 In addition to the regular locomotive engineer training program, a new abbreviated engine service training program will be made available to Conductors hired prior to June 30, 1990, who do not wish to become fully qualified Locomotive Engineers but must qualify to operate a locomotive when accompanied by a Locomotive Engineer.

66.28 Working conductors who have completed the abbreviated engine service training program will be entitled to payment of \$1.00 per hundred miles or portion thereof, in addition to all other earnings for the tour of duty. This payment for assisting with the engine service duties.

**66.29** Qualified conductors occupying furlough boards or non-essential assistant conductor's positions, will at the Company's discretion, be required to undertake locomotive engineer training or the abbreviated engine service training program.

It is agreed that in the application of 66.27 and 66.29 above, the Regional Committee will be afforded the flexibility of altering and establishing training packages that meet the implementation requirements. Refer to Addendum No. 100

## ARTICLE 67 Engine Hostlers

**67.1** When the Company requires the services of employees designated herein to work as Engine Hostlers, (commonly known as Outside Hostlers), notice will be posted at the terminal where such services are required, calling for applications from employees who have qualified as conductors/conductors (yard) to train for Engine Hostlers' positions.

**67.2** Applicants for training will be selected on the basis of their earliest seniority date on the assistant conductors' seniority list or yard helpers' seniority list.

**67.3** Employees selected for training will be compensated 8 hours at the yard helpers hourly rate of pay for each day spent in training.

**67.4** Subject to meeting the Company's requirements and regulations and upon successful completion of the training, qualified Engine Hostlers shall be carried on a separate seniority list and shall establish seniority as such from the closing date of the notice referred to in paragraph 67.1 in the order of seniority which they held in the group from which they came. Where an employee holds a seniority date in more than one classification under this agreement, the date used to establish his relative standing shall be the earlier of such dates.

(Refer to Addendum No. 32)

**67.5** Qualified applicants will be assigned in seniority order to permanent vacancies and new positions of Engine Hostlers on the basis of their seniority date specified in paragraph 67.4.

**67.6** An employee assigned to a bulletined position of Engine Hostler must remain in such classification until the following change of timetable or until displaced, in preference to performing service in any other classification under this Agreement.

**67.7** An Engine Hostler will be compensated for such work at the rate specified in paragraph 3.1 and, except as otherwise provided in this Article, the principles contained in the following Articles will apply to Engine Hostlers:

- Article 5 - Use of Private Automobile
- Article 32 - Hours of Work
- Article 33 - Work Week
- Article 34 - Overtime
- Article 35 - Operation of Yard Assignments, except paragraphs 35.2 and 35.3
- Article 36 - Guarantees
- Article 42 - Assignment to Other Than Regular Duties
- Article 45 - Archived
- Article 46 - Seniority Districts - Road and Yard Service
- Article 47 - Interchangeable Seniority Rights - Road and Yard Service
- Article 48 - Bulletining and Filling of Positions

- Article 49 - Manning of Temporary Vacancies and Temporary Assignments Paragraph 49.18 only, excluding the note thereto
- Article 51 - Booking Rest
- Article 52 - Employees not Considered Absent
- Article 53 - Resuming Duty after Absence for any Reason
- Article 54 - Reductions in Staff
- Article 61 - Calling
- Article 62 - Submission of Time Returns
- Article 63 - Composite and Combination Service
- Article 64 - Broken Time
- Article 70 - Investigations in Connection with Company Business
- Article 71 - Payment for Examinations
- Article 72 - Expenses Away From Home
- Article 73 - Free Transportation
- Article 75 - Health and Welfare Plans
- Article 76 - Bereavement Leave
- Article 77 - General Holidays
- Article 78 - Annual Vacation
- Article 79 - Material Changes in Working Conditions
- Article 80 - Leave of Absence
- Article 81 - Leaving or Re-entering Service
- Article 82 - Discipline
- Article 83 - Disciplinary Restrictions
- Article 84 - Grievance Procedure
- Article 85 - Application and Interpretation of Agreement
- Article 86 - Manning: In Case of Work Stoppage
- Article 87 - Printing of Collective Agreement
- Article 88 - Use of Communications Systems
- Article 89 - Use of Gender

**67.8** If no applications are received from available qualified employees for a bulletined Engine Hostler's position, the junior qualified Engine Hostler at the terminal not working as such will be assigned. An employee so assigned will be permitted to vacate the assignment when a junior employee subsequently becomes qualified as Engine Hostler.

**67.9** When a temporary vacancy occurs, the junior Engine Hostler in the terminal not working as such who will have had 8 hours off duty and is available for service 2 hours before required to report for duty will be called and he must protect the vacancy. In the event employees fail to respond when called for service as Engine Hostler, they will not be considered as available for service in any capacity until such time as the employee used as Engine Hostler in his stead completes such tour of duty.

**67.10** An employee liable for service as an Engine Hostler may be held off his assignment when necessary to ensure that such employee will be available 2 hours prior to the time required to report for duty as an Engine Hostler. If held and not used, he will be paid the earnings of his regular assignment.

**67.11** An employee, filling a position of Engine Hostler will retain and continue to accumulate seniority on the appropriate seniority list(s).

**67.12** The status as Engine Hostler may be relinquished by an employee for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairperson.

**67.13** For rehabilitation purposes, an employee in road or yard service who has become incapacitated in the service of the Company and who qualifies himself for work as Engine Hostler will

be permitted, (when mutually agreed between the General Chairperson and the proper officer of the Company), to displace an able-bodied employee working as an Engine Hostler who is able to hold other work in yard or train service at the home terminal. In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.

**67.14** It is recognized that, pursuant to the collective agreement between the Company and the Brotherhood of Locomotive Engineers, an incapacitated employee who has seniority as a fireman/helper will be permitted to exercise seniority as a permanent hostler and will be required to displace a fireman/helper from a hostling position before being allowed to displace an employee from a forfeited position. In this regard, the representative of the Teamsters Canada Rail Conference-Conductors, Trainmen and Yardhelpers, will cooperate with all concerned in an endeavour to place the employee so restricted on a suitable hostling assignment.

**67.15** The provisions of this Article shall prevail notwithstanding provisions in this Agreement which may be in conflict with or restrict the full application of this Article.

**67.16** When during a shift the Company requires Engine Hostlers to furnish on-the-job training to Engine Hostler trainees, (i.e. provide such advice, counsel and supervision as required to ensure the safe operation of the locomotive(s) and assist the trainees in improving their skill and competence, including the completion of progress reports as necessary), they will be paid an allowance as prescribed by paragraph 4.2 in addition to regular earnings.

#### ARTICLE 68

##### **Appointing Traffic Coordinators and Assistant Traffic Coordinators**

**68.1** Subject to the provisions of Agreement 4.2, in the appointment of traffic coordinators and assistant traffic coordinators the senior qualified employees on the yard service employees seniority list will, in all cases, be given full and unprejudiced consideration.

(Refer to Addendum No. 25)

#### ARTICLE 69

##### **Furnishing White Electric Hand Lanterns**

**69.1** Employees must be in possession of a white electric lantern of a standard prescribed by the Company. Lanterns must be equipped with not less than 2 white bulbs ready for instant use and a spare white bulb must be carried in the lantern.

**69.2** Employees will be furnished electric lanterns by the Company upon signing a payroll deduction order for the actual cost of the lantern supplied, not including the cost of bulbs and batteries. Deduction will be made from pay cheques for lanterns so provided.

**69.3** When an employee leaves the service of the Company, lanterns (in satisfactory condition) may be returned to the Company whereupon the cost of the lantern, deducted when issued, shall be refunded.

**69.4** Replacement of lanterns issued by the Company will be made without cost to the employee under the following conditions:

- (a) when worn out or damaged in the performance of Company service (upon return of the worn or defective lantern);

- (b) when stolen while employee is on Company property and there is no neglect on the part of the employee;
- (c) when destroyed in the performance of duty.

69.5 The Company will maintain a supply of bulbs and batteries at convenient locations, to be drawn as required (upon presentation of those parts worn out or broken) without cost to the employee.

69.6 In the event that, due to conditions beyond the control of the Company, it becomes impossible to practically obtain a sufficient quantity of electric lanterns, bulbs or batteries for the purpose set forth herein, the Company shall thereby be relieved of compliance with the provisions of this Article, until such conditions no longer exist.

## ARTICLE 70

### Investigations In Connection With Company Business

70.1 Employees who, during their off duty time, are required to attend Company investigations or who are held off work by the Company for such investigations and employees who are held off work on Company business on order of the proper Company officer, will be paid as provided in paragraphs 70.2 and 70.3.

**NOTE:** Interim agreement pending closed period commitment, an employee will be entitled for payment for all time lost with a minimum of a basic day to attend an investigation regardless of responsibility.

#### Compensation — Assigned Service Road and Yard

70.2 Employees in assigned service will be paid for actual time lost; when no time is lost pay will be allowed, hour for hour, for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) on the basis of 1/8th of the daily rate applicable to the class of service in which usually engaged.

#### Unassigned Service or Spare Boards

70.3 Employees in unassigned service or on the spare board will be allowed pay hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) on the basis of 1/8th of the daily rate applicable to the class of service last performed, and if they lose their turn, pay will be allowed for a full day of 8 hours or actual time lost when such time can be clearly determined. For Yard Service Employees, payment for actual time lost will not include payment pursuant to paragraphs 35.6 and 35.7.

#### Attending Court

70.4 Employees attending court or at a Coroner's Inquest on legal cases where the Company is involved (or, if subpoenaed by the Crown in such matters) will be furnished with the necessary transportation and compensated therefor as follows:

- (a) assigned service, road and yard - as provided in paragraph 70.2 with a minimum payment of 4 hours if required during a layoff period of less than 16 hours but, if required during a layoff period of 16 hours or more, payment for a basic day;



- (b) unassigned service or spare boards - as provided in paragraph 70.3 with a minimum payment of 4 hours if employees do not lose their turn or, if they lose their turn, payment for a basic day or actual time lost (when such can be determined) and payment pursuant to paragraphs 35.6 and 35.7 for yard service employees will not accrue.

### **General**

**70.5** In the application of paragraphs 70.3 and 70.4 employees who lose their turn will take their standing on the board as from the time they are released.

**70.6** Actual reasonable expenses will be allowed when away from home terminal.

**70.7** In the application of this Article no allowance will be made for deadheading under Articles 17 and 38.

**70.8** Employees who are on night duty shall not be required to attend an investigation into a matter duly reported until they have had at least 8 hours rest, except in extreme cases.

**70.9** Court witness fees and mileage will be assigned to the Company.

### **Jury Duty**

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

- (a) 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;
- (b) the number of working days for which jury duty pay shall be paid is limited to a maximum of 90 days in any calendar year;
- (c) nor 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.
- (d) Notwithstanding the provisions contained in the last sentence of sub-paragraph 70.10(c), an employee's annual vacation will, if he or she so requests, be rescheduled if it falls during a period of jury duty.

### **Company Initiated Meetings**

**70.11** When a Local Union officer is requested by a Company officer to attend a meeting on a matter initiated by the Company, such an employee will be compensated as follows on account of such attendance:

- (a) where necessary to lose time, or a trip, reimbursement for actual time lost;
- (b) where available between trips or on a designated rest day:
  - (1) 75 miles or 4 hours if in passenger service; or
  - (2) 50 miles or four hours if in freight service; or

- (3) 4 hours if in yard service; or
  - (4) for time in excess of four hours, pro-rata payment on a minute basis;
  - (5) payment hereunder will be at the rate of pay for the position and the class of service last performed;
- (c) where necessary for any official Union representative to travel from another terminal or if such employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, traveling costs and hotel/motel accommodation (in addition to payment outlined in sub-paragraphs (a) or (b) above). Expenses claimed must be submitted on CN Form 3140B and receipts for each expense claimed must accompany such submission.

### **Held for Company Business**

**70.12** When held under these provisions, employees may, as locally arranged, hold their turn on the working board and be afforded the opportunity to book up to eight (8) hours rest upon completion.

## **ARTICLE 71 Payment for Examinations**

### **Periodic Medical**

**71.1** An employee required to take a periodic medical examination during his off-duty hours shall be allowed payment of 6 hours pay on the basis of 1/8th of the daily rate applicable to the service last performed.

**NOTE:** Employees will be required to advise the Crew Management Center sixty (60) days in advance of the date of their scheduled periodic medical. An employee will not be required to change their periodic medical and if it results in the employee having to lose time in order to undergo the examination, such employee will be paid pursuant to Article 71 under Addendum 44 of Agreement 4.16. If an employee voluntarily exercises seniority within the sixty (60) days, and misses work due to the medical appointment payment will be made under Article 71.1 of Agreement 4.16.

### **Periodic Rules Examinations**

**71.2** An employee required to take a periodic rules examination during his off-duty hours shall be allowed payment on the following basis:

**NOTE: For QSOC qualifications - see Addendum No. 92 and Addendum 121**

- (a) An employee required to take a periodic "B" or lower class rules examination in the Uniform Code of Operating Rules or its successor shall be allowed 3 hours pay on the basis of 1/8th of the daily rate applicable to the service last performed.
- (b) An employee required to take a periodic examination in the subjects mandated by the Railway Employee Qualification Standards Regulations, including the Canadian Railway Operating Rules or its successor, shall be allowed 8 hours pay on the basis of 1/8th of the daily rate applicable to the service last performed.

- (c) Payment will not be made to an employee directed to take such examinations as a disciplinary measure, nor will an employee be paid for taking such examinations which he or she fails to pass to the satisfaction of the Rules Examiner.

(Refer to Addenda Nos. 44, 72, 92 and 121)

**ARTICLE 72**  
**Expenses Away From Home**

**72.1** Except as provided in paragraph 72.3 an employee who is required by the Company to move from a main (home) terminal to another main (home) terminal where a shortage of employees exists will receive a meal allowance of \$16.00 per day where accommodations with cooking facilities are provided or \$26.00 per day where accommodations without cooking facilities are provided, where meals are not provided by the Company or at Company expense. At the employee's option, the employee may be offered an all inclusive allowance of \$72.00 per day be provided in lieu of any and all other expenses.

**72.2** The allowance will be paid for each calendar day such employee works or is available for work at or out of the point where the shortage exists, provided such point is not the employee's normal place of residence.

**72.3** This Article does not apply to employees moving on their seniority district in the exercise of seniority rights, or upon recall from layoff, or while filling vacancies at subsidiary or outpost stations to the main (home) terminal except when they are entitled to the allowance at such main (home) terminal.

**NOTE:** Employees who, through the application of seniority rules, are forced account no applications received to fill a position on a regular or temporary assignment which is home terminalled at a location which is subsidiary or outpost to their home station will be permitted, if accommodation is required, to stay in Company rest house facilities at the location if available, and, if there are none, they will be supplied accommodation, provided that such assignments are not located at the employees' place of residence and the distance from the city or town hall at the home station to the location of the assignment is 40 miles or more by the most direct highway route. Such employees will receive an allowance of \$16.00 per day where accommodations with cooking facilities are provided or \$26.00 per day where accommodations without cooking facilities are provided, for each day the employee is held at that location to protect the assignment.

**ARTICLE 73**  
**Free Transportation**

**73.1** When necessary for employees to move from one terminal or home station to another to exercise their seniority rights, free transportation for themselves and dependent members of their family and household goods will be granted.

**ARTICLE 74**  
**Rehabilitation**

**74.1** A number of suitable positions on the seniority district will be designated as positions to be used for rehabilitation purposes. If there are no disabled employees to fill such designated positions, they will be bulletined and filled as provided by Article 48.

74.2 In the event that no applications are received for vacancies on designated rehabilitation positions, the junior employee on the spare board for the service and at the terminal where such position(s) exist will be assigned thereto and will be required to remain thereon for a period of 3 months or for the remainder of the life of the timetable, whichever is the lesser, unless displaced by a more senior employee who exercises seniority to such a position or by an employee who subsequently becomes disabled but remains able to fill the designated position.

74.3 In the event all designated positions on the seniority district are filled by disabled employees and, thereby, no positions remain available for rehabilitation purposes, an employee who has become disabled and unable to perform regular duties but who is capable of performing the duties of some other position may be placed on such other position subject to a specific request therefore from the General Chairperson to the District Manager and as mutually agreed upon between them. Subject to such an arrangement the employee filling the position upon which the disabled employee is placed will be permitted the full exercise of seniority in the type of service in which engaged at the time of such displacement.

74.4 Archived

74.5 Employees medically restricted by a Company Medical Officer to work on designated rehabilitation positions or those positions governed by the provisions of paragraph 74.3 must be similarly cleared of such restriction before again being permitted to exercise seniority into Road and/or Yard Service.

(Refer to Addenda Nos. 14 and 73)

## ARTICLE 75 Benefit, Dental and Extended Health Care Plans

### **Benefit Plan for Train and Engine Service Employees**

75.1 Benefits shall be available in accordance with the terms of the Agreement dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

### **Dental Plan**

#### **75.2**

Benefits shall be available in accordance with the terms of the Agreement dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

### **Extended Health Care Plan**

#### **75.3**

Benefits shall be available in accordance with the terms of the Agreement dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

### **Life Insurance Upon Retirement**

75.4 a) An employee who retires from the service of the Company subsequent to May 1, 2002, will, provided he or she is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$6,000.00 life insurance policy, fully paid up by the Company.

- b) An employee who retires from the service of the Company subsequent to January 1, 2003, will, provided he or she is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 life insurance policy, fully paid up by the Company.

#### **Life Insurance — In Service**

**75.5** Employees in service will be entitled to life insurance as provided in the current Benefit Plan Booklet. The amount of life insurance as shown therein payable to employees in service will be \$53,000 effective January 1, 2015 which amount is subject to the conditions of and which may change by Benefit Plan negotiations from time to time.

In addition to the aforementioned, employees may purchase additional life insurance through the Company's unionized group plan to a maximum of \$100,000 subject to providing evidence of insurability as determined by the carrier.

#### **Life Insurance - Accidental**

**75.6 (a)** Should an eligible unionized employee decrease as a result of accidental means while working on the job, a lump sum amount of \$100,000 will be given to the surviving spouse (or the estate of the employee if there is no spouse) to relieve some of the financial burdens that accompany such a tragedy. This program is also designed to provide some compensation to a worker who might be seriously injured on the job. This coverage would be provided in addition to the currently negotiated Accidental Death and Life Insurance benefits but would be subject to the exclusions (suicide, aircraft as crew member or pilot, war, armed forces, etc.) normally attached to such coverage.

- (b) An eligible unionized employee is defined as any full time employee of CN who has been assigned a personal identification number (PIN).

### **ARTICLE 76 Bereavement Leave**

**76.1** An employee who has not less than 3 months of cumulative compensated service shall:

- (a) due to the death of the employee's grandparent, grandchild, step-parent, mother-in-law, father-in-law, brother, sister, step-brother or step-sister, be entitled to three consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three calendar days.
- (b) due to the death of the employee's spouse, child, step-child or parent be entitled to five consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such five calendar days.

**76.2** Employees who are on vacation and qualify for bereavement leave will have their vacation suspended for the required number of days and will commence vacation again once the bereavement period has expired. The employee will be compensated in accordance with their vacation rate.

**NOTE:** In the application of this Article, "employee's spouse" means 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, it means the person that qualifies as spouse under the definition of that word

in Section 2 (1) of the **Canadian Human Rights Benefits Regulations**, as long as such person is residing with the employee.

(Refer to Addendum No. 84)

**ARTICLE 77**  
**General Holidays**

**77.1** An employee who qualifies in accordance with paragraph 77.2 hereof shall be granted a holiday with pay on general holidays as shown on the following table:

(a)	Que.	Others
New Year's Day	X	X
January 2nd	X	X
Good Friday	X	X
Victoria Day	X	X
National Holiday	X	
Canada Day	X	X
First Monday in August	X	X
Labour Day	X	X
Thanksgiving Day	X	X
Remembrance Day		X
Christmas Day	X	X
Boxing Day	X	X

(b) a qualified employee who transfers from one province to another will be entitled to no more/no less than the total number of General Holidays applicable to any one province in any calendar year.

**NOTE:** If the Federal Government designates "Heritage Day" or other such day as a General Holiday, the day so designated by the Government shall be substituted for January 2nd, except that in Quebec, the First Monday in August shall be so substituted.

**77.2** In order to qualify for pay on any of the holidays specified in paragraph 77.1, employees shall have completed 30 days of continuous employee relationship and, in addition:

(a) shall commence a shift or tour of duty on the general holiday; or

(b) shall be entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; and

**NOTE:** Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 10 shifts or tours of duty referred to in this sub-paragraph (b).

(c) unless cancelled:

(1) shall be available for duty on such holiday if it occurs on one of their work days, excluding vacation days;

**NOTE:** Regularly assigned employees who are notified by bulletin that their assignment is to be cancelled on a general holiday, but who are later required on the holiday, will be advised

prior to the completion of their last shift or tour of duty immediately preceding the holiday that their services will be required on the holiday. If so advised, they will protect their assignment. If not so advised, but their assignment operates on the holiday, such regularly assigned employee will be called to protect the assignment; however, in the event that such regularly assigned employees who were not so advised cannot be contacted, they will not be disqualified from general holiday pay as a result thereof. In the application of this provision, it is understood that, if the regularly assigned employee is unavailable, the position will be filled in accordance with the terms of the collective agreement and no grievance or time claim will be entertained as a result thereof.

- (2) shall not book in excess of 12 hours rest consecutive with the termination of their last shift or tour of duty, which occurs either on the day before or on the general holiday, when any portion of rest so booked falls on the general holiday. Employees assigned to extended runs will be entitled to book twenty-four (24) hours rest consecutive with their last tour of duty without affecting their entitlement to general holiday pay
- (3) Except as provided by sub-paragraph (g), of this paragraph shall be entitled to wages for at least 10 shifts or tours of duty as described in sub-paragraph (b) of this paragraph and are laid off or suffering from a bona fide injury or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualified for weekly indemnity benefits because of illness on such holiday;
- (d) in the application of sub-paragraph (b) of this paragraph, a regular assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday;
- (e) employees except if on the spare board, who are unavailable when called or book off for their assignments which commence on the day before a general holiday and thereby make themselves unavailable for a return movement on the general holiday will not be considered as available under sub-paragraph (c) of this paragraph. This sub-paragraph (e) shall not apply to an employee covered by the provisions of items (2) and (3) of sub-paragraph (c) of this paragraph.
- (f) In the application of sub-paragraph (b) of this paragraph, an employee assigned to a regular assignment who is available for such assignment throughout the entire 30-day period immediately preceding the general holiday will not be disqualified from general holiday pay on the basis of not accumulating the required 10 tours of duty on that assignment in the 30 calendar days.
- (g) In the application of sub-paragraph (b) of this paragraph, an employee who reaches his/her maximum monthly mileage during the 30 calendar days immediately preceding the general holiday, provided he/she is available for work subsequent to his/her mileage date during the remainder of this 30-day period immediately preceding the general holiday and on the holiday, will not be disqualified from general holiday pay on the basis of not accumulating the required 10 tours of duty in the 30 calendar days immediately preceding the general holiday.
- (h) In the application of sub-paragraph (b) of this paragraph, an employee who is absent from a shift(s) or tour(s) of duty because of being granted leave for Union business to attend a Company initiated meeting, will include such days absent in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

- (i) Employees on Company business will have their General Holiday pay based on their last working tour of duty.
- (j) **An accredited union representative who is attending the investigation of an employee under Article 82 on any of the holidays specified in Article 77.1 will be shown as available for the general holiday. If the Company subsequently cancels the investigation, the accredited union representative will still be shown as available for the general holiday, so long as he is available to go to work.**

**77.3** A qualified employee whose vacation period coincides with a general holiday specified in paragraph 77.1 shall be paid the amount specified for his classification in paragraph 77.5.

**77.4** An employee who does not qualify under paragraph 77.2 with respect to pay for general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of this Article.

**77.5** An employee qualified under paragraph 77.2 and who is not required to work on a general holiday shall be paid in accordance with the following:

- (a) an assigned yard service employee shall be paid 8 hours' pay at the straight-time rate of the position he would have filled had his assignment worked on the holiday;
- (b) a spare yard service employee shall be paid 8 hours' pay at the yard helper's straight-time rate;
- (c) a conductor, baggage handler or assistant conductor shall be paid an amount equal to his earnings, exclusive of overtime, for the last tour of duty worked prior to the general holiday, provided that in the case of an employee paid at passenger rates, if such amount is less than the equivalent of 150 miles at the rate applicable to passenger service, the equivalent of 150 miles shall be paid.

**77.6** An employee qualified under paragraph 77.2 and who is required to work on a general holiday shall, at the option of the Company,

- (a) be paid at a rate equal to one and one-half times the regular rate of wages for the shift or tour of duty worked by him on that holiday, in addition to the pay provided in paragraph 77.5. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this sub-paragraph shall apply to the first shift or tour of duty only;

or

- (b) be paid for work performed on the holiday in accordance with other provisions of this Agreement, and in addition shall be given a holiday with pay at the rate specified in paragraph 77.5 on the first calendar day on which the employee is not entitled to wages following that holiday;

In the application of this paragraph, yard service employees shall be paid in accordance with sub-paragraph (a) and subparagraph (b) hereof will not apply to them.

**77.7** Shifts or tours of duty commencing between 0001 hour and 2359 hours, both inclusive, on the general holidays specified in paragraph 77.1 of this Article shall be considered as work on that holiday.

**77.8** Where interchangeable seniority rights between road and yard service are in effect, for the purpose of payment provided in paragraph 77.5, an employee on a joint spare board will be



compensated in accordance with sub-paragraph 77.5 (b) if the last service performed prior to the holiday was yard service, and in accordance with sub-paragraph 77.5 (c) if the last service performed prior to the holiday was road service.

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

**77.10** Holiday payments made under this Article to employees in suburban service shall be in addition to the periodic guarantee.

**77.11** The provisions of this Article will not result in a duplicate payment as a result of the application of the guarantee provisions of paragraph 3.3 and article 36.

**77.12** 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.

## ARTICLE 78 Annual Vacation

**78.1** In the application of this Article:

- (a) the calendar year's earnings for purposes of calculating vacation pay shall reflect gross wages as reported on T-4 earnings as "Total Earnings Before Deductions Less Taxable Allowances and Benefits";
- (b) in computing service, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay;
- (c) when calculating calendar months compensated service, such calculations will be made based on the date the employee entered service subject to sub-paragraph (b) of this paragraph and inclusive of layoffs, injury, bona fide illness and attendance on union business (except on a full-time basis);

**NOTE:** In the application of sub-paragraph (c), the words "(except on full-time basis)" do not apply to employees covered by the provisions of paragraph 80.1.

- (d) except as otherwise provided by paragraph 78.3, employees who qualify for annual vacation under sub-paragraph 78.2 (a) will be granted vacation in subsequent years on that basis until they match all the qualifications prescribed for three weeks annual vacation, sub-paragraph 78.2 (b), and on that basis until they match all the qualifications prescribed for four weeks vacation, sub-paragraph 78.2 (c) and so on, up to six weeks annual vacation;
- (e) continuous employment relationship shall mean the period of time between the dates employees enter service and the beginning of the calendar year or subsequent anniversary date, exclusive of leaves of absences without pay.

**78.2** Except as otherwise provided by paragraph 78.3 hereof, employees who match all the qualifications (i.e. number of years of continuous employment relationship and months of compensated service) in a category will have a vacation allotment scheduled based on one vacation day per the number of days worked and/or available for service or major portion thereof in the preceding calendar year, up to the maximum and at the percentage rate of compensation of the employee's previous year's gross earnings, all as shown by the following table:

<b>Years Continuous Employment Relationship January 1, current Year</b>	<b>Months of Compensated Service</b>	<b>Ratio-Vacation Days to Days Worked and/or Available For Service or Major Portion Thereof- Previous Year</b>	<b>Maximum Entitlement</b>	<b>Percentage of Previous Years Gross Earnings</b>
(a) less than 4	not applicable	1 for each 26	2 weeks	@ 4%
(b) 4 but less than 10	40	1 for each 17	3 weeks	@ 6%
(c) 10 but less than 20	100	1 for each 13	4 weeks	@ 8%
(d) 20 but less than 29	200	1 for each 10	5 weeks	@ 10%
(e) 29 and over	290	1 for each 8-2/3	6 weeks	@ 12%

**78.3** At the beginning of the current calendar year, employees who will meet all the qualifications as set forth in one of the sub-paragraphs 78.2 (b) to (e) inclusive during the calendar year will be granted a vacation allotment scheduled as though they do meet all such qualifications at the beginning of the calendar year. Any vacation granted for which an employee does not subsequently qualify will be deducted from the employees vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to a subsequent vacation period, an adjustment will be made at the time of such termination.

**78.4** In the application of paragraphs 78.1 to 78.3 inclusive:

- (a) employees with vacation entitlement of up to 14 calendar days (i.e. less than three weeks or portions thereof) will not be permitted to split their annual vacation and must take their entire allotment as one vacation period;
- (b) employees entitled to at least three weeks annual vacation (or portions thereof) (i.e. up to 21 calendar days) may split their vacation once on the basis of: one week/two weeks (or portion thereof) or vice versa;
- (c) employees entitled to four weeks annual vacation (or portions thereof) (i.e. up to 28 calendar days) may split their vacation once on the basis of: two weeks/two weeks, 3 weeks and one week (or portion thereof) or vice versa;
- (d) employees entitled to five weeks annual vacation (or portions thereof) (i.e. up to 35 calendar days) may split their vacation twice on the basis of: two weeks/two weeks/one week (or portion thereof) or other weekly combinations;
- (e) employees entitled to six weeks annual vacation (or portions thereof) (i.e. up to 42 calendar days) may split their vacation twice on the basis of: two weeks/two weeks/two weeks; three weeks/two weeks/one week; (or portion thereof) or other weekly combinations except that the Company will have the option of:
  - (1) scheduling an employee for five weeks vacation with the employee being paid for the sixth week at pro rata rates; or
  - (2) splitting the vacation allotment on the basis of five weeks/one week;

- (f) vacation will be allotted in order of seniority except that where vacations are split, second periods of vacation will not be allotted until all junior employees have also been allotted their first choice of vacation period (where vacations are split) or their entire allotment where no split is made; third choices of vacation dates will be similarly allotted;
- (g) in the application of sub-paragraph (a) to (e) inclusive of this paragraph, the phrase "(or portions thereof)" refers to the residual number of days remaining when an employee's vacation allotment is divided by seven, i.e.:  
  

$$33 \text{ days allotment} \div 7 = 4 \text{ weeks and } 5 \text{ days;}$$

$$23 \text{ days allotment} \div 7 = 3 \text{ weeks and } 2 \text{ days; and so on;}$$
- (h) employees must request vacation splits in whole weeks and for the purpose of splitting annual vacation allotments, "residuals" will be treated as one week.

#### **Exits From Service**

**78.5** Subject to the provisions of paragraphs 78.2 and 78.3, an employee who leaves the service of his own accord or who is retired, is dismissed for cause or whose services are dispensed with shall be paid an amount appropriate to service entitlement calculated as provided for in paragraphs 78.1 to 78.3 inclusive, for any vacation due up to the time of termination of his service.

**78.6** An employee who at the time of termination of his service has not qualified for vacation as provided for in paragraph 78.2 shall be paid 4% of his gross earnings for the calendar year in which his service is terminated.

**78.7** Employees:

- (a) who leave Company service of their own accord or are dismissed for cause and not reinstated in the service within two years of the date of such dismissal will be required to again qualify for vacation with pay as provided by paragraphs 78.1 to 78.3 inclusive if they return to service after two years have elapsed;
- (b) who have been dismissed for cause and do not appeal such dismissal in accordance with Article 84 shall qualify for vacation with pay as provided in sub-paragraph (a) of this paragraph;
- (c) who have been dismissed and appeal such dismissal in accordance with Article 84 and, as a result are restored to service (thereby or otherwise) with no loss of seniority or benefits, such employees will be granted their full vacation allotment as provided by paragraphs 78.1 to 78.3 inclusive.

**78.8** In the event of death of employees, all vacation pay to which they are entitled up to the time of death will be paid to the estate of the deceased.

#### **Laid-off Employees**

**78.9** 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 two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

## **Vacation - Allotment and Employee Preference**

**78.10** 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.

**78.11** 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. Where an employee has a seniority date on a road and yard service seniority list, the seniority date referred to herein shall be the greater of the two.

**NOTE:** Employees who, in the application of seniority rules, are required to perform service, part as a locomotive engineer and part as a road service employee or yard service employee, will be allotted vacation period on a six-month basis, i.e., if the preponderance of work in the previous year was performed as a road service employee or yard service employee, the employee would be granted vacation date(s) on the road service employee's or yard service employee's vacation list; if the preponderance of work in the previous year was performed as a locomotive engineer, then the employee would be granted vacation date(s) on the locomotive engineers' vacation list. Disputes from individual employees arising from this arrangement are to be settled by the proper Officer of the Company and the Local Chairperson concerned.

## **Illness Or Injury While On Vacation**

**78.12** 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 such occurs within the scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the Company and the Local Chairperson of the Union.

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

## **Rescheduling Vacation**

**78.14** An employee who is entitled to vacation shall take it at the time scheduled. Employees will be provided, upon 72 hours notice by the employee to the Crew Management Center, the ability to move vacation date(s) by 3 days either way of the date scheduled to begin. However, if the Company re-schedules an employee's scheduled vacation dates other than at request of the employee, by mutual agreement with the employee or where the vacation is re-scheduled under paragraphs 78.12 and 78.13, the employee shall be given at least 3 weeks' advance notice of such re-scheduling and will be entitled to the following penalty payment:

- (a) for each calendar day during the originally scheduled vacation period on which the employee performs service or is available for service, one-seventh of one percent of the gross wages during the preceding calendar year, payable during the period of re-scheduled vacation dates;
- (b) the re-scheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date;

- (c) this paragraph does not apply where re-scheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

#### **Advance Vacation Pay**

**78.15** Employees desiring an advance vacation payment must make application for same not later than five 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% of such advance) to cover standard deductions.

**78.16** Time off due to layoff, bona fide injury or illness, maternity or paternity leave, or attendance to organization business shall be credited with such time as days worked and/or available for service during the preceding year when calculating vacation allotment.

**78.17** When employees bid for Annual Vacation they shall choose between the vacation allotment reflective of their time worked/compensated in the previous calendar year or their vacation entitlement, without reduction.

**78.18** A local Chairman's and non full-time general committee executive's vacation will be scheduled outside of the normal scheduling that applies to other employees at the terminal, provided they have properly applied in accordance with terms of this article.

### **ARTICLE 79**

#### **Material Changes In Working Conditions**

**79.1** Prior to the introduction of run-throughs, changes or closures of home stations (including those brought about by the sale of a line), or the introduction of new technology initiated solely by the Company and having a significantly adverse effect on employees, the Company will:

- (a) Give at least 180 days' advance notice to the Union of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- (b) Negotiate with the Union measures to minimize any significantly adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay.
- (c) While not necessarily limited thereto, in the case of run-throughs and other changes described in this paragraph 79.1, the matters considered negotiable will include the following:
  - (1) Appropriate timing
  - (2) Appropriate phasing
  - (3) Hours on duty
  - (4) Equalization of miles
  - (5) Work distribution
  - (6) Appropriate accommodation
  - (7) Bulletining
  - (8) Seniority arrangements
  - (9) Learning the road
  - (10) Use of attrition
  - (11) Deferred separation

**NOTE:** For the purposes of this Article 79, home station is defined as the terminal where the spare board is maintained and/or from which relief is supplied.

**79.2** In all other cases of material changes in working conditions which are to be initiated solely by the Company and which would have significantly adverse effects on employees, the Company will:

- (a) Give at least 120 days' advance notice to the Union of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- (b) Negotiate with the Union measures to minimize any significantly adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay or the level or applicability of the benefits set out in paragraphs 79.8 to 79.13, inclusive of this article.
- (c) While not necessarily limited thereto, in the case of such other changes covered by this paragraph 79.2, the matters considered negotiable will include the following:
  - (1) Appropriate timing
  - (2) Appropriate phasing
  - (3) Hours on duty
  - (4) Equalization of miles
  - (5) Work distribution
  - (6) Appropriate accommodation
  - (7) Bulletining
  - (8) Seniority arrangements
  - (9) Learning the road
  - (10) Deferred separation

**79.3**

- (a) The negotiations referred to in paragraph 79.1 or 79.2 shall commence within 20 days of the date of the notice specified in the applicable paragraph.
- (b) If the negotiations do not result in mutual agreement within 60 calendar days of their commencement, the issue or issues remaining in dispute shall, within 20 days of the cessation of negotiations, be referred for mediation to a Board of Review composed of two senior officers from each party.

#### **Board of Review and Arbitration**

**79.4**

- (a) The Board of Review established pursuant to paragraph 79.3 (b) shall, within 30 days, make its findings and recommendations. If the Board is unable to arrive at a decision or if its recommendations are not agreeable to either party, 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.
- (b) The request for arbitration shall be made in writing by either party to the other within 7 days following the Board's findings. If the parties cannot agree on the selection of an arbitrator within 7 days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.

- (c) The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within 30 days from date of appointment and shall render the decision together with reasons therefor in writing within 30 days of the completion of the hearing.
- (d) In the event that the parties cannot agree upon a joint statement of the issue or issues remaining in dispute either party desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.
- (e) 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.
- (f) Time limits specified in paragraphs 79.3 and 79.4 may be extended by mutual agreement.
- (g) The decision of the arbitrator shall be confined to the issue or issues placed before him or her and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.
- (h) 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.

### **Implementation of Change**

#### **79.5**

- (a) The changes referred to in paragraph 79.1 may not be made until the procedures for negotiations and arbitration, if necessary, have been completed.
- (b) The changes referred to in paragraph 79.2 will be implemented on the date specified but, in no case, less than 120 days from receipt of notice by the Union notwithstanding that the procedures for negotiations and arbitration, if necessary, have not been completed.

### **When Material Change Does Not Apply**

**79.6** The changes proposed by the Company which can be subject to negotiation and arbitration under this Article 79 do not include changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or other normal changes inherent in the nature of the work in which employees are engaged.

### **Disputes Re Application of This Article**

**79.7** The applicability of this Article 79 to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article 79 to other material changes in working conditions shall be progressed immediately to Step 3 of the grievance procedure, within 60 days from the date of the cause of the grievance.

### **Relocation Expenses**

**79.8** The benefits set forth in this paragraph 79.8 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

- (a) The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

- (b) An employee:
- (1) must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this article, in that month have worked and/or been available for service on:
    - 30 days if in road service;
    - 21 days if in yard service; and
    - 25 days if in both road and yard service (or major portion thereof);
  - (2) must occupy unfurnished living accommodation to be eligible for benefits under sub-paragraphs (d), (h), (i) and (j) of this paragraph 79.8;
  - (3) must establish that it is impractical for him or her to commute daily to the new location.
- (c) Payment of door-to-door moving expenses for the eligible employee's household goods and automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (d) An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- (e) Reasonable transportation expenses from his or her former location to the new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$190.00 for an employee without dependants, and an additional amount of \$80.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this sub-paragraph, a spouse will be considered as a dependent.
- (f) Upon authorization, an employee may drive his or her automobile to the new location at an allowance of 30 cents per kilometer.
- (g) In order to seek accommodation in the new location and/or to move to the new location, an employee will be allowed a continuous period of leave up to two weeks. Payment for such leave will be a basic day's pay for each such day, up to a maximum of 10 days, at the rate applicable to the service last performed.
- (h) (1) Reimbursement for loss sustained on the sale of a relocating employee's private home which he or she 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 paragraph 78.9/79.9 plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
- (2) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in paragraph 79.9.
- (3) An eligible employee who desires to sell his or her house and receive any benefit to which he or she may be entitled under this sub-paragraph (h) must advise the Company officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this sub-paragraph (h) if the house is not listed for sale within 60 days of the date of the



final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-paragraph (h) must be made within 12 months of the final determination of value.

- (i) 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 \$6,000.00. Receipts shall be required.
- (j) If an employee who is eligible for moving expenses does not wish to move his or her household to the new location, such employee may opt for a monthly allowance of \$190.00 which will be payable, so long as he or she remains at the new location, for a maximum of 12 months from date of transfer to the new location. An employee claiming under this sub-paragraph (j) may elect within such 12-month period to move his or her household effects, in which case the amount paid out under this sub-paragraph (j) shall not be deducted from the relocation expenses allowable.
- (k) Alternatively to sub-paragraph (h) of this paragraph 79.8, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he or she 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 three 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.

#### **Appraisal Procedure - Sale of House**

**79.9** When an affected employee desires to sell his or her home under the provisions of sub-paragraph 79.8 (h), the following procedure will apply:

- (a) In advising the Company officer concerned of his or her desire to sell the house, the employee shall include pertinent particulars as outlined in sample form attached, including his or her opinion as to the fair market value of the 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 calendar days from date of receipt of employee's advice of his or her desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph 79.8(h).
- (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 7 days from date of advice to employee concerned as referred to in sub-paragraph 79.9(c).
- (e) If such joint conference does not resolve the matter within 5 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 sub-paragraph 79.9(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 paragraph 79.9, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with sub-paragraphs 79.9(e) or 79.9 shall be paid by the Company.

**(i) PARTICULARS OF HOUSE TO BE SOLD**

Name of Owner .....

Address .....  
(No.) Street City-Town

Type of House (i.e., Cottage, Bungalow,  
(Split Level) .....

Year Built .....

No. of Rooms ..... Bathrooms .....

Type of Construction (i.e., Brick, Veneer, Stucco .....

Finished Basement Yes ..... No .....

Type of Heating (i.e., Oil, Coal, Gas, Electricity) .....

Garage ..... Yes .....No .....

Size of Lot .....

Fair Market Value \$ .....

Other Comments .....

Date ..... Signature .....

**Cases of Staff Reduction**

**79.10**

- (a) Case(s) of staff reductions which lend themselves to offers of optional early retirement separation allowances to employees eligible, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance will provide for a monthly separation allowance until the age of 65 which, when added to the company pension, will give him an amount equal to a percentage of his earnings over his best five-year period, as defined under the pension rules, in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	Percentage Amount as Defined Above
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

- (b) In the application of paragraph 79.10 (a), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph 79.10 (a) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.
- (c) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.
- (d) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) per cent per annum.
- (e) An employee who receives the monthly separation allowance under Article 79.10 (a) above shall be entitled to have his group life insurance coverage continued for the duration of his allowance and paid for by the company concerned.
- (f) An employee whose monthly separation allowance ceases at age 65 in accordance with Article 79.10 (a) above, shall be entitled to a life insurance policy, fully paid up by the Company, in an amount equal to that in effect in existing collective agreements.
- (g) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Article, shall be entitled to have their Extended Health Care and Dental Plan Benefits fully paid up by the Company until age 65.

### **Severance Payments**

#### **79.11**

- (a) An employee adversely affected pursuant to this article may, upon submission of a formal resignation from the Company's service, claim a severance payment as set forth below but such severance payment will not in any event exceed the value of one and one-half years' salary at the basic weekly rate of the position held at the time the employee elects to receive such severance payment under the provisions of sub-paragraphs (a) to (c) inclusive.

- (b) An employee, eligible for a severance payment under the provisions of sub-paragraph (a) to (c) inclusive, will be entitled to the following severance payments for each year of cumulative compensated service or major portion thereof calculated from the last date of entry into the Company's service as a new employee;
  - (1) one week of basic weekly pay for each year of cumulative compensated service for employees with less than 8 years' cumulative compensated service; or
  - (2) two weeks' basic weekly pay for each year of cumulative compensated service for employees with 8 or more years' cumulative compensated service.
- (c) Employees eligible for a severance payment who resign and who at a later date will become eligible for early retirement pension under the Company Pension Plan(s) Rules shall be entitled to receive the lesser of:
  - (1) their severance payment entitlement under this article; or
  - (2) a lump sum amount equal to the basic pay they would have earned had they worked until eligible for an early retirement pension. The basic pay is to be calculated at the employees' basic weekly pay in effect at the time of resignation.
- (d) In cases of permanent staff reductions, an employee who has two years or more of continuous employment relationship at the beginning of the calendar year in which the permanent reduction occurs may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment will not in any event exceed the value of one and one-half years' salary at the basic weekly pay of the position held at the time of the abolishment or displacement (calendar year may be deemed to run from January 1 to December 31).
- (e) An employee will have fourteen calendar days from the date of layoff to decide to claim a severance payment under this article.
- (f) Notwithstanding any other provision, if upon the effective date of resignation from the Company's service, an employee is eligible for an early retirement pension, he or she will not be eligible for a severance payment under this article.
- (g) An employee who elects to resign from the Company service and opt for severance payments under the provisions of this article, will not be entitled to any other benefits provided elsewhere in this article.

#### **Optional Lump Sum Severance Payments**

##### **79.12**

- (a) In cases where the Company is facing a continuing liability for surplus running trades employees, the Company shall offer an optional lump sum severance payment, at the Company's option, to such employees using the following formula:
  - (1) 20 years or more cumulative compensated service: \$ 60,000;
  - (2) 12 to 19 years, inclusive, cumulative compensated service: \$ 55,000;
  - (3) 8 to 11 years, inclusive, cumulative compensated service: \$ 50,000.
- (b) An additional lump sum severance payment of \$ 15,000 will be made to employees who voluntarily elect to terminate their employment within 90 days of the offer being announced.

- (c) Employees with 20 years or more cumulative compensated service who are within 5 years of eligibility for early retirement at the time they accept this severance, will have their life insurance and extended health care benefits continued until they reach age 65.
- (d) Employees with 8 years to 19 years, inclusive, cumulative compensated service will have their life insurance and extended health care benefits continued for a period of six months from the date of their severance.
- (e) Employees may elect, at their option, to receive the severance payment in two instalments over a 13 month period.

### **Maintenance of Earnings**

#### **79.13**

- (a) In the application of this article, the term "basic weekly pay" is defined as follows:
  1. For an employee assigned to a regular position in yard service or hostling service at the time of displacement or lay-off, 5 days' or 40 hours' straight time pay, including the shift differential when applicable, shall constitute his or her "basic weekly pay".
  2. For an employee in road service, including employees on spareboards, the "basic weekly pay" shall be one-fifty second (1/52) of the total earnings of such employee during the twenty-six full pay periods preceding his or her displacement or lay-off.

**NOTE 1:** When computing "basic weekly pay" pursuant to sub-paragraph (2) above, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence or laid off together with the earnings of an employee in that pay period, shall be subtracted from the twenty-six (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.

**NOTE 2:** Notwithstanding the provisions of sub-paragraph 79.13(a), the amount of basic weekly pay for an employee in road service will in no case exceed \$1,600.

- (b) The basic weekly pay of employees whose positions are abolished or who are displaced shall be maintained by payment to such employees of the difference between their actual earnings in a four-week period and four times their basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four-week period exceeds four times his or her basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining employees' earnings, shall be payable provided:
  - (1) in the exercise of seniority, they first accept the position with the highest earnings at their home terminal to which their seniority and qualifications entitle them. Employees who fail to accept the position with the highest earnings for which they are senior and qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly. In the event of dispute as to the position with the highest earnings to which they must exercise seniority, the Company will so identify;
  - (2) they are available for service during the entire four-week period. If not available for service during the entire four-week period, their incumbency for that period will be reduced by the amount of the earnings they would otherwise have earned; and

- (3) all compensation paid an employee by the Company during each four-week period will be taken into account in computing the amount of an employee's incumbency.

**NOTE:** Employees will be allowed to book up to and including 12 hours rest (exclusive of calling time) without affecting their incumbency.

- (c) Employees entitled to maintenance of earnings, who voluntarily exercise their seniority beyond their home terminal on their seniority territory rather than occupy a position at their home terminal, shall be entitled to maintenance of earnings. Such employees will be treated in the following manner: If the position they occupy at their new station has lower earnings than a position they could have occupied at either their original station or their new station, they shall be considered as occupying the position with the highest earnings, in either case, and their incumbency will be reduced correspondingly.
- (d) In the calculation of an employee's incumbency, the basic weekly pay, exclusive of any shift differential included in respect of employees assigned to a regular position in yard service, shall be increased by the amounts of any general wage adjustments applicable during the three-year period immediately following his or her job abolishment or displacement and the amount of any shift differential previously paid and deducted will again be added. Following this three-year period, the basic weekly pay last established will continue to apply.
- (e) The payment of an incumbency, calculated as above, will continue to be made:
- (1) as long as the employee's earnings in a four-week period is less than four times his or her basic weekly pay;
  - (2) until the employee fails to exercise seniority to a position, including a known temporary vacancy of ninety days or more, with higher earnings than the earnings of the position which he or she is holding and for which he or she is senior and qualified at the station where he or she is employed; or

**NOTE 1:** In the application of sub-paragraph (e)(2), an employee who fails to exercise seniority to a position with higher earnings, for which he or she is senior and qualified, will be considered as occupying such position and his or her incumbency shall be reduced correspondingly. In the case of a known temporary vacancy of ninety days or more, his or her incumbency will be reduced only for the duration of that temporary vacancy.

**NOTE 2:** The words "position with higher earnings" do not include a position on which the earnings are higher than the earnings of the position from which displaced.

- (3) until the employee's services are terminated by discharge, resignation, death or retirement.

## **Canada Labour Code**

### **79.14**

- (a) 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 I of the Canada Labour Code do not apply.
- (b) The provisions of this Article are intended as well, to minimize the impact of termination of employment on the employees represented by the Union and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 80  
**Leave of Absence**

**For Elective Union Positions**

**80.1** Employees elected:

- (a) to Grand Lodge office;
- (b) as General Chairperson;
- (c) as Local Chairperson;
- (d) as a delegate to any Union activity requiring a leave of absence;

shall be granted leave of absence for the term of the office or until the activity for which elected is completed.

(Refer to Addendum No. 74)

**For Appointive Union Positions**

**80.2** A leave of absence for appointed Council positions, such as Research Director or Special Representative, may, at management's discretion, be granted for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted.

**For Other Reasons**

**80.3** Leave of absence for other reasons, including personal reasons, for a period of a maximum duration of one year may be granted at Management's discretion in accordance with Company policy.

**Conditions**

**80.4** Applications for leave of absence under the provisions of paragraphs 80.1 and 80.2 must be made, by the Union, to:

- (a) the applicant's immediate supervisor, for leave of 30 days or less; or
- (b) the Vice-President of the Region on which the applicant is employed, for leave of more than 30 days.

**80.5** Applications for leave of absence under the provisions of paragraph 80.3 must be made to the applicant's immediate supervisor for leave of any duration, up to the allowable maximum of one year. Approval for such leave will be granted in accordance with Company policy.

**80.6** Leave of absence shall not be granted under paragraph 80.3, for the purpose of engaging in work outside of the Company's service, except in cases involving sickness or other exceptional circumstances when such leave is approved by the proper officer of the Company and the General Chairperson.

**80.7** All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate officer of the Company in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

**80.8** Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Company. Such applications must be received in ample time to obtain authorization, or if authorization is not granted, to enable the employee to return to work at expiration of his leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit all seniority rights.

### **Protection of Seniority**

#### **80.9**

- (a) Employees covered by paragraph 80.3 will retain and accumulate seniority rights.
- (b) Should an exercise of seniority occur through the abolishment of a permanent management position and result in the lay-off of a non-protected employee with two or more years of service, the following will be offered in seniority order for a period of 30 days to the classification and terminal affected:
  - 1. Early Retirement, or;
  - 2. Severance, or;
  - 3. Relocation

### **Promoted To Official Position Or Representative of Employees**

#### **80.10** Employees:

- (a) filling or promoted to official or other positions not covered by any collective agreement;
- (b) filling or promoted to positions of traffic coordinator or assistant traffic coordinator with the Company; and
- (c) elected or appointed as Union representatives;

will continue to appear on the proper seniority list and they will continue to accumulate seniority, provided seniority rights are asserted within 30 days after release from such employment as described herein.

(Refer to Addendum No. 58)

## **ARTICLE 81 Leaving or Re-entering Service**

### **Certificate of Service**

#### **81.1** When employees are dismissed or resigned, they will:

- (a) be paid as soon as possible;
- (b) be given a certificate, on request, stating time of service and in what capacities they were employed.

### **Dismissed Employees Re-entering Service**

**81.2** Employees who are dismissed and subsequently re-employed in road or yard service after the elapse of 6 months will be regarded as new employees except that employees who have been dismissed for longer than 6 months may be reinstated with full seniority rights when such action is



sanctioned by the proper officer of the Company and the General Chairperson. On the 11th Seniority District, the application of this paragraph shall be limited to the service from which the employee was dismissed.

## ARTICLE 82

### Discipline

**82.1** Employees will not be disciplined or dismissed until the charges against them have been investigated. Employees may, however, be held off for investigation not exceeding 3 days and will be properly notified, in writing and at least 48 hours in advance, of the charges against them. Investigations, as contemplated under article 82.2, will only be scheduled to start between 0800 and 1700 hours, where the employee being investigated normally reports for duty, or as otherwise if mutually agreed upon between the Local Chairperson and the Company.

### 82.2

- a) Employees may have an accredited representative to appear with them at investigations, will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on the employee's responsibility. Questions and answers will be recorded and the employee will be furnished with a transcript or audio recording of the statement taken at the investigation. At an investigation, the investigating company officer or the employees shall have the right to record, at their own expense, the investigation proceedings on a recording device. This provision will not be used to delay or postpone the investigation proceedings.
- b) An employee under Company investigation and/or his/her accredited representative shall have the right to attend any company investigation, which may have a bearing on the employee's responsibilities. The employee and/or their accredited representative shall have a right to ask any questions of any witness/employee during such investigation relating to the employee's responsibilities. At the outset of the investigation, the employee will be provided with all evidence the Company will be relying upon, which may result in the issuing of discipline. The Company will provide sufficient time for the employee and his representative to review the evidence.
- c) When the Local Chairman of the union requests a copy of the discipline history of an employee who has a pending investigation, the discipline history shall be provided.

### 82.3

- (a) Unless otherwise mutually agreed, employees must be advised in writing of the decision within 28 days from the date the employee's statement is completed. If a decision is not rendered within 28 days, the employee will be considered to be exonerated. When a request for an extension in the time limit is made, concurrence will not be unreasonably withheld.
- (b) If not satisfied with the decision, employees will have the right to appeal in accordance with the grievance procedure. On request, the General Chairperson will be shown all evidence in a particular case.

**82.4** In case discipline or dismissal is found to be unjust, employees will be exonerated, reinstated if dismissed, and paid as follows:

- (i) Employees who were assigned to a Traffic Coordinator/Yard/Road Switcher/CSA position(s) will be paid five (5) days per week (or six (6) days if applicable), or portions thereof – pro-rated, at the basic rate of the respective position held at the time the discipline or dismissal was assessed.

- (ii) Employees in all other Road Service will be paid 4300 freight miles per month or portions thereof – pro-rated, at the basic rate of the respective position held at the time the discipline or dismissal was assessed.

**82.5** When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.

**82.6** It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable.

**82.7** Employees will not be held out of service pending rendering of decision except in cases of dismissible offenses.

(Refer to Addendum 49)

**82.8**

- (a) Employees will not be taken away from their home terminal for investigation except when the situation renders such action unavoidable.
- (b) An employee who is instructed to report for investigation at a location other than his home terminal whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour of 1/8th of the daily rate for passenger service.

**ARTICLE 83**

**Disciplinary Restrictions**

**83.1** When an employee who also has seniority under another Collective Agreement is restricted to a position covered by this Agreement on account of discipline, the Company will specify the type of service thereto and the length of time he will be restricted. Such restricted employee will be permitted to exercise his seniority within this Agreement within the restrictions imposed.

**83.2** When an employee covered by this Agreement is restricted as a disciplinary measure to a position covered by this Agreement, the Company will specify the type of service to which restricted and the length of time such restriction is to be in effect. Such restricted employees will be permitted to exercise their seniority as provided by this Agreement, within the restrictions imposed.

**ARTICLE 84**

**Grievance Procedure**

**84.1** In the application of this Article, grievances concerning the interpretation or alleged violation of this Agreement shall be processed in accordance with paragraph 84.2 except that:

- (a) appeals against discipline will be initiated at Step 2 of the Grievance Procedure;
- (b) appeals against discharge, suspension, demerit marks in excess of 30, or demerit marks which result in discharge for accumulation of demerits, restrictions (including medical restrictions) and conditions of "mobile accommodation" (i.e. whether or not they are comfortable and sanitary), will be initiated at Step 3 of the Grievance Procedure.

## 84.2

### (a) Step 1 - Presentation of Grievance to Immediate Supervisor

- (1) within 60 calendar days from the date of cause of grievance the employee or the Local Chairperson may present the grievance in writing to the immediate supervisor;
- (2) the grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the specific provisions involved;
- (3) the supervisor will give his decision in writing within 60 calendar days of receipt of the grievance. In case of declination the supervisor will state his reasons for the decision in relation to the statement of grievance submitted;
- (4) time claims which have been declined or altered by an immediate supervisor or his delegate, will be considered as being handled at Step 1.

**NOTE:** When disputed time claims are submitted at Step 1, the Agreement reference including the Article number under the provisions of which the claim is made must be quoted (i.e.: Runaround, Called and Cancelled, etc).

(Refer to Addendum 43)

### (b) Step 2 - Appeal to District Superintendent (Transportation)

- (1) within 60 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed within 30 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairperson may appeal the decision in writing to the District Superintendent (Transportation);
- (2) the appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the Union's contention as to why the discipline should be reduced or removed;
- (3) the decision will be rendered in writing within 60 calendar days of receipt of the appeal. In case of declination, the decision will contain the Company's reasons in relation to the written statement of grievance submitted;

### (c) Step 3 - Appeal to Vice-President

- (1) within 60 calendar days of the date of decision under Step 2 the General Chairperson may appeal the decision in writing to the Regional Vice-President. The appeal shall be accompanied by the Union's contention and all relevant information concerning the grievance and shall:
- (2) if agreed between the General Chairperson and the Vice-President or their respective delegates, be examined at a joint meeting within 60 calendar days of the date of the appeal. The Vice-President shall render his decision in writing within 30 calendar days of the date on which the meeting took place; or
- (3) should the General Chairperson or the Vice-President consider that a meeting on a particular grievance is not required he will so advise the other accordingly. In the event a meeting is not agreed to the Vice-President shall render his decision in writing within 60 days of the date of the appeal.

**NOTE: The Company must respond to the Union's grievance particulars at each Step of the Grievance Procedure.**

#### **Final Settlement of Disputes**

**84.3** A grievance which is not settled at the Vice-President's Step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

(Refer to Addendum No. 22)

**84.4** A request for arbitration shall be made within 60 calendar days from the date decision is rendered in writing by the Vice-President by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

**NOTE:** In the application of this paragraph upon receipt of a request for arbitration, the Company will meet with the General Chairperson, within 30 calendar days from receipt of such request, to finalize the required Joint Statement of Issue. Failure to comply with the provisions of this paragraph will permit either party to the dispute to progress the dispute to the Canadian Railway Office of Arbitration on an "ex parte basis" pursuant to the provisions of the Memorandum of Agreement governing the Canadian Railway Office of Arbitration.

#### **Grievances Not Timely**

**84.5** Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the Union in that case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except as provided in paragraph 84.6, be progressed to the next step in the grievance procedure.

#### **Disputed Time Claims**

**84.6** In the application of paragraph 84.2 to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate officer of the Company within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Company in that case or in respect of other similar claims.

#### **General**

**84.7** Where provision is made in this Article for the appeal of a grievance to a designated Company officer, the Company may substitute another Regional or District officer for the officer designated by advising the General Chairpersons concerned in writing.

**84.8** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 90 calendar days prior to the date that such grievance was submitted at the first applicable Step of the grievance procedure.

**84.9** Time limits specified in this Article may be extended by mutual agreement.

**84.10** When a recorded conversation may be relevant to the disposition of a grievance, the Local Chairperson may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local Chairperson to listen to the recorded conversation.

**84.11** Committees consisting of the TCRC-CTY General Chairpersons (or his/her delegate), a TCRC-CTY member appointed by the General Chairperson and the Company's General Manager Operations and Director Labour Relations, or their respective designates, two from each party, will be established. This committee will be known as the Labour / Management Committee, and may (at each parties option) meet monthly, unless otherwise agreed, to review the application of the Collective Agreements.

## ARTICLE 85

### **Application and Interpretation of Agreement**

**85.1** Employees or their representatives will call the attention of supervisory officers to any violation of the terms of this Agreement, and if necessary, the General Chairperson will refer such matters to the proper Officer of the Company.

**85.2** Any question of interpretation which may arise will be adjusted by the General Chairperson with the proper Officer of the Company.

**85.3** No ruling will be made by an Officer of the Company changing any generally accepted interpretation of any Article of this Agreement without first having discussed the matter with the General Chairperson. A copy of the ruling issued will be furnished to the General Chairperson.

**85.4** No local arrangements which conflict with the generally accepted interpretation of the provisions of this Agreement will be entered into unless first approved by the General Chairperson affected and the proper Officer of the Company.

(Refer to Addendum No. 62 and Addendum No. 123)

### **Workplace Environment**

**85.5** Management agrees it must exercise its rights reasonably. Management maintains it ensures a harassment free workplace environment.

**85.6** An employee alleging harassment and intimidation by management may submit a grievance to the General Chairperson to be progressed by the General Chairperson at his or her discretion.

**85.7** An employee subject to this agreement may, without prejudice, elect to submit a complaint under CN's Harassment Free Environment Policy.

## ARTICLE 86

### **Manning of Assignments in Road and Yard Service in Case of Work Stoppage**

**86.1** The parties to this Agreement agree that in the case of a work stoppage by employees in the railway industry which would cause a major disruption in road or yard service assignments, every effort should be made to avoid such disruptions.

**86.2** To avoid such disruptions the local supervisory officer of the Company and the Local Chairperson of the Union will, as soon as possible, enter into such local arrangements in writing as may be required.

**86.3** If no local arrangements are entered into pursuant to paragraph 86.2 hereof the following conditions will apply:

- (a) if an assignment is cancelled the incumbent will stay on such assignment. If the assignment is covered by a guarantee under the provisions of this Agreement such guarantee provisions will apply. If the assignment is not covered by a guarantee under the provisions of this Agreement the period of cancellation will not exceed two consecutive calendar days or two round trips;
- (b) an assignment which is abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment will be absorbed into unassigned service or spare boards and worked first-in, first-out;
- (c) when normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of the abolishment;
- (d) in the application of this Article the Company will arrange to return to their home terminal, employees tied up en route or at an away-from-home terminal because of a work stoppage by employees in the railway industry. In such case the deadhead provisions of this Agreement will apply.

**86.4** The provisions of this Article shall prevail notwithstanding provisions in this Agreement which may be in conflict with, or restrict the full application of this Article.

#### **ARTICLE 87 Printing of Collective Agreement**

**87.1** The Company undertakes the responsibility for the printing of this Collective Agreement, as may be required from time to time and will absorb the cost of such printing, as well as the cost of delivery of sufficient copies to the Local Chairperson. This will include the cost of printing and delivery of updated pages.

#### **ARTICLE 88 Use of Communication Systems**

**88.1** It is recognized that pursuant to the Uniform Code of Operating Rules and Special Instructions relating thereto, the use of the Railway radio communication system is a part of the duties of employees covered by this Agreement.

**88.2** In the application of this Article employees will carry portable radios and use radios to give and take information as required in the performance of their duties.

**88.3** Portable radios used and carried by yard service employees will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

**88.4** The size and weight of portable radios used by employees will not exceed that presently in use and portable radios hereafter purchased for use in road service will be of the minimum size and

weight necessary to ensure safe and adequate communication. This paragraph is not intended to require the purchase of radios weighing less than three pounds.

**88.5** Subject always to the proper application of the Uniform Code of Operating Rules, employees covered by this Agreement will not be held responsible for accidents caused by failure of radio equipment to properly operate.

**88.6** At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

**88.7** When radios are used by a yard or transfer crew in the performance of their duties each member of the crew will be supplied with a radio.

#### **ARTICLE 89 Use of Gender**

**89.1** The use of the masculine and/or feminine gender or specialized railway terminology which leads through such usages to a solely masculine or feminine connotation is for expediency and clarity only and such usages are intended to include all individuals, whether male or female, who perform the duties of the positions or employees so described.

#### **ARTICLE 90 Cabooseless Operations**

**90.1** Subject to the orders and regulations of the National Transportation Agency pertaining to the operation of cabooseless trains, a caboose shall not be required on any train or assignment provided always that the Company shall be in compliance with the operating conditions set out in paragraph 90.4. The provisions of this article shall not apply where cabooseless operations are not undertaken on any particular train or assignment.

**90.2** Where the Company shall decide to operate any particular train or assignment without a caboose and has complied with all of the operating conditions set out in paragraph 90.4, it shall be exempted from the provisions of the collective agreements that govern cabooses.

**90.3**

(a) At least 90 days prior to the date on which the Company determines that a particular train or assignment is to be operated without a caboose, a notice shall be given to that effect to the General Chairperson with a copy to the Local Chairperson. The notice shall specify:

- (1) which train or assignment is to be operated without a caboose;
- (2) the type and class of train or assignment involved;
- (3) the territory in which cabooseless operations will occur;
- (4) when cabooseless operations are to be implemented;
- (5) a statement that the Company has complied with all of the operating conditions prescribed for cabooseless operations.

Refer to Addendum No. 86)

- (b) With respect to yard movements (which are presently supplied with a caboose), assigned work trains, wayfreights and road switchers, snow plow or snow spreader trains, and self-propelled equipment, should the Union contend that any of these assignments are inappropriate for cabooseless train operations:
- (1) because of the length and frequency of reverse movements; or
  - (2) due to some other circumstance that the Union considers would make cabooseless operations impracticable;

the Union may so notify the Company within 30 days of receipt of notice that such trains or yard movements will be operated without a caboose outlining the particular operating conditions which, in the Union's opinion, necessitate the use of a caboose on such trains or yard movements.

(Refer to Addendum No. 86A)

- (c) A meeting shall be convened between the appropriate Company and Union Officer within 15 days of receipt of notification from the Union under sub-paragraph 90.3 (b) above, to discuss the Union's claim. The meeting shall be limited to a determination of whether:
- (1) the length and frequency of reverse movements are excessive;
  - (2) any other particular circumstance makes cabooseless operations impracticable; and
  - (3) whether such operating procedures as may be proposed by the Company would constitute a suitable alternative to the use of a caboose.
- (d) If agreement cannot then be reached, the issue(s) in dispute may be referred within 10 days of the meeting referred to in sub-paragraph 90.3 (c)(3) above, to a further meeting of the General Chairperson and the Chief of Transportation or their delegates for further consideration. A meeting to discuss such issue(s) will be convened within 10 days of receipt of such referral.
- (e) Should agreement then not be reached, the issue(s) in dispute may, within 10 days of the meeting referred to in sub-paragraph 90.3 (d) above, be referred to the Canadian Railway Office of Arbitration for determination in accordance with the procedures contained in the Memorandum of Agreement dated September 1, 1971, as amended, with respect to the establishment of the Canadian Railway Office of Arbitration.
- (f) The Arbitrator shall be limited to making a determination of whether or not the length and frequency of reverse movements are excessive or that any other particular circumstance would make cabooseless operations impracticable.
- (g) For the purposes of the application of this article, impracticable means not reasonably capable of being done due to some condition that impairs an employee's ability to perform his duties but does not otherwise include considerations of safety.
- (h) Failure by the Union to provide the Company with notification as provided in sub-paragraph 90.3(b) above or to further progress the matter pursuant to the provisions of this article will indicate that the Union agrees that the particular train or assignment referred to in sub-paragraph 90.3(b) above may be operated without a caboose.

(Refer to Addendum No. 86B)



**90.4** Notwithstanding any of the above, no train or assignment shall be operated without a caboose unless the Company complies with the following operating conditions:

- (a) (1) In cabooseless train operations, conductors will position themselves in the operating cab of the lead locomotive. This shall, in no way, diminish the conductor's authority or responsibility.
- (2) Conductors shall have responsibility and obligation to:
  - (i) oversee the safe operation of their trains and related equipment and observance of the rules and instructions;
  - (ii) to ensure that the condition of their trains is visually monitored;
  - (iii) report car movements, such as set-outs, lifts, placement and so on, by means and in the manner prescribed by the Company.

(Refer to Addendum No. 86C)

- (b) (1) Conductors will be required, in respect of their train, to apply, test and remove the TIBS equipment and change batteries as required. This will not preclude the use of other qualified personnel. However, when a train is subject to a certified car inspection (C.C.I.), a qualified employee other than a conductor, if readily available, may be required to perform those duties. All TIBS equipment shall be identifiable by unit number.
- (2) The Company shall maintain performance records of each unit which shall be reasonably accessible to the conductor at all times.
- (c) Train and yard service employees shall be advised of all calibration locations for distance measuring devices prior to implementation of cabooseless train operations on each territory involved.
- (d) Each conductor and train service employee on a cabooseless train shall be provided with an operational portable two-way radio, at least one of which shall have dispatcher tone capabilities before leaving a crew change point.

(Refer to Addendum No. 86D)

- (e) At points where maintenance staff is available, locomotives shall be dispatched in a clean condition and shall be supplied with adequate fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crew members shall be otherwise responsible for keeping cabs in a clean and orderly condition en route between servicing points.
- (f) The lead locomotive cab of a cabooseless train shall be equipped with a fold-out or permanent table sufficient in size and located in such a manner that the conductor shall be easily able to perform his clerical functions. The table shall be provided with lighting that will not require the cab ceiling light to be used to read documents and that will not interfere with the vision of the other crew members in that cab at night. In addition, a secure cabinet shall be provided in which to maintain documents, books, pens, pencils and other things that are essential to the work of the conductor.

- (g) Each occupied locomotive cab shall be provided with the following:
- (1) Proper toilet facilities including a toilet which is of a self-contained chemical flush type, or equivalent, and a positive ventilation system;
  - (2) A refrigerator which is not less than two cubic feet in size with a capacity to maintain a temperature of 4 degrees celsius, or lower, and which is otherwise capable of maintaining perishable foods in a safe and sanitary manner;
  - (3) A single element electric hot plate suitable for cooking, mounted in such a way that it shall not interfere with the ordinary work functions in the cab;
  - (4) Sufficient seats will be provided for all crew members in the lead locomotive or trailing locomotives. Where there is a locomotive engineer trainee or train/yard trainee on board the conductor will deploy the necessary number of train crew members to trailing units. Seating will be provided for each employee required to deadhead on caboosless trains.

**NOTE:** The number of trainees on a train operated without a caboose will not exceed one per such train.

(Refer to Addendum No. 86E)

- (h) A train or assignment may be operated in yard or transfer service without a caboose or properly equipped locomotive cab where equivalent alternate shelter and other amenities are provided at a location in reasonable proximity to where the train or assignment is required to operate. In the event of a dispute about whether such alternate shelter and other amenities are equivalent, it may be referred directly to the Canadian Railway Office of Arbitration for determination upon notice by either party.

**90.5** The lead locomotive shall be equipped with tools (including pinch bar, brake hose wrench, wrecking cable, spare knuckles, hammer and cold chisel) and first aid equipment (including a stretcher, first aid kit and blanket) and a broom, all of which shall be placed in a storage space that will preserve the integrity of the equipment and will not interfere with the duties of the crew members.

**90.6** The conductor shall be provided with a train consist print out, or equivalent, which shall indicate the total length of that train with slack fully extended.

**90.7** Train and yard service employees required by the Company to be trained concerning the operation of caboosless trains shall be paid for actual time in attendance at such classes at an hourly rate equal to one eighth of the daily minimum rate applicable to the class of service in which they are employed. In no case shall the payment be less than four hours. Spareboard conductors and assistant conductors shall be paid at the applicable through freight rate. Train or yard service employees will not be taken away from their home terminal for training.

**90.8** No train service employee shall be laid off as a direct result of operating caboosless trains.

(Refer to Addendum No. 86F)

ARTICLE 91  
Furlough Boards

**Furlough Boards**

91.1 Furlough boards will be established and maintained at each home station to manage protected freight employees who are surplus but who, pursuant to paragraphs 55.1 and 55.6, are not subject to being laid off or cut off.

91.2

(a) While assigned to the furlough board, employees will be guaranteed the following per 28-day period subject to the terms and conditions set out in this Article.

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	\$4,724.76	\$4,866.50	\$5,012.50

(b) One-twentieth (1/20th) of the guarantee equals:

	<b>EFFECTIVE</b>		
	<b>July 23, 2013</b>	<b>July 23, 2014</b>	<b>July 23, 2015</b>
	\$236.24	\$243.33	\$250.63

(c) An employee assigned to the furlough board for only a portion of the 28-day period will receive the full proportion of the guarantee payment to which entitled. The guarantee will be pro-rated according to the number of days in the 28-day period that the employee was assigned to the furlough board.

(d) Payments will be made on a bi-weekly basis.

(e) All compensation paid to an employee under Agreement 4.16 and Agreement 4.2 as well as compensation paid as locomotive engineer during the guarantee period or portion thereof that the employee is assigned to the furlough board will be used to offset the guarantee payment.

**NOTE:** Employees who voluntarily exercise seniority to the furlough board will not be entitled to any maintenance of earnings payment pursuant to any other agreement between the parties signatory to the memorandum of agreement dated March 29, 1992.

91.3 A position on the furlough board shall be deemed to be a district position except that:

(a) a position on the furlough board will not be considered as being in either road service or yard service;

(b) notwithstanding any provision of Article 48, positions on the furlough board, when advertised, will be bulletined only at the home station;

(c) the temporary absence of an employee from his or her position on the furlough board, such as on annual scheduled vacation or as a result of being disabled or on authorized leave of absence, will not create a temporary vacancy.

91.4 Positions on the furlough board may be occupied only by protected freight employees except that:

- (a) a protected freight employee who is eligible for early retirement under Company pension rules may not occupy a position on the furlough board;
- (b) a protected freight employee may not occupy a position on the furlough board when it would result in a non-protected freight employee holding a position in any class of service under this Agreement.

**91.5** It will be incumbent upon each employee on the furlough board to:

- (a) report to the proper Company officer when he or she is disabled and unable to respond if required in accordance with paragraphs 91.8 to 91.11 inclusive;
- (b) maintain his or her rules and medical qualifications; and
- (c) keep the proper officer of the Company advised of their address, in writing, so that he or she may be readily contacted.

### **Operation of Furlough Boards**

**91.6**

- (a) Upon establishment of the furlough board and at each change of timetable, positions on the furlough board will be advertised to protected freight employees at the terminal only. The bulletin will include the approximate number of positions to be filled on the furlough board.
- (b) Protected freight employees may indicate their preference for the furlough board and employees electing to do so will indicate such preference on their change of timetable bid form.
- (c) Positions on the furlough board advertised and bid for in accordance with sub-paragraphs 91.6 (a) and (b) will be filled as locally arranged between the proper officer of the Company and the Local Chairperson. When bid for, such positions will be assigned on the basis of assistant conductors' seniority provided such employees are not required elsewhere at the terminal. If there are insufficient applications, the junior protected freight employee will be assigned.
- (d) When an excess of employees exists, an equivalent number of protected freight employees on the preference list [i.e., who indicated their preference for the furlough board in accordance with sub-paragraph 91.6 (b)] will be canvassed, in seniority order, to determine if they wish to go to the furlough board. If a protected freight employee wishes to go to the furlough board, he or she will do so immediately. Protected freight employees declining to go to the furlough board, will lose their preference entitlement until the next change of timetable. If an insufficient number of employees elect to go to the furlough board, the junior protected freight employees will be assigned.
- (e) All subsequent vacancies created as a result of employees going to the furlough board will be advertised to the home station only, for 72 hours, notwithstanding that such vacancies are permanent vacancies on a district position.

### **Protecting Service at the Home Station**

**91.7** Employees on the furlough board may bid on and be awarded any position, permanent or temporary, or any vacancy, permanent or temporary, in either road or yard service.

**91.8**

- (a) When, in accordance with the provisions of this Agreement, employees on the furlough board are required to fill a permanent or temporary position or vacancy or any temporary assignment advertised at the terminal for which no applications have been received, they will be afforded 72 hours notice to report for such.

**NOTE:** For the purposes of this agreement, when it is necessary to increase the number of employees on the spare board, and employees on the furlough board are required to go to the spare board, their position on the spare board will be deemed to be a temporary assignment.

- (b) Employees failing to report at the expiration of 72 hours will, thereafter, no longer be entitled to the guarantee. At the expiration of 15 days from the date called, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.

**91.9** Local arrangements will be established between the Local Chairperson and the proper officer of the Company to allow for the use of employees on the furlough board on a tour of duty basis in the event the spare board is exhausted. Such arrangements will include a mechanism to reduce the furlough board guarantee by 1/20th [i.e., the amount set out in sub-paragraph 91.2 (b)] for employees who are not available in accordance with such local arrangements.

**91.10** Employees on the furlough board will not be exempted from the terms and conditions governing their status as a qualified locomotive engineer or traffic coordinator except that:

- (a) They will not be required to accept calls for work, on a tour of duty basis, as a locomotive engineer pursuant to paragraph 66.15 except in accordance with such local arrangements as established pursuant to paragraph 91.9 hereof. In the event such employee fails to respond, his or her guarantee will be reduced by 1/20th [i.e., the amount set out in sub-paragraph 91.2 (b)].
- (b) They will not be considered as available to accept calls as unassigned traffic coordinator pursuant to paragraph 3.1 of Agreement 4.2 except in accordance with such local arrangements as established pursuant to paragraph 91.9 hereof. In the event such employee fails to respond, his or her guarantee will be reduced by 1/20th [i.e., the amount set out in sub-paragraph 91.2 (b)].
- (c) This paragraph 91.10 is not intended to circumvent any provision in either Agreement 4.16 or Agreement 4.2 which requires that work be allotted to employees on the active working list at overtime.

**Protecting Service on the Seniority District**

**91.11 (This paragraph and sub-paragraphs (a) to (e) inclusive are only applicable to the 20<sup>th</sup> Seniority District).** When their services are required elsewhere on the consolidated seniority district, employees on the furlough board will be required to respond in accordance with the following conditions:

- (a) Employees with a seniority date on or prior to March 17, 1982 will not be required to protect service elsewhere on the seniority district;
- (b) Employees on the furlough board will only be required to protect service elsewhere after the provisions of Article 55 have been exhausted;

- (c) When it is necessary to utilize employees on the furlough board to protect service elsewhere, employees will be obtained from the closest terminal (by rail) to the point of shortage where there are employees occupying positions on the furlough board.
- (d) The junior employee from such closest terminal will be required to protect such service whether or not he or she is occupying a position on the furlough board. Employees failing to report at the expiration of 7 days will, thereafter, no longer be entitled to the guarantee. At the expiration of 15 days from the date called, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.
- (e) The provisions of Article 72 shall apply to employees required to protect service elsewhere in accordance with this provision. In the application of Article 72, it is understood that accommodations will be supplied.

#### **Protecting Service on the Seniority District**

**91.11 (This paragraph and sub-paragraphs (a) to (e) inclusive are only applicable to the 17th Seniority District).** When their services are required elsewhere on the seniority district (or the former seniority district for employees who enjoy preference rights pursuant to Addendum No. 54, employees on the furlough board will be required to respond in accordance with the following conditions:

- (a) Employees with a seniority date on or prior to March 17, 1982 will not be required to protect service elsewhere on the seniority district;
- (b) Employees on the furlough board will only be required to protect service elsewhere after the provisions of Article 55 have been exhausted;
- (c) When it is necessary to utilize employees on the furlough board to protect service elsewhere, employees will be obtained from the closest terminal (by rail) to the point of shortage where there are employees occupying positions on the furlough board.
- (d) The junior employee from such closest terminal will be required to protect such service whether or not he or she is occupying a position on the furlough board. Employees failing to report at the expiration of 7 days will, thereafter, no longer be entitled to the guarantee. At the expiration of 15 days, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.
- (e) The provisions of Article 72 shall apply to employees required to protect service elsewhere in accordance with this provision.

#### **ARTICLE 92 Disputes Procedure**

**92.1** Any dispute or disagreement concerning the establishment and regulation of assignments, pools and sets of runs, spare boards, furlough boards and the administration of such local arrangements as set out herein shall be processed in the manner set out herein.

**92.2** Within 15 calendar days from the date the dispute or disagreement arises, the Local Chairperson may refer the matter, in writing, to the District Superintendent for resolution. The District Superintendent will render a decision, in writing, within 15 calendar days of being made aware of the matter.

92.3 If the dispute or disagreement remains unresolved, the General Chairperson may refer the matter, in writing, to the Chief of Transportation within 30 calendar days from the date of the District Superintendent's decision. The Chief of Transportation will render a decision, in writing, within 30 calendar days of receipt of the General Chairperson's written communication on the matter.

92.4 If the dispute or disagreement remains unresolved, the matter may, within 30 calendar days, be referred to the Canadian Railway Office of Arbitration, in the manner specified in the Memorandum of Agreement dated September 1, 1971 for final and binding resolution.

92.5 The decision of the arbitrator shall be limited to a determination as to the practicality of the parties' respective positions on the issue(s) in dispute. The decision of the arbitrator shall, in no way, add to, subtract from, modify, rescind or disregard any provision of this Agreement.

**NOTE:** For the purposes of this Article practicality means the capability of being reasonably done.

92.6 Any dispute or disagreement not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the past decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate Company officer within the prescribed time limits, the dispute or disagreement may be progressed to the next step as set out herein.

### ARTICLE 93 Non-Protected Freight Employees

**NOTE: (This entire ARTICLE 93 is only applicable to the First Seniority District)**

#### 93.1

- (a) Notwithstanding that such employees may be cut off or laid off, non-protected freight employees with a seniority date on or subsequent to January 1, 1988 but prior to June 30, 1990 will, for the four (4) year period immediately following ratification of the Memorandum of Agreement dated March 29, 1992, be guaranteed an amount equivalent to their earnings for the 26 full pay periods immediately preceding March 29, 1992 up to a maximum of \$36,400.00 per year.
- (b) If an employee's earnings in the first year of the four-year period exceed the amount calculated pursuant to sub-paragraph 93.1 (a), the guarantee for the second, third and fourth year will be increased to an amount equivalent to the first year's earnings but in no case shall it exceed \$36,400.00.
- (c) If an employee's earnings in the second year of the four-year period exceed the amount of his or her guarantee, the guarantee for the third and fourth year will be increased to an amount equivalent to the second year's earnings but in no case shall it exceed \$36,400.00.
- (d) If an employee's earnings in the third year of the four-year period exceed the amount of his or her guarantee, the guarantee for the fourth year will be increased to an amount equivalent to the second year's earnings but in no case shall it exceed \$36,400.00.
- (e) The guarantee set out in this paragraph 93.1 (1) shall expire at the end of the fourth year of the four-year period.
- (f) In the application of this paragraph 93.1 (1), earnings shall be defined as all earnings paid by the Company for service performed under any other collective agreement or in any other bargaining unit.

**93.2** Notwithstanding that such employees may be cut off or laid off, non-protected freight employees with a seniority date subsequent to June 29, 1990 but prior to March 29, 1992 will, for the four (4) year period immediately following ratification of the Memorandum of Agreement dated March 29, 1992, be guaranteed an amount equivalent to their earnings for the 26 full pay periods immediately preceding March 29, 1992 up to a maximum of \$36,400.00 per year. The guarantee set out in this paragraph 93.2 shall expire at the end of the fourth year of the four-year period.

**93.3** Non-protected employees will not be entitled to occupy positions on the furlough board. However, non-protected freight employees who are cut off or laid off and in receipt of the guarantee set out in paragraph 93.1 or 93.2 shall be included in the local arrangements established for the furlough board to protect service at the home station, in accordance with paragraphs 91.9 and 91.10 and shall be governed by the terms and conditions set out therein.

**93.4** Notwithstanding any other previous agreement, non-protected freight employees with a seniority date on or subsequent to January 1, 1988 but prior to June 30, 1990 will, when cut off or laid off, be required to protect all work on positions governed by this Agreement on the 17th, 18th and 19th Seniority Districts.

**93.5** Non-protected freight employees with a seniority date subsequent to June 29, 1990 will, as a condition of employment, be required to:

- (a) Accept training and successfully qualify as a locomotive engineer and traffic coordinator. Employees who fail to comply with this requirement will forfeit all seniority rights and their services will be dispensed with. Employees who successfully comply with these requirements will not subsequently be permitted to relinquish their seniority as traffic coordinator or locomotive engineer.
- (b) When cut off or laid off, protect all work on positions governed by this Agreement on the 17th, 18th and 19th Seniority Districts.
- (c) When cut off or laid off, protect all work on positions in other bargaining units under other collective agreements at any location on eastern lines (lines east of Armstrong and Thunder Bay, Ontario).

**93.6** Prior to forcing employees to protect work on positions governed by this Agreement on other seniority districts pursuant to this Article, a bulletin will be posted for a period of 7 days on the applicable seniority district(s) calling for applications from employees who voluntarily wish to work on such other seniority district where additional employees are required. The provisions of paragraph 93.8 will apply to employees who go to work on such other seniority district.

**93.7** When required to accept work in accordance with the provisions of paragraphs 93.4 and 93.5, employees who fail to report at the expiration of 7 days will, thereafter, no longer be entitled to the guarantee. At the expiration of 15 days from the date called, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.

**93.8** The provisions of Article 72 shall apply to employees required to protect service elsewhere in accordance with this provision. In the application of Article 72, it is understood that accommodations will be supplied.



ARTICLE 94  
**Employment Equity**

94.1 As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed, consistent with the application of the legislation, to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally.

**ARTICLE 95  
TIME OFF**

95.1

(a) Employees in unassigned Road Service (including a joint spareboard) shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 1075 miles of compensated service.

- 1) Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 1075 miles of compensated service.
- 2) Employees who desire not to exercise the right to book time off in the application of item a) above will not again be entitled to book time off under this provision until a further 1075 miles of compensated service has been accumulated.
- 3) Employees shall give notice of their intent to exercise this right upon the commencement of each reset cycle of 1075 miles.

**NOTE 1:** Compensated service in the application of item a) herein shall mean those miles which are considered as "chargeable miles" in the application of Article 28 (4.16) and Article 44 (4.3).

**NOTE 2:** For purposes of time off, the calculation of miles shall be reset to zero on the employee's mileage date, upon return from annual vacation or following 48 hours absence for being unfit.

(b) Employees in unassigned service other than as identified in item A) herein, shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 40 hours of compensated service as follows:

- 1) Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 40 hours of compensated service.
- 2) Employees who desire not to exercise the right to book time off in the application of item b) 1 herein will not again be entitled to book time off under this provision until a further minimum 40 hours of compensated service has been accumulated.
- 3) Employees shall give notice of their intent to exercise this right when called for the shift in which it is anticipated that they will achieve forty (40) hours.

**NOTE 1:** For the purposes of accumulating 40 hours, overtime shall be counted as straight time.

**NOTE 2:** For purposes of time off, the calculation of forty (40) hours shall be reset to zero on the employee's mileage date.

- (c) Employees on a joint spareboard, who work a tour of duty in Yard, Road Switcher, CSA or hourly rated commuter service or as a Traffic Coordinator will, in the sole application of this article, apply the following conversion rule in the computation of the 1075 miles:

Hours to Miles

5 minutes	2.24 Miles
1 hour	26.87 Miles
8 hours	215 Miles

- (d) Where miles or hours are applicable, under the terms and conditions of the Collective Agreement, such miles or hours, which ever is greater (as converted herein) shall apply.
- (e) In the application of this provision, unassigned service is defined as service that does not incorporate scheduled or assigned days off.

#### **ARTICLE 96 PERSONAL LEAVE DAYS**

**96.1** Employees will, at their discretion, be entitled to take up to and including a maximum of 12 cumulative unpaid personal leave days per calendar year as provided herein. Personal leave days will be recognized, under this agreement, as active cumulative compensated service. However, personal leave days, when taken will not be used in the calculation of Guarantees and/or Maintenance of Earnings. Employees may, at their discretion, activate their entitlement to leave days, jointly or severally up to the cumulative maximum.

**96.2** Notice in respect of this leave will be given as follows:

- 1) One day (24 hours) – upon four hours notification prior to the commencement of such leave time;
- 2) Two or three consecutive calendar days – upon three calendar days notification prior to the commencement of the leave days;
- 3) Four consecutive calendar days but less than seven consecutive calendar days – upon seven calendar days notification prior to the commencement of leave days;
- 4) Seven consecutive calendar days or more – upon twenty-one days notification prior to the commencement of leave days.

**NOTE 1:** Employees in the application of this provision shall not be entitled to activate personal leave days between and including December 20<sup>th</sup> and December 31<sup>st</sup>.

**NOTE 2:** Personal Leave Days (allotments) shall be established at each terminal utilizing the following exemplified criteria:

Terminal X – 100 (Employees) X 12 (PLD)/353 (days) = 3.4 daily allotments.

In such calculations, numbers shall be rounded upward.



**SECTION V**  
**DURATION OF AGREEMENT**



### **Duration of Agreement**

This collective agreement is in full settlement of all issues raised by either party on or subsequent to March 20, 2013 which shall, without stoppage of work during the continuance hereof, be dealt with in the manner specified therein.

This collective agreement supercedes all previous agreements, understandings, commitments, rulings or interpretations which are in conflict therewith and shall remain in full force and effect until 23:59:59 EDT July 22, 2016, and thereafter, subject four months' notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to March 22, 2016.

## OVERTIME RATE

### TABLES

Table showing time after which overtime begins  
on runs 100 miles to 199 miles in length,  
on speed basis of 12-1/2 miles per hour.

Distance Miles	Overtime begins After Hrs.	Distance Miles	Overtime begins After Hrs.	Distance Miles	Overtime begins After Hrs.
100	8.00	134	10.43	169	13.31
101	8.05	135	10.48	170	13.36
102	8.10	136	10.53	171	13.41
103	8.14	137	10.58	172	13.46
104	8.19	138	11.02	173	13.50
105	8.24	139	11.07	174	13.55
106	8.29	140	11.12	175	14.00
107	8.34	141	11.17	176	14.05
108	8.38	142	11.22	177	14.10
109	8.43	143	11.26	178	14.14
110	8.48	144	11.31	179	14.19
111	8.53	145	11.36	180	14.24
112	8.58	146	11.41	181	14.29
113	9.02	147	11.46	182	14.34
114	9.07	148	11.50	183	14.38
115	9.12	149	11.55	184	14.43
116	9.17	150	12.00	185	14.48
117	9.22	151	12.05	186	14.53
118	9.26	152	12.10	187	14.58
119	9.31	153	12.14	188	15.02
120	9.36	154	12.19	189	15.07
121	9.41	155	12.24	190	15.12
122	9.46	156	12.29	191	15.17
123	9.50	157	12.34	192	15.22
124	9.55	158	12.38	193	15.26
125	10.00	159	12.43	194	15.31
126	10.05	160	12.48	195	15.36
127	10.10	161	12.53	196	15.41
128	10.14	162	12.58	197	15.46
129	10.19	163	13.02	198	15.50
130	10.24	164	13.07	199	15.55
131	10.29	165	13.12		
132	10.34	166	13.17		
133	10.38	167	13.22		
134	10.43	168	13.26		

**Table showing time after which overtime accrued  
on runs 150 miles to 309 miles in length,  
on speed basis of 20 miles per hour.**

<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>
150	7.30	187	9.21	224	11.12
151	7.33	188	9.24	225	11.15
152	7.36	189	9.27	226	11.18
153	7.39	190	9.30	227	11.21
154	7.42	191	9.33	228	11.24
155	7.45	192	9.36	229	11.27
156	7.48	193	9.39	230	11.30
157	7.51	194	9.42	231	11.33
158	7.54	195	9.45	232	11.36
159	7.57	196	9.48	233	11.39
160	8.00	197	9.51	234	11.42
161	8.03	198	9.54	235	11.45
162	8.06	199	9.57	236	11.48
163	8.09	200	10.00	237	11.51
164	8.12	201	10.03	238	11.54
165	8.15	202	10.06	239	11.57
166	8.18	203	10.09	240	12.00
167	8.21	204	10.12	241	12.00
168	8.24	205	10.15	242	12.06
169	8.27	206	10.18	243	12.09
170	8.30	207	10.21	244	12.12
171	8.33	208	10.24	245	12.15
172	8.36	209	10.27	246	12.18
173	8.39	210	10.30	247	12.21
174	8.42	211	10.33	248	12.24
175	8.45	212	10.36	249	12.27
176	8.48	213	10.39	250	12.30
177	8.51	214	10.42	251	12.33
178	8.54	215	10.45	252	12.36
179	8.57	216	10.48	253	12.39
180	9.00	217	10.51	254	12.42
181	9.03	218	10.54	255	12.45
182	9.06	219	10.57	256	12.48
183	9.09	220	11.00	257	12.51
184	9.12	221	11.03	258	12.54
185	9.15	222	11.06	259	12.57
186	9.18	223	11.09	260	13.00



<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrued After Hrs.</b>
261	13.03	278	13.54	295	14.45
262	13.06	279	13.57	296	14.48
263	13.09	280	14.00	297	14.51
264	13.12	281	14.03	298	14.54
265	13.15	282	14.06	299	14.57
266	13.18	283	14.09	300	15.00
267	13.21	284	14.12	301	15.03
268	13.24	285	14.15	302	15.06
269	13.27	286	14.18	303	15.09
270	13.30	287	14.21	304	15.12
271	13.33	288	14.24	305	15.15
272	13.36	289	14.27	306	15.18
273	13.39	290	14.30	307	15.21
274	13.42	291	14.33	308	15.24
275	13.45	292	14.36	309	15.27
276	13.48	293	14.39		
277	13.51	294	14.42		

**SPEED TABLE BASED ON 18-3/4 MILES PER HOUR**

**For Purpose of Converting Penalty Rate Overtime into Mileage  
for Payment at Basic Mileage Rate**

Mile	Overtime	Mile	Overtime	Mile	Overtime	Mile	Overtime	Mile	Overtime
2	.05	77	4.05	152	8.05	227	12.05	302	16.05
3	.10	78	4.10	153	8.10	228	12.10	303	16.10
4	.14	79	4.14	154	8.14	229	12.14	304	16.14
6	.19	81	4.19	156	8.19	231	12.19	306	16.19
8	.24	83	4.24	158	8.24	233	12.24	308	16.24
9	.29	84	4.29	159	8.29	234	12.29	309	16.29
10	.34	85	4.34	160	8.34	235	12.34	310	16.34
12	.38	87	4.38	162	8.38	237	12.38	312	16.38
14	.43	89	4.43	164	8.43	239	12.43	314	16.43
15	.48	90	4.48	165	8.48	240	12.48	315	16.48
16	.48	91	4.53	166	8.53	241	12.53	316	16.53
18	.58	93	4.58	168	8.58	243	12.58	318	16.58
20	1.02	95	5.02	170	9.02	245	13.02	320	17.02
21	1.07	96	5.07	171	9.07	246	13.07	321	17.07
22	1.12	97	5.12	172	9.12	247	13.12	322	17.12
24	1.17	99	5.17	174	9.17	249	13.17	324	17.17
26	1.22	101	5.22	176	9.22	251	13.22	326	17.22
27	1.26	102	5.26	177	9.26	252	13.26	327	17.26
28	1.31	103	5.31	179	9.31	253	13.31	328	17.31
30	1.36	105	5.36	180	9.36	255	13.36	330	17.36
32	1.41	107	5.41	182	9.41	257	13.41	332	17.41
33	1.46	108	5.46	183	9.46	258	13.46	333	17.46
34	1.50	109	5.50	184	9.50	259	13.50	334	17.50
36	1.55	111	5.55	186	9.55	261	13.55	336	17.55
38	2.00	113	6.00	188	10.00	263	14.00	338	18.00
39	2.05	114	6.05	189	10.05	264	14.05	339	18.05
40	2.10	115	6.10	190	10.10	265	14.10	340	18.10
42	2.14	117	6.14	192	10.14	267	14.14	342	18.14
44	2.19	119	6.19	194	10.19	269	14.19	344	18.19
45	2.24	120	6.24	195	10.24	270	14.24	345	18.24
46	2.29	121	6.29	196	10.29	271	14.29	346	18.29
48	2.34	123	6.34	198	10.34	273	14.34	348	18.34
50	2.38	125	6.38	200	10.38	275	14.38	350	18.38
51	2.43	126	6.43	201	10.43	276	14.43	351	18.43
52	2.48	127	6.48	202	10.48	277	14.48	352	18.48
54	2.53	129	6.53	204	10.53	279	14.53	354	18.53
56	2.58	131	6.58	206	10.58	281	14.58	356	18.58
57	3.02	132	7.02	207	11.02	282	15.02	357	19.02
58	3.07	133	7.07	208	11.07	283	15.07	358	19.07
60	3.12	135	7.12	210	11.12	285	15.12	360	19.12
62	3.17	137	7.17	212	11.17	287	15.17	362	19.17
63	3.22	138	7.22	213	11.22	288	15.22	363	19.22
64	3.26	139	7.26	214	11.26	289	15.26	364	19.26
66	3.31	141	7.31	216	11.31	291	15.31	366	19.31
68	3.36	143	7.36	218	11.36	293	15.36	368	19.36
69	3.41	144	7.41	219	11.41	294	15.41	369	19.41
70	3.46	145	7.46	220	11.46	295	15.46	370	19.46
72	3.50	147	7.50	222	11.50	297	15.50	372	19.50
74	3.55	149	7.55	224	11.55	299	15.55	374	19.55
75	4.00	150	8.00	225	12.00	300	16.00	375	20.00



**SECTION VI**

**ADDENDA -  
MEMORANDA OF AGREEMENT,  
LETTERS OF UNDERSTANDING  
AND  
COMPANY LETTERS**

