

**ONTARIO NORTHLAND RAILWAY
Agreement No.8**

RATES OF PAY AND RULES

**GOVERNING THE SERVICES OF
LOCOMOTIVE ENGINEERS**

Expires December 31, 2007

03012 (09)

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PREAMBLE

The right to make and interpret contracts, rules, rates and working agreements for Locomotive Engineers (and Hostlers subject to Article 64.11) shall be vested in the regularly constituted committee of the Teamsters Rail Canada Conference

Use of Masculine Gender

The use of the masculine gender in this agreement includes the feminine.

Classifications of Engineers

***Engineer:**

The employee operating and responsible for the operation of the locomotive(s).

***Second Engineer:**

The employee used as second man in the engine in passenger service.

Reserve Engineers:

Engine service employees who are qualified or certified to work as an engineer but not working as such. This does not include engine service brakeman.

Engine Service Brakemen:

Trainmen who are qualified or certified to work as engineers.

* Defined as essential services

Work Ownership

All Freight and passenger traffic hauled over ONTC lines shall be manned by ONTC crews governed by this agreement.

Article 1

Passenger Service

1.1 Rates of Pay

Rates of pay for engineers in passenger service are shown in Article 99.1.

1.2 Deadhead Equipment

Engineers operating trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay under rules applicable to passenger service.

1.3 Basic Day, Straight-away or Long Turnaround Service

One hundred miles or less (straight-away) or turnaround) five (5) hours or less, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided.

1.4 Called for Straight-away or Turnaround Service

(a) Engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade or where the line is blocked.

(b) Engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than 100 miles.

1.5 Preparatory Time

(a) Engineers obtaining locomotives on shop track except as provided in Article 1.6 will report for duty 10 minutes prior to time locomotives are required to leave shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work, and shall be paid for at a rate per hour of 1/8th or 1/5th as the case may be, of the daily rate applicable to the locomotive.

(b) Engineers on electric locomotives, electric car or motor car service, and diesel-electric locomotives operating in short turnaround passenger service (no single trip of which exceeds 80 miles) will be paid for all time necessary for the performance of preparatory work and such other duties as may be required prior to departure from station at initial terminal, on the minute basis at pro rata rate with a minimum of 15 minutes applicable to the locomotive or motor car operated.

(c) Time paid under this Article shall not be used to make up the basic day.

1.6 Time Allowance for Engineers on Locomotives Operating Through Terminals

(a) Engineers who obtain locomotives operating through terminals at a point where the incoming engineer delivers the locomotive to the outgoing engineer, regardless of the location at which the locomotive is delivered, will report for duty five minutes prior to the time required to take charge of the locomotive and will be paid for 15 minutes or five (5) miles at the rate applicable to the locomotive and service and such time shall not be used to make up the basic day.

(b) All incoming engineers will be paid 15 minutes or five (5) miles after arrival at change-off point at the rate applicable to the locomotive and service and such time will be used to the extent necessary to make up the basic day.

Note: The word "location" as used above refers to station, yard or shop track.

1.7 Initial Terminal Time

Initial terminal time will be computed and paid for on the following basis:

**(a) Straight-away Service-Diesel- Electric Locomotives
Obtained on Shop Track**

From time locomotive leaves designated shop track until departure of train from initial passenger station.

**(b) Straight-away Service - Changing Off of Diesel
Electric Locomotives**

Time occupied picking up and/or setting off a car (or cars) from their train, within 15 minutes of time required to report for duty, also all time in excess of 15 minutes from time required to report for duty until departure of train from initial passenger station.

(c) Not Applicable to Pilots

The provisions of this Article do not apply to engineers acting as pilots.

1.8 Final Terminal Time

Final terminal time will be computed and paid for on the following basis.

**(a) Straight-away Service -Diesel Electric Locomotives
Delivered onShop Track**

From time of arrival at final passenger station until locomotive is delivered on designated shop track.

**(b) Straight-away Service – Changing Off on Diesel-
Electric Locomotives**

From time locomotive reaches final passenger station until time of arrival at change-off point; also time occupied in picking up and/or setting off a car (or cars) from their train with 15 minutes of time of arrival at change-off point, this not to involve duplicate payment, and all time on duty in excess of 15 minutes from time of arrival at change-off point until released from duty.

(c) Time paid under this Article will be computed on the minute basis (each three minutes to count as one mile) at the rate applicable, and may be use to the extent necessary to make up the basic day.

(d) The provisions of this Article do not apply to engineers acting as pilots.

(e) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing the mileage of the trip.

1.9 Service at Terminals and Switching at Turnaround Points

(a) Engineers making less than 100 miles will be paid for 100 miles but will be required for further service (except in switching at yards where regular yard engine(s) are on duty) to the extent of five (5) consecutive hours at the rate of one (1) hour for each 20 miles for eight (8) consecutive hours at the rate of one (1) hour for each 12 1/2 miles (according to class of service).

(b) Engineers required to perform switching at terminals or turnaround points where yard engine(s) are not on duty will be paid for such service on the minute basis from time switching is commenced until switching is completed at a rate of 1/5th or 1/8th, as the case may be, of the daily rate applicable to the locomotive and service performed. Time so occupied will not result in a double payment and may be used to make up the basic day.

1.10 Inspection Time

(a) Engineers will be allowed 10 minutes after time locomotives are delivered on designated shop track except as provided in Article 1.6. Such time shall be allowed for performing duties required of them after locomotive is delivered on the shop track at end of day's work, and shall be paid for at a rate per hour of 1/8th or 1/5th, as the case may be, of the daily rate applicable to the locomotive.

(b) Engineers in all classes of passenger service on electric passenger service on electric locomotives, electric car and motor car service will be allowed a minimum of 10 minutes after arrival at the station, change-off or designated point for the performance of inspection and such other duties as may be required. Engineers on diesel-electric locomotives operated in short turnaround passenger service (no single trip of which exceeds 80 miles) will be allowed a minimum of 10 minutes after arrival at the station, change-off or other designated point for the performance of inspection and such other duties as may be required.

(c) Time paid under this Article will be used to the extent necessary to make up the basic day.

1.11 Definition of a Separate Run

Engineers used out of or at initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood that on branch runs, or at terminals where no yard engine is on duty, road engineers may be required to do yard passenger switching and will be considered as in continuous service.

1.12 Crew Returned To Different Point

When crews are returned to other than original point or terminal of going on duty, the company will provide free transportation between the two points.

1.13 On Duty Second Engineer

In passenger service, the second engineer will be called for the same time as the locomotive engineer and will go on duty at the time for which called.

1.14 Paid cancellation

Locomotive engineers employed in passenger service that are cancelled, shall be paid 150 miles for each trip lost. This article will not apply to cancellations due to shortage of men.

1.15 Establishing Assignments

The union will establish assignment schedules based on the service design plan for that operation providing there is no additional cost to the company.

1.16 Northlander Meal Expense in Toronto

Meal expense to be \$38.00 per day for Northlander crew in Toronto if cooking facilities are not provided.

(Breakfast - \$7.00; Lunch - \$10.00; Supper \$21.00)

1.17 Conductor Only Passenger Assignments

Locomotive Engineers working on this assignments shall be paid, in addition to their regular earnings, the amount in accordance with the Length of Run allowance contained in Article 99.5. Locomotive Engineers in this service shall assist the Conductor with terminal switching and will line switch entering and leaving sidings when meeting another train.

Article 2

Freight Service

2.1 Rates of Pay

Rates of pay for engineers, in through and irregular freight, work, wreck, construction, and all other unclassified service, shall be as shown in Article 99.2(a).

2.2 Basic Day

In all classes of service covered by Article 2.1, 100 miles or less, eight hours or less, straight-away or turnaround shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to classes of service.

2.3 Straight-Away or Turnaround Service

Engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade, or where the line is blocked.

2.4 Turnaround Service

Engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than 100 miles.

2.5 Provisions of 2.3

The provisions of 2.3 do not apply to engineers called for work, wreck or construction service.

2.6 Overtime

(a) Except as provided in Clause (b) of this Article, overtime will be computed from the time initial terminal time ceases to the time final terminal time commences.

(b) In helper, pusher, work or construction service, overtime will be computed from time locomotive leaves shop track until time locomotive arrives on shop track at end of trip or day's work.

(c) On runs of 100 miles or less, overtime will begin at the expiration of eight (8) hours from the time for computing overtime as set forth in Clauses (a) and (b) of this Article.

(d) On runs in excess of 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2 computed on the basis set forth in Clauses (a) and (b) of this Article.

(e) Overtime shall be paid for on the minute basis, at a rate per hour of 3/16ths of the daily rate, provided in Article 2.1, according to class of service.

2.7 Preparatory Time

(a) Engineers obtaining locomotives on shop track except as provided in Article 2.8 will report for duty 10 minutes prior to time locomotives are required to leave the shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work and shall be paid for at a rate per hour of 1/8th of the daily rate applicable to the locomotive.

(b) Time paid under this Article shall not be used to make up the basic day.

The provisions of this Article do not apply to engineers acting as pilots.

2.8 Time Allowance for Engineers on Locomotives Operating Through Terminals

All incoming engineers will be paid 15 minutes or three (3) miles after arrival at change-off point at the rate applicable to the locomotive and service and such time shall not be used to make up the basic day.

Note: The word "location" as used above refers to Station, Yard or Shop Track.

2.9 Initial Terminal Time

Initial terminal time will be computed and paid for on the following basis:

(a) Locomotive Obtained on Shop Track

From time locomotive leaves shop track until it passes the designated switch (i.e., main switch connecting with the yard track) of the yard in which the train originated.

(b) Changing Off on Locomotives

Time occupied in picking up and/or setting off a car (or cars) from their train within 15 minutes of time required to report for duty, also all time in excess of 15 minutes from time required to report for duty until time locomotive passes designated yard switch (i.e., main track switch connecting with yard track).

(c) At terminals where there is a series of yards, the words "main track switch connecting with the yard track", as used above refers to the outer switch of the last yard in which a car (or cars) is picked up and/or set off.

(d) When trains (such as express or mixed trains) originate at the passenger station and no car (or cars) is picked up or set out in yard at the terminal after leaving the passenger station, initial terminal time will cease from time of departure of train from passenger station.

(e) Time paid under this Article will be computed on the minute basis (each 4.8 minutes to count as one (1) mile), at the rate applicable to the locomotive and service, and shall not be used to make up basic day.

(f) The provisions of this Article do not apply to road switch runs operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work or construction service or to engineers acting as pilots on which terminal time will be included in time for computing overtime.

(g) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

2.10 Final Terminal Time

Final terminal time will be computed and paid for on the following basis:

(a) Locomotives Delivered on Shop Track

From time locomotive reaches the designated switch (i.e. main track switch connecting with the yard track), of the yard to which train is destined until time locomotive is delivered on shop track.

(b) Changing Off on Locomotives

From time locomotive reaches the designated switch (i.e. main track switch connecting with the yard track) of the yard to which train is destined until time of arrival at change-off point, and all time on duty in excess of 15 minutes from time of arrival at change-off point until released from duty.

Note: In the application of Clauses (a) and (b) above, should train be delayed at semaphore, governing

signal C.T.C. territory, yard limit board, or behind another train similarly delayed, final terminal time will be computed from the time locomotive reaches that point.

(c) At terminals where there is a series of yards the words "main track switch connecting with the yard track" as used above refer to the outer switch of the first yard in which a car (or cars) is picked up and/or set off.

(d) A train entering a terminal and not delayed at semaphore, yard limit board, behind another train or no car (or cars) is picked up and/or set off in the yard prior to reaching a point where such train is held account yard congestion, terminal time will commence at the point so held.

(e) When the passenger station is the destination of the train, and no car (or cars) is picked up and/or set off in the yard at the final terminal prior to reaching the passenger station, final terminal time will be computed from the time of arrival at the passenger station.

(f) Time paid under this Article will be computed on the minute basis (each 4.8 minutes to count as one (1) mile) at the rate applicable to the locomotive and service, provided, however:

- (1) Engineers on overtime on arrival at the point where final terminal time begins, final terminal time will be paid until arrival on shop track or change-off point, as the case may be, at a rate per hour of 3/16ths of the daily rate.
- (2) Engineers not on overtime on arrival at the point where final terminal time begins but the overtime period commences before locomotive is delivered on designated shop track or change-off point, as the case may be, 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, and time thereafter will be paid at a rate per hour of 3/16ths of the daily rate. In calculating overtime under this paragraph the overtime period will commence when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by 12 1/2.

(g) In the application of this Article any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

(h) Time paid under this Article will not be used to make up the basic day.

(i) The provisions of this Article do not apply to road switch runs operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work or construction service or to engineers acting as pilots, on which terminal time will be included in time for computing overtime.

2.11 Release at Final Terminal

Where yard engines are on duty engineers will be considered released from duty on arrival at objective terminals after yarding their train in a minimum number of tracks, including putting their caboose away if necessary, except that they may be required to perform switching in connection with their own train to set off and if necessary spot important or bad order cars. To accomplish this work they may be required to re-spot other equipment involved in performing this service. Should they be required to perform other work when yard engines are on duty or to make short runs out of the terminal they will be paid minimum of 100 miles for such service.

Where no yard engine is on duty road engineers will do yard switching and will be considered as in continuous service.

An engineer in straight-away service whose tour of duty requires him to operate through a location which is later to be the objective terminal will be considered released from duty in keeping with this Article if on arrival at such location he/she has been nine hours on duty. When released under this paragraph the engineer will not be considered tied-up between terminals under the provisions of Article 14.

2.12 Inspection Time

(a) Engineers will be allowed 10 minutes after time locomotives are delivered on designated shop track except as provided in Article 2.8. Such time shall be allowed for performing duties required of them after locomotive is delivered on shop track at end of day's work, and shall be paid at a rate per hour of 1/8th of the daily rate applicable to the locomotive and service.

(b) Time paid under this Article will be used to the extent necessary to make up the basic day.

(c) The provisions of this Article do not apply to engineers acting as pilots.

2.13 Assisting Trains, Doubling Grades, Etc.

Actual mileage run will be allowed to engineers:

(a) Taken from trains on the road to assist other trains.

(b) Doubling grades.

(c) Running for fuel and/or water.

(d) Plowing and/or flanging side tracks.

(e) When run more than one mile off main line.

(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.

Such mileage to be added to the road mileage of the trip.

2.14 Side Trips

(a) Locomotive engineers on regular assignments in turnaround service, who are required to make additional side trips for which they were not notified at time of call, will be paid the additional miles run on such side trips, provided it is not the type of service contemplated by Article 2.13

(b) The time involved in making such trips will not be used in computing overtime. The miles involved in such trips will not be used to make up the basic day, but will be used to make up the guarantee.

2.15 Switching pertaining to train OR switching at locations where yard(s) or a spareboard are not maintained

(a) Locomotive Engineers ordered for train service required to perform 4 or more hours switching at initial or final terminal (3 or more hours at Rouyn) in any one yard where yard locomotive engineers 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.

(b) Time paid under the provisions of this Article will be deducted in computing overtime, and at the initial terminal, time so occupied will be computed from the time switching service commences until completed.

(c) The provisions of this Article do not apply to road switcher service operating on a turnaround basis within a radius of 30 miles or to helper, pusher, work, or construction service on which terminal time is included in time for computing overtime.

2.16 Switching not pertaining to train where yard(s) or a spareboard are maintained

(a) Industrial Switching

It is agreed that when yard crews are not on duty and the Company is unable to call an extra yard to perform industrial switching due to a shortage of crews, the following shall apply:

- 1) An on duty road crew who elects to perform the switching shall be paid at yard rates, on a minute basis, for all time so occupied with minimum of 3 hours, in addition to their terminal time.
- 2) Home terminal road crews shall be used to perform industrial switching at the home terminal, in preference to on-duty road crews assigned to another terminal.
- 3) A shortage shall not be deemed to exist until all calling procedures have failed to provide a yard crew.

(b) Incidental Movement of cars

Road crews required to move cars not pertaining to their train shall be paid at yard rates, on a minute basis, for all time so occupied with a minimum of 3 hours, in addition to their terminal time.

Road crews picking up or setting off their train/cars at the CNR transfer yard in North Bay, shall be paid at yard rates, on a minute basis, for all time so occupied with a minimum of 3 hours, in addition to their terminal time.

“Conductor Only” crews who elect to perform service in accordance with this Article shall also be entitled to the premiums contained in Article 2A in addition to these payments.

2.17 Combination Service

(a) Engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed; the overtime basis for the rate paid will apply for the entire trip.

(b) The incidental handling of a caboose or a freight car in connection with the movement of a passenger train will not involve the payment of freight rates.

(c) When an Engine Service Brakeperson is instructed by an appropriate officer of the company to perform service as a locomotive engineer during a continuous tour of duty in road service, they will be paid for the entire tour of duty at the rate of pay of the locomotive engineer.

Time for Meals - Freight Service

2.18 Locomotive engineers performing roustabout 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 Rail Traffic Controller in 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. ARCHIVED

2.19 (a) Locomotive engineers in any class of road service other than those specified in Article 2.17 are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of Articles 2.18 to 2.23 inclusive.

(b) Locomotive engineers will report for work at the home terminal or the away-from-home terminal suitably prepared, with sufficient food so that, except as otherwise provided by Article 2.19, the first meal is taken on the train without incurring delay to the train. Entitlement to a second meal shall arise only under the conditions set out in Article 2.21.

(c) In the application of this Article, where the words "supervisory employee" appear, they shall mean:

(i) at the initial or final terminal, the Manager Train Service or proper officer where such are employed at the location;

or

(ii) in all other cases, the Rail Traffic Controller.

2.20 (a) At the initial terminal of their run, locomotive engineers shall have the option of using an available eating facility after 4 hours on duty. This does not preclude the supervisory employee from instructing the locomotive engineer to take the opportunity to use an eating, if he/she so desires, after 3 hours on duty. A locomotive engineer declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.

(b) When a locomotive engineer exercises the option to use an eating facility after 4 hours on duty, and the time taken in doing so exceeds 40 minutes, all time in excess of 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Articles 30 and 31. Time shall be calculated from the time transportation is made available to the locomotive engineer. This Clause (b) shall only apply in instances when the train is delayed solely as a result of the locomotive engineer using an eating facility.

2.21 Except as otherwise provided by Article 2.19 the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

2.22 (a) Locomotive engineers will be afforded the opportunity for a second meal provided that they have been on duty at least 9 hours. The time for fixing the beginning of assignments for the purpose of a second meal is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) Locomotive engineers desiring a second meal must provide the supervisory employee with sufficient advance notice, in no case less than one hour. The supervisory employee may instruct the locomotive engineer to take the opportunity for a second meal prior to the expiration of 9 hours in instances where the train is delayed or is subject to delay. Locomotive engineers declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.

(c) Locomotive engineers who, pursuant to Article 2.19 have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted to stop, on the basis that they will have retained the food intended for consumption on the road. Thus, any second meal during the tour of duty will become their first meal on the road and will be taken in accordance with the provisions of Article 2.20

(d) All members of the train and engine crew will take the opportunity for a second meal as a unit with the minimum time necessary to obtain the meal. Train and engine crews deadheading will take the opportunity for a meal as a unit at the same time as the working crew.

(e) If over 40 minutes is taken to obtain a second meal, all time over 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Articles 30 and 31.

2.23 (a) Provided that they have been on duty at least 9 hours, locomotive engineers will be afforded the opportunity for their second meal at the final terminal of their run when time occupied in yarding the train at the objective terminal will occupy more than 1 hour. Locomotive engineers, still in the process of yarding their train at the expiration of the 1 hour, may be instructed to complete the yarding of their train. In such cases, they will be paid, over and above any final terminal time earned, an allowance of 40 minutes at the rate of service performed for which a maximum of 40 minutes work may be required before the locomotive engineer will be allowed to eat.

(b) This second meal will be taken in accordance with the provisions of Article 2.21 except that a notice period of less than one hour may be sufficient.

(c) When time taken to obtain a meal at the final terminal occupies 40 minutes or less, no deduction will be made; if over 40 minutes is occupied, all time in excess of 40 minutes will be deducted from final terminal time.

2.24 (a) When locomotive engineers are allowed to use an eating facility, the Company will provide or arrange transportation to a facility at that location. Locomotive engineers will be reimbursed for authorized transportation expenses. Claims for such expenses must be submitted on Form 1320, accompanied by receipts.

(b) The Company may designate the eating facility to be utilized.

2.25 Establishing Assignments

The union will establish assignment schedules based on the service design plan for that operation providing there is no additional cost to the company.

2.26 Freight Rates on Passenger

Freight engineers called off their regular assignments in shortages to work passenger assignments will be paid at freight rates.

Article 2A Conductor Only Operation

2A.1 With respect to Locomotive Engineers operating within freight service will receive Length of Train and Length of Run Allowance as described in Article 99.5. Such allowances replace any reference to similar allowances in the current collective agreement.

2A.2 Employees hired subsequent to November 25, 1996 and who acquire locomotive engineer status, will not be entitled to the length of run allowances identified in Article 99.5.

2A.3 Switching at Terminals

Locomotive Engineers on Conductor Only freight service who perform terminal switching shall be paid for all time so occupied on a per minute basis with such time not to be used to make up the basic day. In addition, they shall be paid a premium of 12.5 miles for each switch performed to a maximum of 5. This does not limit the number of actual switches that may be required.

2A.4 Setting Out or Taking On Cars Enroute in a Conductor Only Operation

(1) 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 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) for the trip with a minimum of 12-1/2 miles for the first hour or portion thereof. Times 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 enroute, and to lift a car or cars at B, another location enroute. The time occupied at A is 20 minutes for which 12-1/2 miles is paid. The time occupied at B is 45 minutes for which 12-1/2 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, a location enroute, as a consequence of which switching is required in order to comply with marshaling instructions. The time occupied at A is 1 hour and 15 minutes for which 16 miles is paid.

2A.5 Enroute

(a) Such trains will make no more than five (5) stops enroute for the purpose of taking on and/or setting out a car or group of cars together, except to set off a bad order car or cars. The setting off of a bad order car or cars is not a stop for the purpose of this subparagraph;

(b) Such trains will not be required to perform switching enroute (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 marshaling of trains or to spot or re-spot car(s).

2A.6 Intermediate Terminals

Porquis and Kapuskasing shall be considered as intermediate terminals. Locomotive Engineers who perform switching at these locations shall be paid a premium of 12.5 miles for each switch performed to a maximum of 3 per tour of duty, or time occupied, whichever is greater. This does not limit the number of switches that may be required.

When crews are required to switch Hallnor or South Porcupine and Kidd they shall be paid a premium of 12.5 miles for each switch performed to a maximum of 6, in addition to the time occupied. When only required to switch at Kidd the current maximum of 5 applies. This does not limit the number of switches that may be required.

Article 3

Yard, Transfer and Road Switcher Service

3.1 Rates of pay per day of eight (8) hours shall be as shown in Article 99.3(a).

3.2 Basic Day

Eight (8) hours or less shall constitute a day's work.

3.3 Forty Hour Week

(a) Work Week

Unless otherwise provided in this Article a work week of forty hours, consisting of 5 consecutive days of eight hours each is established with two rest days in each seven except as provided in this Article. The work weeks will be established in accordance with the Railway's operation requirements.

(b) Beginning of Work Week

The term work week for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for spare engineers shall be a period of seven consecutive days starting with Sunday.

(c) Spare Locomotive Engineer

Spare Locomotive Engineer may work any five days in a work week and their days off need not be consecutive.

(d) Relief Assignments

- (i) When service is required by the railway on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignment or by spare employees when not protected in the foregoing manner. Where regular relief assignments are established they shall, except as otherwise provided in this rule, have five consecutive days of work. They may on different days, however, have different starting times providing such starting times are those of the employee or employees relieved and have different points for going on and off duty which shall be the same as the employees relieved, except that in a seniority district having more than one spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.
- (ii) Where regular relief assignments cannot be established for five consecutive days on the same shift, as provided for in Rule (d)(i) of this Rule, such assignments may be established for five consecutive days with different starting times on different points for going on and off duty in the same seniority district, which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.

3.4 Overtime

(a) When yard engineers protect other than their own assignment, they will be compensated for such service at one and one-half times the hourly rate provided that calling procedures through article 3.5, E.S.B.'s not working as such and the seniority list have been exhausted.

Employees, including spareboard employees, worked more than five straight time eight hour shifts in yard service in a work week shall be paid one and one half times the basic straight time rate for such excess work except:

- (i) When changing off where it is the practice to work alternately days and nights for certain periods.
- (ii) When working through two shifts to change off.
- (iii) When exercising seniority rights from one assignment to another.
- (iv) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.
- (v) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the five day work week, nor shall service under two agreements be combined in any manner in the application of the five day work week.

(b) When engineers are required to remain on duty in excess of eight hours in continuous service, they will receive overtime at time and one-half on the minute basis. When they start a second shift within a 24 hour period, they will not be paid under the overtime rule but will start a new day.

3.5 Spare Board Engineers Not Available

Regularly assigned yard engineers will be permitted to:

- (a) Work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare engineers available, and/or,
- (b) Work a tour of duty in road service on the day(s) off of their regular assignment when there are no spare engineers available, provided the following conditions are fulfilled.

(i) Engineers desiring such work will make application in writing to work a sixth shift or tour of duty in the work week.

(ii) The senior engineer so available will be called when such call will not interfere, with him filling his/her regular assignment.

(c) An engineer who has indicated that he/she is available for such work will accept all such calls until cancels his/her application in writing.

(d) Engineers who fail to respond to calls for any reason will not again be called for the duration of the time table unless the call was missed for reasons satisfactory to the proper officer of the company.

3.6 Tour of Duty in Road Service

Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the five-day work week, nor shall service under two agreements be combined in any manner in the application of the five-day work week.

3.7 Fixed Starting Times

(a) Regularly assigned yard engineers shall have a fixed starting time and the starting time will not be changed without at least forty-eight hours advance notice.

- (b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 0600 and 0800 hours, the second 1400 and 1600 hours and the third 2200 hours and midnight.
- (c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Clause (b).
- (d) Where two shifts are worked not in continuous service the first shift to begin work will be between the hours of 0630 and 1000 and the second not later than 2230 hours.
- (e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in clause (b) or (d).
- (f) At points where only one yard engineer is regularly employed, they can be started at any time, subject to clause (a).
- (g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.
- (h) When the starting time of a yard assignment is changed more than one hour, or a change is made in the assigned days of a yard assignment, such assignment will be bulletined for three days and the senior qualified applicant will be assigned.

3.8 Calculating Assignments and Meal Periods

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

3.9 Meal Periods

- (a) Engineers will be allowed one hour for lunch between 4 and 4 1/2 hours after beginning of assignment without deduction in pay. Engineers will not be required to work longer than 4 1/2 hours without being allowed 1 hour for lunch with no deduction in pay or time therefore.
- (b) When it is determined that more than one hour of overtime work is required, the locomotive engineer will advise the supervisor if he/she wishes a hot meal. Upon receipt of such advice the supervisor will arrange the work in such a manner that the locomotive engineer will have the opportunity to have a hot meal at the completion of nine hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

Note: This paragraph does not preclude the supervisor advising the crew after the seventh hour that overtime will be required and the crew may be released by the supervisor then or later for a hot meal. When so released it will not be necessary to provide an opportunity of obtaining a hot meal at the completion of nine hours of work.

- (c) Yard engineer will be allowed one fifteen minute coffee break after 2 hours on duty and an additional fifteen minute coffee break after 6 hours on duty without deduction in pay or time therefore.

3.10 Working Outside Switching Limits

(a) Emergency Road Service

When regularly assigned to perform service within switching limits, yard engineers shall not be used in road service when road engineers are available except in case of emergency. When yard engineers are used in road service, under conditions just referred to, they shall be paid, in addition to the regular yard pay, actual miles run. However, in the event overtime occurs, they will be paid hours (8 hours yard rate at straight time plus time and one-half thereafter at yard rates) or miles (8 hours at yard rate plus actual miles run), whichever is greater.

Question - When will road engineers be considered as available?

Answer - A road engineer is available when rest is up and engineer is subject to call.

(b) Switching Service

Yard engineers may be required to perform industrial switching service on the basis of a 30 mile radius from the respective terminal.

3.11 Rest

(a) Engineers may have rest after being 8 hours on duty upon advice to the proper officer. Engineers must give two hours notice of their desire to book rest.

(b) Engineers will not be required to report for duty until they have had eight hours off duty for rest, if desired. Such period off duty for rest must be booked on completion of shift and in no case shall less than three hours nor more than twelve hours off duty for rest be booked. The period off duty for rest shall be booked in even hours and once booked cannot be changed or cancelled.

3.12 Switching Limits Defined

(a) The necessity of changing or re-establishing recognized switching limits, in order to render switching service required because of extension of industrial activities or territorial extensions of facilities, must be recognized.

(b) The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed when necessitated by changed conditions. When changes are required they will be fully discussed with the General Chairperson. Yard or cautionary limit boards may or may not indicate switching limits.

(c) Incidental movements in Cochrane when Mechanical Department track mobile is temporarily out of service.

1. Mechanical Department employees would only use a locomotive to move equipment when no yard crews are on duty.
2. Mechanical Department employees would only use a locomotive on an incidental basis when there is no other means of moving equipment.
3. In any case, switching movements will only be performed within existing shop track limits unless mutually agreed to.

3.13 Points for Going On and Off Duty

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

3.14 Yard Service Crew Regulations

Engineers on yard locomotives will regularly work the same shifts, seniority to govern, except where at present working different shifts by rotation, such practice to continue.

3.15 Working Within Switching Limits

Yard rates and conditions will apply to engineers in work, construction, auxiliary, snow plow, snow spreader or flanger service for a yard tour of duty which is not continuous with road service.

3.16 Extra Yard Work

Extra yard work will be manned by calling spare crew if available ahead of holding regular yard crew on overtime

3.17 Conductor-Only Yards

Locomotive Engineers working such assignments shall line switches in the vicinity of the locomotive, when required.

Article 4

Snow Plow Service

4.1 Snow Plows

Locomotives pushing plows will not have a train attached other than the cars necessary for the trip. A qualified person shall be placed in snow plows.

4.2 Switching at Terminals and Enroute

Engineers coming in from snow plow trip will not be required to do any switching at terminals, except to put their own train away, if no yard locomotive is immediately available. At points enroute engineers will not do any switching except when necessary to move cars in order to plow out a track or tracks.

Article 5

Work Train Service

5.1 The following freight service rules apply to work train service:

- 2.1 Rates of Pay
- 2.2 Basic Day
- 2.4 Called for Straight-away or Turnaround Service
- 2.6 (b),(c),(d),(e) Overtime
- 2.7 Preparatory Time
- 2.12 Inspection Time, except as provided in Article 5.2
- 2A Conductor Only service

5.2 Work Train Guarantee

Engineers assigned to work train service will be allowed one day for each 24 hours so held, whether at or away from home terminal, except as otherwise provided in Article 5.3.

5.3 Home for Saturdays and/or Sundays

(a) Engineers assigned to work trains for five days per week will be given transportation and allowed to go home for Saturdays and Sundays. When engineers can go home for Saturdays and Sundays they will not be paid.

(b) Engineers assigned to work trains in excess of five days per week will be given transportation and allowed to go home for Sundays. When engineers can go home for Sundays they will not be paid.

5.4 Sleeping Quarters

Suitable sanitary sleeping accommodation, including beds, clean blankets, sheets, mattresses, pillows, tables, chairs, wash basins and cooking facilities will be provided for the exclusive use of engine and train crews in work train service, otherwise enginemen will be run to terminals where suitable sleeping accommodation is provided. When bunk cars are used they shall be stencilled "Train Operations Bunk Car" and be solely for the use of enginemen and trainmen. Cars to be equipped with screen doors and window and air conditioners.

5.5 Mileage Regulations

Engineers on work train held away from points where spare men are stationed will advise their designated Railway officer in sufficient time to permit him to get spare engineers to point they are working, by the time they have made the mileage allowance stipulated to cover that service. No deadhead mileage to be allowed.

5.6 Manning Work Trains

(a) Work trains going on for seven days or more will be bulletined over the entire system. All engineers, including engineers not working as such, are eligible to apply.

Senior man may have preference to spotting engine or engines, handling pile drivers or ditchers when used in work train service.

(b) Senior engineers will have choice of assignment when two or more work trains are working at the same time. Engineers when going on work or construction trains will be notified 24 hours previously so they can make necessary preparations, except in case of emergency.

(c) Unassigned work trains will be crewed from the originating home terminal where a spareboard is maintained, unless the movement is through to another home terminal with a spareboard. In terminal to terminal through movement the assignment will be protected by the spareboard responsible for work on that subdivision.

5.7 Calculation of Time

(a) Assigned and unassigned work trains in straight-away service, and in turnaround service where the road haul in one direction is less than 100 miles, will be paid on the basis of time or miles, whichever is the greater, calculated from time of coming on duty until time of going off duty.

(b) For assigned work trains in turn-around service where the road haul in one direction is 100 miles or more, switching or delay at initial point shall not be paid separately but shall be included in the day's work; switching or delay after arrival at the tie-up point shall be paid in addition to the miles run on the minute basis at pro rata rates.

(c) For unassigned work trains, when the distance between the terminal and working point is 100 miles or over, pay will be under freight rules, allowing time at working point as terminal time. When the distance between the terminal and working point is less than 100 miles, pay will be on the basis of time or miles, whichever is greater, calculated from time of coming on duty until time of going off duty.

5.8 Operation of Work Trains

Ten (10 Consecutive) Days - When required for operational purposes and notwithstanding the provisions of Article 5.4 two five day periods may be combined into one ten day period with four consecutive days off. Locomotive Engineers assigned to such work trains will be given transportation and allowed to go home for the four days off. Locomotive Engineers assigned to work trains under the provisions of this paragraph will be allowed one day for each 24 hours so held and not used, whether at or away from home terminal, except for any of the four days off on which they were allowed to go home.

5.9 Unassigned Engineers-Five Days or Less

Unassigned locomotive engineers ordered at the home terminal for work train service may be called for five days or less and will protect the work train assignment for that period whether tied up at the away-from-home terminal or enroute.

5.10 Definition of Work Train Service

Work Train Service is service ordered or advertised for the sole purpose of:

(a) switching, loading and/or unloading material, and other service for the maintenance, improvement, construction or reclamation of company property; including

(b) wreck clearing operations (auxiliary service); and

(c) service exclusively engaged in handling company material, empty equipment, boarding and/or outfit cars, road repair cars, or auxiliaries directly to or from loading sites or work sites.

Service, other than that described in Clause (c), whose sole purpose, on a tour of duty basis, is hauling company material, empty equipment, boarding and/or outfit cars, or auxiliaries from one terminal to another terminal for that tour of duty will not be considered as work train service.

5.11 Meals and Lodging

Locomotive engineers in work train service where the Company does not provide for meals and lodging will be eligible to claim reasonable necessary expenses as follows:

- i) Meals: \$35.00 per day or \$20.00 per day when tied up at a terminal considered their normal place of residence.
- ii) Boarding: Engineers who elect to stay with friends/relatives when they would otherwise be required to stay at a hotel/motel will be reimbursed for the amount they pay for lodging up to a maximum of \$20.00 per day.

5.12 Allowance When Tied Up Away From Home Terminal

Where no roundhouse staff is employed, engineers will be allowed 15 minutes at end of day, for miscellaneous service in connection with work on engine, providing that it does not exceed 15 minutes. This allowance is not to be made until eight hours have been worked and will be paid at pro rata rates. Where payment is allowed under this Article the 15 minutes provided for in Article 2.12 will not be allowed. Such time will be used to the extent necessary to make up the basic day.

Article 6

Roustabout Switching Assignments

6.1 (a) Notwithstanding the provisions of Article 3, Road Switcher assignments may be established to operate on a turnaround basis beyond a radius of 30 miles.

(b) Engineers on Road Switcher assignments not covered by Article 3 who are required to perform four (4) or more hours switching at the home terminal in a tour of duty, will be paid for the whole of such tour of duty at yard rates. Road service performed will be allowed on the basis of hours or miles, whichever is the greater. Switching and road service may be combined to make up the basic day.

(c) Engineers on Road Switcher assignments not covered by Article 3 who perform less than four (4) hours' switching at the home terminal in a tour of duty will be paid for the whole of such tour of duty at wayfreight rates.

(d) This Article 6.1 may be terminated at any time subject to thirty (30) days' advance notice by either party.

Article 7

Mixed Train Service

7.1 A mixed train is a train, composed of freight cars, passenger coach or coaches, and a baggage car or combination car, and does not include a freight train with only a passenger car attached.

7.2 Engineers assigned to a run, a portion of which is passenger and the balance mixed, or freight, or both, will be paid mileage or time at wayfreight rates in accordance road service guarantee

Article 8

Road Service Guarantee

8.1 Minimum Guarantee

Regular assignments in road service, exclusive of work train, which do not operate into or out of a terminal where a spare board is maintained will be guaranteed the equivalent of 3,000 miles per month at the minimum through freight rate.

8.2 Paid Not Less Than Minimum Guarantee

Engineers filling such assignments who are ready for service the entire month and who do not lay off of their own accord, will receive not less than the minimum monthly guarantee. Such engineers may be used in other road service to complete guarantee when it will not interfere with performing their regular assignment.

8.3 Proportion of Monthly Guarantee

Engineers filling an assignment only a portion of the month will be paid their proportion of the monthly guarantee.

Article 9

Piloting

9.1 Engineers acting as pilots will be paid from the time required to report for duty until time of registering off duty on completion of trip or day's work at the rate of pay applicable to the class of power and under conditions pertaining to the class of service piloted, except that articles dealing with inspection time shall not apply.

9.2 An engineer in charge of a locomotive over a subdivision with which he/she is not familiar, will be furnished with an engineer, if available, as pilot, in addition to engine crew.

Note: In the application of this Article 9.2, the number of trips over a particular subdivision during which a locomotive engineer is furnished a pilot before he/she is considered "familiar" with such subdivision will be the subject of local agreement between the appropriate officer of the company and the General Chairman of the Brotherhood. In the event that they cannot agree, the Company may determine the number of trips which it considers adequate, subject to the right of the General Chairman to process the dispute as a grievance directly at Step 3 of the grievance procedure. In such proceedings, the burden will be on the Company to show that the number of trips for which a pilot is furnished is adequate.

Article 10

Housing and Taking Locomotive Out

10.1 Engineers will be paid on the minute basis with a minimum of fifteen (15) minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will be paid for at a rate per hour of one-eighth (1/8th) or one-fifth (1/5th), as the case may be, of the daily rate applicable to the class or locomotive and service, and will not be used to make up the basic day. Time so paid will not be included in computing overtime or terminal time. This Article will apply only when engineers are instructed to perform this work.

Article 11

Watching or Tending Locomotives

11.1 (a) Employees called out to attend locomotives or steam generator units after termination of trip or day's work, will be allowed pay at pro rata minimum freight rate per hour for all time occupied, with a minimum of four (4) hours for each call. Time paid for under this rule shall not be used to make up the basic day.

(b) Both members of an engine crew will not be paid for watching the same locomotive or steam generator at the same time.

Article 12

Deadheading

12.1 Deadheading or travelling passenger on Railway business, with the proper authority, will be paid for as follows:

(a) Deadheading paid separately from service will be computed on the basis of miles or hours, whichever is the greater, with a minimum of 100 miles, overtime pro rata, at the minimum rate applicable to the train on which the engineer travels.

(b) When deadheading is coupled with service paid for at road rates, such deadheading time and any dead time will be taken into account with the time occupied in other service when computing overtime, and the time or mileage will be paid for at the highest rate applicable to any class of service performed with a minimum of 100 miles. The provisions of Articles 1.7, 1.8, 2.9 and 2.10 (Terminal Time) will apply when deadheading and service are combined.

(c) When deadheading is coupled with service paid for at yard rates, such deadheading time and any dead time will be paid for separately from the time occupied in yard service, miles or hours, whichever is the greater. If deadheading is performed on the passenger train (or highway vehicle) it will be considered as passenger service, and if on a freight train, as freight service.

(d) When an employee is ordered to deadhead on pay, the company will provide or arrange for transportation. When rail or public transportation is not available and an employee is authorized to use his/her private automobile, the employee will be reimbursed for the miles travelled via the most direct highway route as per the company's policy.

(e) Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided in Article 12 an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in this agreement.

12.2 Deadheading, Exercising Seniority Rights, Etc.

Engineers deadheading to exercise seniority rights or returning after having done so, or as a result of the application of Article 44, will not be entitled to compensation therefore. Deadheading in connection with relief work which engineers have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and engineers are ordered by the Railway to deadhead, shall be paid for, except where engineers are forced to fill an assignment due to no applications being received. In all cases, when engineers are sent and relief is for two tours of duty or more, deadheading shall not be paid for.

12.3 Standing on Board

When deadheading through freight crews to and from home terminals, the crew standing first out will deadhead and be placed on board ahead of crew of train on which they deadhead.

12.4 Engineers Transportation

Engineers required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required. Engineers required to deadhead to and from Hearst who elect to use their own automobile will be reimbursed for the expenses at the rate of 23 cents per kilometre.

12.5 Conductor Only crews deadheading on Freight Trains

Employees deadheading on freight trains will receive, in addition to their basic pay therefore, an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in Article 99.

12.6 Protecting service in Other Terminals

Employees protecting service in other terminals due to shortages shall be entitled to deadhead and mileage allowance.

Article 13

Basis of Payment to Locomotive Engineers for Preparatory Time and Final Inspection Time

Except as outlined below, inspection and maintenance of diesel locomotives, electric locomotives, multiple unit cars and self-propelled rail cars are the responsibility of the Railway maintenance staffs. Locomotive engineers are required to perform the following duties for which they will be paid preparatory and final inspection time.

Preparatory Time

Under All Circumstances When Reporting for Duty:

1. Sign appearance sheet where required.
2. Comply with requirements of Rule 3 of Canadian Rail Operating Rules.
3. Read and sign bulletins and instructions where required.

Taking Charge of a Diesel Locomotive at a Maintenance Point:

1. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
2. Ensure that all hand brakes are released.
3. Ensure that approved flagging equipment is on locomotive.

Taking Charge of a Diesel Locomotive at a Run Through Point:

1. Examine report 771 of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that approved flagging equipment is on locomotive.
4. Perform required brake test.

Taking Charge of a Diesel Locomotive Where Shop Staff are not Available:

1. Start up engines in prescribed manner if shut down.
2. Ensure that air brake control devices are properly positioned; that air compressor(s) is working normally and that air gauges indicate pressure required for service.
3. Check headlight, classification lights and back up light.
4. Check that fire extinguishers are in proper location.
5. Ensure that approved flagging equipment is on locomotive.
6. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
7. Check fuel supply.

8. Test bell, whistle and sanders.
9. Check that the steam generating system is operating as required; check water supply.
10. Ensure that hand brakes are released; remove wheel blocking if necessary.

Final Inspection Time

Under All Circumstances Before Going Off Duty:

Comply with the requirements of the Engineer's and Fireman's Register and Rest Book.

Before Leaving a Diesel Locomotive at a Maintenance Point:

1. Complete report 771.
2. Make full application of independent brake.
3. Leave the locomotive and steam generator controls in the prescribed position.
4. Apply hand brake.

Before Leaving a Diesel Locomotive at a Run Through Point:

1. Complete Report 771.
2. Make full application of independent brake.

Before Leaving a Diesel Locomotive Where Shop Staff is not Available:

A. Engines Running

1. Make full application of independent brake.
2. Remove reverse handle with throttle in idle and selector lever in "Off" position, open generator field switch.
3. Apply hand brake; block wheels if necessary.
4. Check that steam generating system is operating as required; check water supply.
5. Complete report 771.
6. Turn off lights, close doors and windows.

B. Engines Not Running

1. Open all circuit breakers and switches.
2. Release air brakes and apply hand brakes; block wheels if required.
3. Complete report 771.
4. Close doors and windows.

Article 14

Tied Up Between Terminals

14.1 Engineers, other than those in wreck, work, construction, snow plow and flanger service, may be tied up at any point between the initial terminal and the point for which called and the tie-up point shall be recognized as the final terminal. Engineers so tied up shall be paid actual miles or hours to the tie-up point but not less than a minimum day of one hundred (100) miles, and from time tied up until again resuming duty will be compensated hour for hour on the basis of one-eighth (1/8th) of the daily rate per class of service and engine involved, for the first eight (8) hours in each twenty-four (24) hours so held. When resuming duty a new day will commence. In the application of this rule to engineers ordered for a turn-around trip, the turning point or any intermediate point will be considered as being between terminal points. In the application of this rule it is not the intention that the engineer will be left without an engine.

14.2 Engineers on wreck, snow plow and flanger trains, after being on duty twelve (12) hours, may be tied up for not more than eight (8) hours at any point between the initial terminal and the point for which called (the tie-up point to be recognized as the final terminal). Engineers so tied up shall be paid actual miles or hours to the tie-up point. When resuming duty a new day will commence. In the application of this rule engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

14.3 Engineers in work or construction service may be tied up away from recognized terminal points and the point where the crew ties up at the completion of day's work will be considered as the terminal point.

14.4 Engineers will not be tied up under this Article except when it is possible for them to be relieved of all responsibility relating to the locomotive, and sleeping accommodation is furnished by the Railway, consideration also to be given to the availability of eating facilities at the point tied up.

Article 15

Held for Investigation

15.1 Engineers who, during their off duty time, are required to attend Company investigations or who are held off work by the Company for such investigations or who are held off work on Company business on order of the proper officer, will be paid as follows:

(a) Engineers shall be paid actual time lost. When no time lost, will be paid hour for hour at a rate per hour of one-eighth the daily guarantee at the rate of service last performed with a minimum of four hours.

(b) Engineers in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from the time required to report or to deadhead) at a rate per hour of one-eighth (1/8th) of the daily guarantee for passenger service and if they lose their turn, pay will be allowed for a full day of eight hours. Men who lose their turn will take their standing on the board as from the time they are released.

15.2 Actual reasonable expenses will be allowed when away from home terminal.

15.3 In the application of this Article no allowance will be made for deadheading under Article 12.

Article 16

Called and Cancelled

16.1 Engineers called for service and afterwards cancelled will be paid a minimum of eight (8) hours, or one hundred (100) miles at a rate per hour of one-eighth (1/8th) of the daily rate applicable to the locomotive and class of service called for.

16.2 Engineers in unassigned service who are allowed one hundred (100) miles or over will be dropped to the bottom of the list.

16.3 This Article shall not apply to engineers who after reporting for duty, are held on duty and used in service other than that for which called originally.

Article 17

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Article 18

Held away from Home Terminal

18.1 Payment

Locomotive Engineers in assigned and unassigned service held at other than their home terminal longer than 8 hours without being called for duty will be paid on the minute basis at 1/8 of the daily rate per hour of the class of service last performed for all time held in excess of 8 hours except that in cases of wrecks, snow blockades or washouts on their assigned territory engineers held longer than 8 hours will be paid for the first eight hours or portion thereof in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

18.2 Rest Booked

When engineers book rest of their own accord, time in excess of six hours so booked will not be included in computing time held away from home terminal.

18.3 Separate Payment

Payments accruing under this article shall be paid separate and apart from pay for the subsequent service or deadheading.

18.4 Home Terminal Designated

For the purpose of applying this article, the railway will designate a home terminal for each assignment.

18.5 Minimize Layover

When assignments are established, representatives of the Company and the Local or General Chairperson will co-operate to minimize layover at the away from home terminal.

18.6 Conductor Only Held Away from Home Terminal

Engineers on conductor only crews held away from their home terminal without being called for duty will be paid time and one-half after 14 hours except in the case of wrecks, or washouts on their assigned territory.

Article 19

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Article 20

Picking Up and Setting Out Diesel Units Enroute

20.1 Locomotive engineers who are required to set out or pick up a diesel unit (or units) involving their locomotive consist and who, while performing this service are required to make or break connections (electrical and/or air hose connections other than brake or signal hose) between units will be paid as per Article 99.8

20.2 The term "unit (or units)", refers to a unit which is coupled in the locomotive consist and is in charge of the locomotive engineer making a claim under this Article.

20.3 This allowance shall be paid but once at each point enroute where such service is performed regardless of the time occupied or of the number of units set out or picked up at such point.

Note: In the application of this Article, a locomotive engineer who is required 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.

Article 21

Attending Court

21.1 Engineers attending Court or Coroner's Inquest on legal cases in which the Railway is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation and paid as follows:

(a) Engineers 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 eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for passenger service with a minimum of four hours if required during a lay-off period of less than 16 hours or more, pay for a full day of eight hours will be allowed.

(b) Engineers in unassigned service or on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty-four (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for passenger service with a minimum of four hours if they do not lose their turn, but if they lose their turn pay will be allowed for a full day of eight hours. Men who lose their turn will take their standing on the board as from the time they are released.

21.2 Actual reasonable expenses will be allowed when away from home terminal.

21.3 Court witness fees and mileage will be assigned to the Railway.

21.4 In the application of this Article no allowance will be made for deadheading under Article 12.

Article 22

Jury Duty

22.1 An employee who is summoned/subpoenaed for jury duty or court attendance (not as a plaintiff, defendant or voluntary witness) and is required to lose time from his/her scheduled assignment shall be paid for actual straight time lost with a maximum of one basic day's pay at straight time rate of his/her assigned position (for running trades, actual mileage lost or a basic day, whichever is applicable), for each day lost. Any amounts paid by the court for attendance, excluding meal, lodging and transportation costs, shall be remitted to the company. To qualify for such payments the employee must furnish the company with a statement from the court requiring attendance, jury/witness allowances paid, and the days which attendance was required. An employee who has been allotted his/her vacation dates may reschedule such vacation because he/she is called for jury duty.

Article 23

Time Returns

23.1 Engineer on completion of trip will complete time return for the engine crew and submit same to the proper officer of the Railway.

Wage tickets must be submitted as soon as possible following completion of each tour of duty. Wage tickets not entered in computer system within ten days must be presented to the Manager Train Service for payment.

23.2 Where there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed and the engineer will be promptly advised regarding the portion which is not allowed, together with the reason why not allowed. In cases where all time or mileage claimed on any time return is disallowed, such time return will be promptly returned to the engineer through the proper officer of the Railway.

23.3 In preparing trip tickets, the date will be governed by the time for which the train is ordered to leave and not the reporting time.

23.4 When engineers on regular runs change off during a day's work, the names of both men shall appear on the time return submitted, and the earnings will be computed on the same basis as though one man has performed the day's work; the earnings for the day will be apportioned between the two men on the basis of service rendered, as may be agreed upon, otherwise the apportionment will be made on the basis of time actually on duty.

23.5 Engineers prevented from completing a trip or day's work due to illness will be paid for actual time on duty or mileage made, whichever is greater, up to the time relieved from duty.

23.6 Engineers prevented from completing a day's work due to injury sustained on duty shall be paid for loss of wages for the tour of duty and the return tour of duty, if applicable.

Article 24

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Article 25

Calling

25.1 Employees will be called as far as practicable two hours in advance of the time required to report for duty, except in cases of emergency. Where telephone service is available employees will be called by telephone. Other means may also be used when employees are accommodated in facilities provided by the Company.

In the application of this rule, if employees in assigned service desire to be called on a regular basis, they will so request in writing.

25.2 Calling Procedure

(a) North Bay - Englehart - Cochrane

- 1) Engineers assigned to the train called for
- 2) Engineers spareboard in the applicable terminal first-in, first out.
- 3) Call Senior Road Engineer booked okay for extra shift. (MOA-1) (This step is applicable only if call is for Road Service)
- 4) Call Senior Yard Engineer booked okay for extra work on days off. (Article 3.5)
- 5) Call Engineer's not working as such (ESB's) holding a U.T.U. assignment other than spareboard in seniority order. Junior available ESB will be held unless Steps 6 or 7 result in another Engineer accepting the call.
- 6) Call Engineer's not working as such (ESB's) on the U.T.U. Spareboard in seniority order until the ESB standing first on the board is called. The ESB standing first out must respond regardless of seniority.
- 7) Call Engineer's holding a regular position, home stationed at the terminal where the shortage exists in seniority order. (seniority list includes Engineer's off for miles, and overtime rates apply if the call is for Yard Service).

NOTE: When unable to fill a Second Engineer's vacancy on Passenger in accordance with the above, and a Brakeperson is utilized, an Engineer from the away from home terminal will be called in accordance with the calling procedures to replace the Brakeperson for the return movement. The call for such Engineer will be made at a time that will ensure the release of the Brakeperson on their arrival at the away from home terminal. (i.e the night before or Friday night.)

E.S.B's not available for service as Engineer's, will not be called as Engineer's until the person who worked, is again available to be called, except in case of shortage of men.

If the company elects to call outside the terminal, it will be done in accordance with Article 25.3

(b) Hearst

- 1) Engineer assigned to the train called for.
- 2) Call Senior Engineer desiring extra work in accordance with Article 52.3 (The Engineer used must be working out of the terminal at the time of call)

- 3) Call Senior Engineer in Yard or Switcher service in accordance with LOU-31
- 4) Call Engineer's not working as such (E.S.B's) in Hearst. The junior available individual will be obligated to protect.
- 5) Call Engineer's Spareboard in Cochrane, first-in, first-out.
- 6) Call Engineer's not working as such (E.S.B's) holding a UTU assignment other than spareboard, in Cochrane, in seniority order
- 7) Call Engineer's not working as such (E.S.B's) on the U.T.U. Spareboard on a first in, first out basis.
- 8) Call seniority list in Hearst.
- 9) Call Seniority list in Cochrane.

General

If the status of an Engineer changes subsequent to call time (Displaced) they shall be entitled to the tour of duty as called, unless the Engineer they were called to replace becomes available prior to a 2- hour call. An Engineer canceled in accordance with this paragraph shall be entitled to the provisions of Article 16 and the provisions of Article 12 when applicable.

If the company elects to call outside the terminal, it will be done in accordance with Article 25.3

25.3 Closest Terminal, (If Required)

Deadhead payment applies if less than two tours of duty individuals are not obligated to respond.

- 1) Call Engineer's available on the Engineer's Spareboard, first-in, first-out.
- 2) Call Engineer's not working as such, (E.S.B's) holding a U.T.U assignment other than spareboard in seniority order.
- 3) Call Engineer's not working as such (E.S.B's) on the U.T.U. Spareboard on a first in, first out basis
- 4) Call Regular Engineer's and E.S.B's in seniority order including Engineer's off for miles. Engineers who accept calls at this stage will not be required to include the mileage in their booking period.

25.4 Runaround

A locomotive engineer who is not called in accordance with Article 25.2 or 25.3 is runaround and will be paid actual time lost for each tour of duty missed and he/she may be placed at the bottom of the list ahead of the Engineer who was called in his/her stead. Where a claim is made under this Article, the senior available individual will be compensated, except where such call was made on a first-in. first-out basis, where the individual affected will be compensated.

A locomotive engineer in unassigned service who has come on duty in his/her turn will remain with the train called for and will not be entitled to compensation under this Article if another locomotive engineer who comes on duty later gets out of the terminal first.

25.5 Missing Calls

(a) When a spare engineer cannot be located when required, his/her name shall be removed from the list, and (except in case of emergency) he/she will not be booked on again until the person who goes out in his/her place has returned to the initial point, provided however, that in no case will time held off duty exceed five (5) days.

(b) The spare engineer who could not be located will then be listed on the board next below the engineer accepting the call. If however, the engineer who could not be located is used in emergency, he/she will take his/her place on the list at the completion of the emergency service.

25.6 Called simultaneously

In cases where spare individuals are called simultaneously, the following procedure will govern:

- (1) First person out - Deadheading
- (2) Second person out - Mainline
- (3) Third person out - Yard

25.7 Calling Auxiliaries

One Engineer Will Be Called When:

- (a) The auxiliary is called to operate in the vicinity of a terminal or to proceed to a location where relief can be practicably supplied if required.
- (b) An auxiliary is called for movement to a terminal where another engineer (or engineers) on another subdivision will take over.
- (c) It is known that the work is for a short duration and relief will not be required for the engineer.

Two Engineers Will Be Called When:

- (a) The auxiliary equipment is required to work more than eighteen (18) hours per day to clear the main track or to clean up a wreck at any location.
- (b) The auxiliary equipment is required to operate in an area where relief cannot be practicably supplied, such as west of Kapuskasing or the Kapuskasing Subdivision or north of Fraserdale on the Island Falls Subdivision.

Article 26

Holding Tickets

Locomotive Engineers who elect to hold tickets may do so under the following conditions:

- (a) All tickets must be entered into the wage claim system within 10 days after the shift or tour of duty has been worked.
- (b) Employees wishing to hold tickets must indicate this on the ticket being submitted.
- (c) Employees will be responsible for releasing held tickets before year-end and in time to be included in the final payroll in that current year.

Employees claiming incumbency will not be permitted to hold tickets during the applicable pay period.

Article 27

Cancellation of Regular Assignment

27.1 Engineers in regularly assigned road service will be given as much advance notice as possible when assignments are cancelled. Engineers will be paid for each day lost the average mileage lost for such trip(s). The provisions of this Article apply only at the home terminal of an assignment and do not apply where an engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

27.2 Locomotive Engineers in regularly assigned yard service will be notified not later than the completion of their shift if their following shift is to be cancelled, unless such cancellation is due to weather or other conditions over which the Railway has no control, in which event the Local Chairman will be furnished with particulars at the time of cancellation. Shortage of power or men is not considered a condition over which the Company has no control.

27.3 Service Design changes

Where there are significant changes to the service design plan, that require scheduling changes, the Local Chairperson will be advised in writing of the need for such changes prior to implementation.

Article 28

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Article 29

Running Men Off Their Subdivision

29.1 Locomotive Engineers will not be required to run off their own subdivisions except in cases of shortage of men. In no case will men be required to run more than one round trip off their own subdivision. Shortage of men will not be considered to exist where there are men available that could be moved to the point required.

Article 30

Booking Rest on Road

30.1 General

Locomotive engineers who have been on duty 10 hours or more will have the right to book rest enroute. If they so desire, in accordance with the provisions of this Article, locomotive engineers are to be the judges of their own condition. Enroute may also include the initial or final terminal.

30.1(a) Locomotive engineers in straight away service shall also have the right to book rest after the combined time of two (2) tours of duty reaches seventeen (17) hours. Time to be calculated from time on duty as a crew of the first tour.

30.2 Notice

(a) Not less than 3 hours notification of the desire to book rest will be given to the Rail Traffic Controller. 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 Rail Traffic Controller orders the discontinuance of all work enroute, the train may, at the locomotive engineer's 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 enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other Rail Traffic Controllers, etc.

30.3 Rest Period

(a) Locomotive engineers 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 or more members of the train or engine crew books rest enroute, the locomotive engineer will, if he/she requires rest, take rest at the same time. If rest is not required at that time, the locomotive engineer will complete the tour of duty.

(c) 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.

(d) Except as provided by Article 30.5(b), when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.

(e) All time off duty for rest shall be deducted in computing time for the continuous trip.

30.4 Arrangements

(a) When rest is booked enroute, locomotive engineers may

(i) be replaced and deadheaded immediately to their home terminal where they will be relieved of duty.

Or

Where this is not possible, due to unsafe road conditions or when relief cannot be provided after all calling procedures have been exhausted

(ii) be relieved of duty and provided with accommodations either in a company facility or an available hotel or motel

Note:

In the application of Clause (a) above, locomotive engineers will be paid for service performed or the average earnings of the assignment, whichever is greater, in addition to the average earnings of the return trip.

Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., locomotive engineers will be relieved of duty by the time rest booked is due to commence.

Locomotive engineers taking rest enroute 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 locomotive engineers relieved of duty by the time rest booked is due to commence

Locomotive engineers 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

30.5 Accommodations Enroute

(a) When accommodations are to be provided enroute, the Rail Traffic Controller may instruct locomotive engineers to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, locomotive engineers will not be considered as tied up between terminals and Article 14 shall not apply.

(b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the locomotive engineer 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 Clause (b), this results in locomotive engineer 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 Clause (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

30.6 Conditions

(a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where

locomotive engineers 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 Locomotive engineer for transportation to an eating facility at the location. Claims for authorized transportation expenses must be submitted on Form 1320 accompanied by receipts.

(b) When accommodations are provided enroute, locomotive engineer will be provided meals at company expense. Where this is not possible locomotive engineer will be provided an allowance of \$35 per day

30.7 Resuming Duty

a) When accommodations are provided enroute and the train does not proceed, locomotive engineer will resume duty when the rest period has expired and will handle the train to the objective terminal.

(b) When accommodations are provided enroute and the train proceeds without them, Locomotive engineer will resume duty when the rest period has expired and will be deadheaded as soon as possible to the home terminal.

30.8 Questions and Answers

Q. What is meant by Article 30.1 (b), which states "Enroute may also include the initial or final terminal."

A. The provisions of Article 30 apply during the entire tour of duty from the time the locomotive engineer comes on duty at the initial terminal until he or she registers off duty at the completion of the tour of duty.

Q. Why is three hours notification of the desire to book rest required?

A. It is incumbent upon the Company to ensure the locomotive engineer who gives proper notification of the desire to book rest are relieved of duty and are deadheading by the time rest is due to commence.

Q. When would a crew be accommodated enroute?

A. Only when the highway is deemed unsafe for travelling or when no crew is available after all the calling procedures have been exhausted.

Q. How long could a crew be tied up enroute?

A. A crew would be tied up until relief arrived. If the highway remained unsafe or a relief crew could not be located by the time rest is to expire, the crew would resume duty and be required to take the train to the objective terminal.

Article 31

Rest Booked at Terminals

31.1 Home Terminal

Locomotive engineers will have the right, upon going off duty, to take between 1 and 24 hours rest at the home terminal. Spare or pool engineers who book more than 16 hours rest at their home terminal will have their names placed at the bottom of their respective working lists after the period of rest has expired.

31.2 Away From Home Terminal

Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal. Engineers in assigned service will follow their assignment out of away-from-home terminal provided they have had six hours off duty for rest, if desired.

31.3 Even Hours

Rest must be booked in even hours and once booked cannot be changed or cancelled. Rest taken will be exclusive of call time.

Note: A locomotive engineer regularly assigned to work train service who books not more than 8 hours rest at a home terminal and not more than 6 hours rest at other terminals and the time of reporting for duty for the next tour of duty on his/her assignment is prior to the expiration of period off duty for rest, thereby causing him to lose a tour of duty on his/her assignment, shall be paid a basic day at the minimum rate applicable to the assignment less any amount earned or payment received under other agreement provisions, for each tour of duty lost on his/her assignment provided, that the locomotive engineer filling the vacancy was required to report for duty within 8 or 6 hours, as the case may be, from the time the regularly assigned locomotive engineer booked off duty for rest.

31.4 Loss of Trip – Passenger Service

If a regularly assigned locomotive engineer books 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 the locomotive engineer filling such trip was required to report for duty within 10 hours from the time the regularly assigned locomotive engineer booked rest.

31.5 Loss of Trip – Freight Service

Employees booking 8 hours rest or less from their own turns resulting in a lost trip will be paid for such trip(s).

Article 32

32.1 Expenses Away From Home

(a) Locomotive engineers who protect service away from home in accordance with Articles 42 will be allowed \$20.00 per day for meals where cooking facilities are available and \$35.00 per day where cooking facilities are not available. The allowance will be paid for each calendar day such locomotive engineer works or is available for work at or out of the away from home location provided such point is not his/her normal place of residence.

Note: Locomotive engineers who are forced to a temporary vacancy west of Cochrane will be entitled to this allowance on the travel days and days off of the vacancy.

Note: In the application of this paragraph, the payment of the daily allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists.

(b) Locomotive engineers who protect service away from home in accordance with Articles 42 will be supplied accommodation provided that such assignments are not located at his/her normal place of residence.

Article 33

Resthouse Facilities

33.1 Sleeping Quarters

The Company shall furnish resthouses at locations regularly used as away-from-home terminals by Engineers which will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets, and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exists and alarm systems. Single occupancy bedrooms equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting and opaque window blinds will be provided. Beds will be of standard, single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove, microwave, and oven facilities, utensils, dishes, soap, towels and exhaust fan. Personnel other than Engineers will maintain resthouses in a clean and sanitary manner. Resthouses will be air conditioned and provided with cable TV where available and/or a satellite dish.

- (i) Where individuals are accommodated in quarters provided by the Company such quarters shall be comfortable and sanitary. Such accommodation shall be for the use of Trainpersons and Locomotive Engineers.
- (ii) Where individuals 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.

33.2 Locker space

Locker space shall be furnished at the home terminal and at the away-from-home terminal for individuals in pool operations and/or through operations.

33.3 Grievance Committee

The provisions of Article 59 shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions respecting vans or bunk house accommodation, nor to complaints or grievance concerning the condition of such facilities. Such complaints or grievances may be referred to a

committee composed of two officers of the company, and two union representatives. The committee shall examine the complaints or grievances referred to it and, where necessary, ensure suitable corrective action is taken.

Article 34

Investigation and Discipline

34.1 When an investigation is to be held, the engineer whose presence is desired will be properly advised as to the time, place and subject matter, which will be confined to the particular matter under investigation.

34.2 An engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his/her responsibility established.

34.3 An engineer who has been on duty in excess of eight hours will not be required to attend hearing without having sufficient time off duty for rest.

34.4 A hearing shall be held and the locomotive engineer advised in writing of the decision within 28 calendar days from the date of the locomotive engineer's statement unless as otherwise mutually agreed.

NOTE: Employee's file will be cleared of any record of discipline placed on his/her file after five (5) years. Any discipline not deducted from an employee's record in accordance with Company policy 6-S-1 will not be removed from employee's record notwithstanding this Article. This is not to interfere with current practice of clearing twenty (20) demerits from employee's file following one (1) year of discipline-free service.

34.5 At the hearing the engineer may have an accredited representative of the Brotherhood of Locomotive Engineers appear with him who will be accorded the privilege of requesting the presiding officer to ask, for the record, questions which have a bearing on the responsibility of the engineer. The engineer will be given a clear copy of his/her statement.

34.6 An engineer and his/her accredited representative shall have the right to be present during the examination of any witness whose evidence may have a bearing on the engineer's responsibility to offer rebuttal through the presiding officer by accredited representative. The General Chairman to be given a copy of statements of such witnesses on request.

34.7 An engineer will not be held off unnecessarily in connection with an investigation, lay-over time to be used as far as practicable.

34.8 Engineers instructed to report for investigation and no responsibility is attached will be compensated for such service in accordance with the provisions of Article 21.

34.9 An appeal may be made in accordance with the Grievance Procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, an engineer losing time shall be paid for time lost 100 miles for each consecutive 24 hours at minimum through freight rate, less any amount earned in other employment.

34.10 Complaints made against engineers that might result in an investigation must be in writing and the engineer concerned furnished with a copy; verbal complaints will not be entertained.

34.11 A locomotive engineer who is instructed to report for investigation at a location other than his/her home terminal and to whom 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 guarantee for passenger service.

34.12 When a discipline assessment will be only a reprimand, warning or caution, or the like, a "hearing" or "investigation" is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This provision will not operate to extend the one year period for the clearing of previous demerit marks.

34.13 An employee may be held out of service with pay pending the complete investigation and notice provided to the local Chairperson.

Article 35

Transportation of Household Effects

35.1 Engineers moving from one terminal or home station to another in the exercise of seniority rights will, when necessary, receive free transportation for themselves, dependent members of their families and household effects, in accordance with the Railway's regulations.

Article 36

Leave of Absence

36.1 For Elective Brotherhood Positions

Employees elected to Grand Division Office or as General Chairman, or as a delegate to any Brotherhood activity requiring leave of absence, shall be granted such leave for the term of the office, or until completing the activity, as the case may be, for which leave of absence was granted. Application for, or renewal of such leave must be made by the Brotherhood to the appropriate Railway officer. Pass transportation will be granted in accordance with Railway policy.

36.2 For Appointive Brotherhood Positions

Leave of absence to appointive Brotherhood positions such as Special Representative and Organizer, may be granted at management's discretion, for a period not in excess of one year, in accordance with Railway policy.

36.3 For Other Reasons

Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at management's discretion in accordance with Railway policy. Authorization for a leave of absence will not be withheld unreasonably.

36.4 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 Railway in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

36.5 Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Railway. 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/her leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit his/her seniority.

36.6 Employees on authorized leave of absence shall retain and accumulate seniority rights.

36.7

(a) Employees returning to duty from leave of absence must report their availability for duty at least two hours in advance of the time of resuming their regular assignment. Employees who signify at the time leave of absence is granted that they will resume duty as of a given time and date, will be considered as having complied with this paragraph.

(b) The minimum period for which a spare engineer can book off for sickness, or leave of absence, is twelve (12) hours.

36.8 The terms, conditions and benefits provided for in Article 53, "Adverse Effects of Changes in Working Conditions", or similar agreements will not apply to those employees, who were occupying an "excepted" position as company officers 6 months prior to the date of such notice of change.

36.9 The name of an employee who is promoted from a position covered by this collective agreement to a non-scheduled or official position with the company on/or after the signing of the Memorandum of Agreement shall be continued on the proper seniority list and they shall continue to accumulate seniority in the group from which promoted provided they pay union dues. Such employee, when released from non-scheduled or official position, may, within 30 days of such release, exercise his/her seniority to any position in his/her seniority group which he/she is qualified to fill and failing to do so, will forfeit his/her seniority, in which event his/her name will be removed from the seniority list. If such employee elects not to pay full union dues, his/her name will be removed from the seniority list immediately.

36.10 Incarceration

Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six (6) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

Article 37

Service Letters

37.1 When an employee is discharged or resigns, he/she will, within five days, be paid and as soon as possible be given a certificate stating term of service and in what capacity he/she was employed.

Article 38

Seniority Lists

38.1 Seniority lists showing the seniority number, name, date entered service and date as engineer, of all engineers will be posted on all bulletin boards not later than April 1st of each year. A copy of such lists will be furnished to the Local Chairperson. Such lists will be subject to appeal for 60 days from the date seniority lists are posted and if proof of error is presented by an employee or his/her representative such error will be corrected and when so corrected, the agreed upon seniority date will be final. No change will be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists. No change shall be made in the existing seniority status of an employee unless concurred in by the General Chairperson. The 60 day limitation will, in the case of engineers absent or on leave, apply from the date of resuming duty.

38.2 Laid Off Employees

Employees hired after April 1, 1996 and who are subsequently laid off for a consecutive period of twenty-four (24) months will be removed from the seniority list.

Article 39

Promotion Rules and Establishment of Seniority for Engine Service Brakepersons

A. Initial Observation and Demonstration Tours of duty

1. An employee in training may be required to undergo initial observation and demonstration tours of duty under the direction and guidance of an engine service supervisor who has an engine service background.
2. When during the course of such tours the supervisor or employee in training assumes control of the locomotive and/or train it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined to the observance of operating rules, timetable special instructions and related regulations.

B. Subsequent Tours of Duty

1. When the employee in training is in possession of a temporary operating certificate issued by the appropriate officer of the Company he/she may be required to perform additional tours of duty to gain further experience.
2. During such tours the employee in training will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer.
3. During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his/her skill and competence. A training procedure outline will be prescribed by the Company for use by the locomotive engineer.
4. The locomotive engineer will be required to complete progress reports on the employee in training as may be directed by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

C. A locomotive engineer who, during a tour of duty, is required to assist in the training as outlined in the foregoing sections A and B shall be paid in accordance with Article 99.7 in addition to his/her other earnings for such tour of duty:

The trainer allowance will only be payable to one locomotive engineer per tour of duty.

D. Final Qualification - Tours of Duty

1. When an employee in training is required to demonstrate his/her final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who has an engine service background.

2. During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he/she has acquired.

E. Employees who have successfully completed the Company's training program in keeping with Company requirements and regulations and who are designated as engine service brakemen.

1. A trainman, after being qualified to work as a locomotive engineer, shall be known as an engine service brakeman designated by the letters ESB which will be shown opposite his/her name on the seniority lists where his/her name appears. he/she shall have the right to work as a trainman in accordance with his/her seniority when not required to work as an engineer.

2. After completion of training and certified as qualified to work as an engineer, candidates shall be placed on the Engineers' seniority list in the same order as they appear on the Trainperson's seniority list with a date the same as that of the closing date of the bulletin requesting applications.

Effective Aug. 4, 2005, in the event there are insufficient number of applicants in accordance with the above, Conductors who must qualify as Locomotive Engineers shall be placed on the Locomotive Engineer's seniority list in the same order as they appear on the Conductors seniority list, with a Locomotive Engineers seniority date the same as their Conductors seniority date, regardless of when qualifying as Locomotive Engineer.

Conductors who have passed up or failed a previous training opportunity and subsequently apply will be given a seniority date the same as that of the closing date of the bulletin requesting applications for trainees and will be placed at the bottom of the Locomotive Engineer's seniority list, including below the junior selected Student Locomotive Engineer, if any.

3. An engineer designated as an engine service brakeman shall not have the right to work as a fireman under the provisions of Articles 43.1 and 43.2 of the collective agreements governing the services of locomotive engineers and firemen (helpers).

4. Except as otherwise provided the terms of the collective agreement as they apply to Locomotive Engineers will apply to Engine Service Brakemen while they are working as engineers.

5. Engine service brakemen shall be required to work as engineers when required on both a regular and single trip basis. An engine service brakeman who does not respond to a call for such service will not be allowed to work until the man who went out in his/her place returns to the terminal.

6. When an engine service brakeman who is not working as a locomotive engineer rides the locomotive in the performance of his/her duties, such employee will firstly perform the duties required of him as a member of the train crew and will secondly assist the locomotive engineer in engine service duties as required.

7. It is expected that locomotive engineers will, at their discretion, permit engine service brakemen to operate the locomotive and/or train during the tour of duty to maintain and further improve their level of skill and competence.

F. When an employee in training or a qualified engine service brakeman assumes control of the locomotive and/or train as outlined in Sections B(2), D(2) and E(7), the locomotive engineer will have his/her responsibilities relaxed to the extent that he/she will not be held responsible for rough handling or damaged drawbars; he/she will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

Article 40

Temporary Vacancies

40.1 Temporary Vacancies

- (a) Vacancies that are open or known to be open for five days, will be posted for 24 hours and will be filled by the successful applicant. In cases of sickness the initial vacancy will not be bulletined until five days have passed but subsequent vacancies resulting therefrom will be bulletined immediately.
- (b) When an engineer has been off duty account of sickness, leave of absence, mileage or vacation he/she may, provided his/her seniority entitles him to do so, claim a vacancy which had been bulletined during his/her absence. Such claim must be made at the time he/she declared himself okay for duty or prior to the time he/she is to be placed on the working list as the case may be.
- (c) When an engineer moves from one vacancy to another under this Article he/she will forfeit his/her temporary right to the vacancy he/she is leaving and it will then be treated in the same manner as an original vacancy.
- (d) Seniority permitting, an engineer who has completed a temporary vacancy will be allowed to declare for any vacancy he/she did not bid because he/she preferred to remain on such temporary position.
- (e) Seniority permitting, an engineer who has been displaced from a temporary position will have twenty four hours in which to declare themselves unless immediately booking sick or leave of absence, in which case they will declare in accordance with Article 40.1 (d).
- (f) When an engineer who is the successful applicant for any class of service by bulletin and in the meantime is displaced or bumped before going on same, he/she may exercise his/her seniority.
- (g) No engineer shall be allowed to bid in any position while on sick leave, leave of absence, mileage or vacation.

Article 41

Permanent Jobs

41.1 Spring and Fall Change of Bill

All runs and assignments will be advertised in a Spring and Fall change. All runs and assignments will be bulletined for a period of 10 days prior to effective date of change. All runs and assignments to be specified. Any engineer failing to bid in sufficient number of positions to protect their seniority will be placed on the respective spareboard with no alternative.

41.2 Days for Bulletins

Permanent vacancies and new runs created will be bulletined on Tuesday, closing on the following Friday, or bulletined on Friday, closing on the following Tuesday. Should the bulletining date fall on a general holiday, the bulletins shall be posted on a date mutually agreed to between the Chief Transportation Officer and Local Chairperson and given to the senior qualified person applying.

41.3 Absent during Bulletin

Engineers who are absent during the entire life of bulletin will be permitted to make their choice upon booking on.

41.4 Displaced Engineers

- (a) When a man is added to or cut off regular or spareboard, he/she will be notified immediately.
- (b) Engineers who are displaced or cut off will have twenty four hours in which to declare themselves unless immediately booking sick or leave of absence, in which case they will declare in accordance with Article 40.1 (c).
- (c) Engineers who are displaced from a permanent position will be allowed to displace the junior person in any class of service at the terminal of their choice on both permanent and temporary basis.
- (d) When an engineer who is the successful applicant for any class of service by bulletin and in the meantime is displaced or bumped before going on same, he/she may exercise his/her seniority.
- (e) No engineer shall be allowed to bid in any position while on sick leave, leave of absence, mileage or vacation.

Article 42

Protecting Service Permanent or Temporary

42.1 No Applications Received

- (a) In case of no applications for vacancies as engineers, the junior man on engineers' spareboard, will be required to fill the vacancy. If necessary, the spareboard will be adjusted before the move is made.
- (b) Yard assignments at North Bay, Englehart and Cochrane will be manned from the spareboard, if no applications are received.
- (c) Temporary vacancies in Cochrane, Englehart and North Bay with the exception of Freight vacancies in North Bay, will be manned from the spareboard, if no applications are received. Freight vacancies in North Bay will be governed by Article 42.1 (a).
- (d) When no applications are received for a position in Hearst, the junior engineer not working as such at Hearst will be forced to fill such position. In the event that there are no engineers not working as such at Hearst, the junior engineer not working as such in the system will be required to protect.
- (e) When no applications are received for a position in Work Train Service, the junior engineer on the Work Train affected will be forced to fill such position. In the event that there are no engineers not working as such on the assignment, the junior engineer not working as such in the system will be required to protect. Engineers not working as such forced to a position may declare for any engineer's position, permanent or temporary that their seniority entitles, prior to being forced in accordance with the above.
- (f) Engineers, not working as such, forced to a position may declare for any engineer's position, permanent or temporary that their seniority entitles, prior to being forced in accordance with the above. The junior engineer not working as such remaining, shall be required to protect the unfilled vacancy.

42.2 ESB's Not Available

- (a) If the application of Article 42.1 fails to fill the vacant position, the junior engineer on the spareboard from the closest home station will be required to fill the vacancy, until engineers not working as such become available.

42.3 Shortage of Engineers on Spareboard

Should a shortage of engineers exist at North Bay, Englehart, or Cochrane the Railway reserves the right to transfer, temporarily, a sufficient number of engineers to protect the service. Men so transferred will be permitted to return to their home stations as soon as it can be shown that there is a sufficient number of men in the respective classifications at the away from home point to protect the service. When engineers are required to leave home station, the junior engineer not working as such will be required to go.

Engineers transferred in accordance with this Article may declare for any vacancy, permanent or temporary at the time of the transfer.

Engineers protecting service in accordance with the above will be released from the vacancy, providing they have notified the Crew Management Center of their desire when a junior engineer not working as such becomes available

42.4 Shortage of Engineers on a per trip basis

(a) In the event a locomotive engineer is not available for the second engineers position in passenger service at North Bay or Englehart, the train will operate with an employee holding a valid rules certificate as a second person in the locomotive cab.

On arrival at North Bay, Englehart or Cochrane, a qualified engineer will be called (if available) to replace that employee acting as the second person in the locomotive cab for the return trip.

(b) In the event a Transportation officer operates a locomotive in freight service between North Bay and Englehart, account no engineers being available at North Bay, an engineer assigned to the Englehart terminal would be called if available for the return trip between Englehart and North Bay.

Article 43

Home Station Rules

43.1 Home Stations

For the purpose of this agreement, North Bay, Englehart, Cochrane and Hearst will be considered home stations. Trains originating at terminals except Roustabout, Road Switcher and Work train service, will be crewed by individuals from the Home Station from which spare relief is provided.

43.2 Cochrane Jurisdiction

All lines north and west of Cochrane will be considered as coming within the jurisdiction of Cochrane home station for spare relief purposes, if there are no classed engineers available at the home station where relief is required.

43.3 Englehart Jurisdiction

All lines north of Englehart and south of Cochrane will be considered as coming within the jurisdiction of Englehart home station for spare relief purposes.

43.4 North Bay Jurisdiction

All lines north of North Bay and south of Englehart will be considered as coming within the jurisdiction of North Bay home station for spare relief purposes.

Article 44

Mileage Regulations

44.1 A sufficient number of locomotive engineers will be assigned to keep the mileage or equivalent thereof within the following limitations, wherever it is practicable to do so.

- (a) Assigned passenger service - 4,000 to 4,800 miles per month
- (b) Assigned work train or construction service - 3,200 to 4,000 miles per month.
- (c) Assigned freight, mixed service - 3,800 miles per month; pool service - 3,800 miles per month.
- (d) Assigned yard or transfer service - a maximum of the equivalent of 3,800 miles per month.
- (e) Spareboard - 3,800 miles per month. The following maximums shall apply:
 - North Bay – 2 or 1 if a scheduled yard assignment is occupied
 - Cochrane – 1 or 0 if a scheduled yard assignment is occupied
 - Englehart – 2 or 1 if a scheduled yard assignment is occupied

44.2 All miles in excess of the maximum will go to spare engineers, except that excess mileage of assigned runs may be used to build up mileage on assigned runs with mileage less than minimum.

44.3 Engineers used in combination service will be permitted to make the equivalent of 3,800 miles in freight service. In calculating such miles, time paid for at straight or punitive rates will be calculated at 20 miles per hour in passenger service and at 12.5 miles per hour in all other classes of service.

44.4 Mileage made by a locomotive engineer in different occupations and under different collective agreements will be taken to total his/her mileage in a working month.

44.5 No reductions will be made in the number of engineers in the respective classes so long as:

- (a) Engineers in assigned passenger service are earning the equivalent of - 4,000 miles per month.
- (b) Engineers in assigned freight, mixed, or work service are averaging the equivalent of 3,800 miles per month, and locomotive engineers in pool service are averaging the equivalent of - 3,800 miles per month.
- (c) Locomotive engineers assigned to spareboard are averaging the equivalent of - 3,800 miles per month.

44.6 Engineers reduced due to the application of this Article will be returned to service in order of their seniority as such, as soon as it can be shown that:

- (a) Engineers in assigned passenger service can earn the equivalent of - 4,800 miles per month.
- (b) Engineers in assigned freight, mixed, pool, pusher, helper, work or construction service are averaging the equivalent of - 3,800 miles per month.
- (c) Engineers assigned to spareboard are averaging the equivalent of - 3,800 miles per month.

44.7 The General Chairperson of the Teamsters Canada Rail Conference, with the appropriate officer of the Railway, will arrange starting dates for the working months of all engineers at their respective terminals.

44.8 A record of mileage made by engineers (a) in pool service, (b) on the spareboard, and (c) by emergency men, will be furnished on request to the General Chairman of the Brotherhood of Locomotive Engineers, by the appropriate officer of the Railway.

44.9 In adjusting the number of men to be assigned to pool service and to spareboard, engineers will be governed by the average mileage made by engineers in the previous period.

44.10 Spareboards may be adjusted on an ad hoc basis when mutually agreed upon by both parties.

44.11 An automatic spareboard will be worked out of stations, i.e. when a man exercises his/her seniority on a spareboard, the junior man will be cut off, and likewise when a man is promoted from the spareboard another man will be added.

44.12 In regulating the working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage, neither the minimum nor the maximum is guaranteed.

44.13 Engineers will be required upon completion of each trip of day's work to register in ink the total mileage made from the starting date of their respective working months (including excess mileage or days made in the previous checking period).

44.14 If any engineer exceeds his/her maximum miles or days in any working month, such excess will be charged to his/her mileage or days in the following months; this not to apply to engineers in Passenger service or those in any service who are required to exceed their maximum due to shortage of engineers.

44.15 When an engineer fails to book his/her aggregate mileage for the current month or checking period correctly thereby earning mileage in excess of the maximum mileage he/she will be required to carry double the mileage improperly earned to the next checking period where no vacation is allotted.

44.16 Engineers who fail to register their total mileage at end of trip or day's work in the book provided for that purpose will not be called.

44.17 Engineers off for mileage may book on the board at 1200 hours and will automatically be placed on at 2200 hours on the last day of their respective checking periods in the order in which they were taken off.

44.18 In the adjustment of miles as between freight and passenger; freight miles will be increased by 20% when booking passenger miles and passenger miles will be decreased by 20% when booking freight miles. Miles earned as a brakeman will be reduced by 12% when set up or used as an engineer. Employees will be responsible to track their own mileage.

44.19 In the application of this Article, the following earnings will not be charged against an employee's mileage record:

- (a) General holiday pay
- (b) Travel allowance
- (c) Bereavement leave
- (d) Annual vacation
- (e) Allowances for periodic medicals or rules examinations
- (f) Penalty payments under Articles 18 and 19.

44.20 Locomotive Engineers in Freight or Passenger Service who are available for an entire booking period and are unable to obtain their mileage will be permitted to average this booking period with their next booking period.

The Local Chairperson must be notified prior to, and be in agreement with, mileage averaging.

44.21 When the number of engineers is determined in accordance with Article 44.1 the spareboard is not to be adjusted again, except in accordance with Article 44.10. Should either party wish to adjust the board to above or below the required number, it must first be mutually agreed to in accordance with Article 44.10 (revised). The board is not to be adjusted on account of sickness, leave (unless off or known to be off 5 days) or mileage unless mutually agreed to.

Article 45

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Article 46

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Article 47

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Article 48

Supplies for Locomotives

48.1 Locomotive cabs will be made comfortable to every extent possible. Locomotives will be dispatched out of North Bay and Cochrane, with clean windows and floors and the refuse removed. The washroom is to be clean and sanitary. They will also be supplied with fuel, water, sand, drinking water, a working refrigerator, and all the necessary stationary required for the completion of the trip. They must also be scheduled for heavy cleaning on a regular basis. All Freight and Passenger locomotives will be supplied with microwaves.

48.2 Cab Committee

"Cab" committee will include a representative of the Teamsters Canada Rail Conference and the United Transportation Union, as well as a representative from the Rail Services Mechanical and Transportation Departments.

Article 49

Handling Electric or Other Types of Power

49.1 Whenever electric or other power is installed as a substitute for diesel, or is now operated as a part of the system on any of the tracks operated or controlled, the locomotive engineers shall have preference for positions as engineers or motorpersons on locomotives but these rights shall not operate to displace any person at present holding such positions.

49.2 In the operation of motor coaches, not less than two individuals (motorman and conductor) shall be used. Motorpersons (engineers) shall not be required to perform work other than that of a mechanical nature in connection with service to that assigned. Variations to the above may be made, subject to Article 51.1 on branch runs under 50 miles in one direction, where no other trains are being run at the time.

Article 50

New Type of Motive Power

50.1 In the event that any new type of motive power is introduced and the rate provided therefore is not, in the opinion of the General Committee, equitable, such rate shall be subject to negotiation between the General Committee of the Teamsters Canada Rail Conference and the proper officer of the Railway.

Article 51

Payment for Examinations

51.1 Periodic Medical Examinations

An employee required to take a periodic medical examination or colour vision, or hearing test during his/her off-duty hours shall be allowed payment of 3 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.

Whenever practicable, an employee should take his/her periodic medical examination during his/her off duty hours.

In situations where this is not possible, than an employee required to undergo a periodic medical examination on proper authority from the company during on duty hours will be paid pursuant to the provisions of Article 15.

When an employee is required by the company to travel away from his/her home terminal to undergo medical examination, he/she will be allowed actual reasonable expensed whether or not he/she loses time.

51.2 Periodic Rules Examinations

An employee required to take a periodic examination in the Canadian Rail Operating Rules during his/her off-duty hours shall be allowed payment on the following basis:

(a) Payment of a minimum of a basic day or loss of earnings, whichever is greater at the daily rate applicable to the service last performed for periodic rule examinations, safety training.

Note: Where the training location is at other than the employee's home terminal, the company will provide accommodation which may be in hotels, motels, or company facilities. Such accommodation will be in clean, single occupancy rooms and to the extent it is practicable, will include cooking facilities. Employees will be paid an allowance of \$16.00 per day.

(b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he/she fails to pass to the satisfaction of the Rule Examiner.

Article 52

Local Rules

52.1 (a) Pool freight engineers will run first-in, first-out from their respective terminals, handling all unassigned work except yard switching and piloting.

(b) Spare engineers will run first-in, first-out.

Interpretation of Rule 52.1

(a) In the application of this rule, the time of arrival at the outer switch will be used when placing engineers on the working list.

(b) Spare engineers used in yard service will be placed on the working list when they have been released from duty.

(c) It is understood and agreed that operating practices in effect prior to date of adoption of this interpretation will not be altered by placing engineers on the working list at time of arrival at outer switch instead of at time of booking off duty, as in the past.

Example: In the event an engineer, due to mishap or other cause, is required to enter a terminal with part of his/her train and then again leaves terminal to bring in balance of his/her train, it is agreed he/she will not go on the working list until he/she has arrived at the outer switch on the final move made into a terminal in connection with his/her own train.

52.2 All qualified Engineers will be allowed to exercise their seniority in any class of service as Engineer or Second Engineer. For positions at terminals where spare boards are maintained, only qualified Engineers who stand for spare board or better may apply. For positions at outlying points all qualified Engineers may apply.

52.3 At outlying points the senior available engineer home station at that point shall be entitled to any extra work that arises, if they desire same, and has no tour of duty to perform.

Article 53

Adverse Effects of Changes in Working Conditions

53.1 Material Changes in Working Conditions

Prior to the introduction of run-throughs or changes in home stations or of material changes in working conditions which are to be initiated solely by the Railway and would have significantly adverse effects on engineers, the Railway will:

(a) Negotiate with the TCRC measures to minimize any significantly adverse effects of the proposed change on locomotive engineers, but such measures shall not include changes in rates of pay, and

(b) Give at least six months' advance notice to the TCRC of any such proposed change, with a full description thereof along with details as to the anticipated changes in working conditions. While not necessarily limited thereto, in the case of run-throughs, and the case of other changes where applicable, 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

(c) The negotiations referred to in Clause 1 (a) shall commence within 20 days of the date of the notice specified in Clause 1 (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 Board of Review composed of two senior officers from each party.

(d) The Board of review 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.

The request for arbitration shall be made in writing by either party to the other within seven days following the Board's findings. If the parties cannot agree on the selection of an arbitrator within seven days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.

The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within 30 days from date of appointment and shall render his/her decision together with reasons therefore in writing within 30 days of the completion of the hearing. In the event that the parties cannot agree upon a joint statement of the issue or issues remaining in dispute either desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.

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.

(e) The limits specified in Clauses (c) and (d) above may be extended by mutual agreement.

(f) The decision of the Arbitrator shall be confined to the issue or issues placed before him and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.

(g) The Railway and the TCRC 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.

(h) The changes referred to in Article 53.1 may not be made until the procedures for negotiation, and arbitration if necessary, have been completed.

(i) The changes proposed by the Railway which can be subject to negotiation and arbitration under this Article 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 engineers are engaged.

(j) The applicability of this Article to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions may be processed immediately to Step 2 of the grievance procedure as indicated in Article 57, but shall be presented to the President within 60 days from the date of the cause of the grievance.

53.2 Relocation Expenses

The benefits set forth in this Article 53.2 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(a) Eligibility

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

(b) An employee:

(i) must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose 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);

(ii) must occupy unfurnished living accommodation to be eligible for benefits under Clauses (d), (h), (i) and (j) of this Article 53.2;

(iii) must establish that it is impractical for him to commute daily to new location.

(c) Payment of door-to-door moving expenses for the eligible employee's household goods and his/her 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 \$825. for incidental expenses actually incurred as a result of relocation.

(e) Reasonable transportation expenses from his/her former location to his/her new location, by rail or, if authorized, by bus or employee- owned automobile, and up to \$210. for an employee without dependents

and an additional amount of \$65. 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 Clause (e) a spouse will be considered as a dependent.

(f) an employee may drive his/her automobile to his/her new location and be reimbursed therefore at the rates shown in Article 12.1 (d).

(g) In order to seek accommodation in his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.

(h) Reimbursement for loss sustained on the sale of a relocating employee's private home which he/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 Appendix "A" of this Article.

An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this Clause (h) must advise the Company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this Clause (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 clause (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 \$7,000. Receipts shall be required.

(j) If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location, he/she may opt for a monthly allowance of \$215. which will be payable, so long as he/she remains at his/her new location, for a maximum of 12 months from date of transfer to his/her new location. An employee claiming under this clause (j) may elect within such 12-month period to move his/her household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

(k) Alternatively to Clause (h) of this Article 53.2, 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/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.

53.3 Early Retirement Allowance

An employee whose position is abolished by a change made under the provisions of Article 53.1 or who is displaced by a senior employee, such displacement being brought about directly by and at the time or implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

(a) An allowance of \$60. per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he/she would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

Or

(b) a lump sum payment calculated as follows:

Lump sum equivalent of the total value of monthly allowances he/she could have received

Age	<u>Retirement under this provision</u>
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this Article 53.3 will not be entitled to any other benefits provided elsewhere in this Article.

The early retirement allowance will cease upon the death of the employee.

53.4 Other Assistance Programs

The benefits granted under this Article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

53.5 Canada Labour Code

Provisions are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply.

The provisions of this Article are intended as well, to minimize the impact of termination of employment on the employees represented herein and Sections 60.11 and 60.15 of Part III of the Canada Labour Code do not apply.

Appendix "A"

Appraisal Procedure

When an affected employee desires to sell his/her home under the provisions of Clause (h) of Article 53.2, the following procedure will apply:

(a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.

(b) This fair market price of the house shall be the price determined as of the 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/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 Clause (h) of Article 53.2.

(d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, than 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 Clause (c) of this Appendix "A".

(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 Article 53 and such price shall be binding on both parties.

(f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

(g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

Particulars Of House To Be Sold

Name of Owner_____

Address_____

Type of house, i.e.Cottage Bungalow, Split Level_____

Year Built_____

No. of Rooms_____ Bathrooms_____

Type of Construction (i.e. brick, veneer stucco, clapboard) _____

Finished Basement: Yes_____ No_____

Type of Heating (i.e. oil, coal, Gas, Electric) _____

Garage: Yes_____ No_____

Size of Lot_____

Fair Market Value \$_____

Other Comments_____

Date_____

Signature_____

Article 53A

Preferred Job Security

53A.1 An employee who was in service on July 29, 1994 and who has or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

53A.2 Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

53A.3 If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications);

- (i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement.
- (ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union.
- (iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a collective agreement.

Note: In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

- (iv) There being none, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's E.I. benefits (subject to U.I. approval), and/or outside earnings, will be supplemented to a level equal to 80 percent of his/her weekly base pay continuing until such time as a position is found, or up to fourteen (14) years, or the normal retirement date under the ONTC Contributory Pension Plan, whichever comes first. The employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Also during this period the employee must accept temporary work at his/her lay-off location.

53A.4 In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

53A.5 Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

53A.6 Training shall be provided if necessary to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

53A.7 An employee who declines to exercise any of the options detailed in Article 53A.3 hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

53A.8 This Article 53A does not apply to reductions in forces made necessary by strikes or lockouts in the Railway Industry.

Article 54

Annual Vacation with Pay

54.1 (a) An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this Article 54.1.

(b) Subject to the provisions of clause (c) hereof, an employee who at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wage of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this Article 54.1

(c) An employee covered by Clause (b) hereof, will be entitled to vacation on the basis outlined therein if on his/her fourth or subsequent service anniversary date he/she has rendered compensated service in 40 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Clause (e) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in 70 calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (f) of this Article 54.1

(e) An employee covered by Clause (d) hereof, will be entitled to vacation on the basis outlined therein if on his/her 8th or subsequent service anniversary date he/she has rendered compensated service in 80 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (b) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this Article 54.1.

(g) An employee covered by Clause (f) hereof, will be entitled to vacation on the basis outlined therein if on his/her 16th or subsequent service anniversary date he/she has rendered compensated service in 160 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(h) Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 8 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

(i) An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his/her 26th or subsequent service anniversary date he/she has rendered compensated service in 260 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

(j) In the application of Clause (h), 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 prorata rates; or
2. Splitting the vacation on the basis of five weeks and one week.

(k) In computing service under Clauses (a) to (j) inclusive of this Article 54.1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

54.2 (a) Subject to the provisions of Clauses (c), (e), (g) and (i) of Article 54.1, an employee who is retired, leaves the service of his/her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided in Article 54.1, for any vacation due him up to the time of termination of his/her service.

(b) An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Article 54.1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

(c) An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Article 54.1.

(d) In the event of death of an employee, vacation pay to which he/she is entitled up to the time of his/her death will be paid to the estate of the deceased.

(e) 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.

(f) Time off duty because of lay-off, bona fide illness, injury or attendance to organization business (except on full-time basis), shall be included for qualification purposes in Article 54.1.

54.3 (a) An employee who has become entitled to vacation with pay shall be granted such vacation within twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

(b) In so far as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before February 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to February 15th shall be required to take their vacation at a time prescribed by the Company.

Employees will apply for their vacations at the location which is the employee's permanent home terminal. An employee who has been awarded vacation on the basis of this paragraph and subsequently moves permanently to a new home terminal will be permitted to retain his/her vacation dates awarded for that year.

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

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

(e) An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Clauses (c) and (d) of this Article, he/she shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his/her originally scheduled vacation period on which he/she performs service or is available for service, one-seventh of one percent of the employee's gross wages during the preceding calendar year; payable during the period of his/her rescheduled vacation dates.

The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

Note: Article 54.3 (e) above is hereby suspended and will not become effective until the first day of January in the year to be specified by the Brotherhood. The Brotherhood will notify the Company not later than December 15, of the year preceding the year in which the Article is to become effective.

(f) 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%) to cover standard deductions.

54.4 Employees returning from vacation will be placed on the board at 2200 hours on the last day of their vacation period.

Note 1: Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive employees entitled to vacation of two weeks or more may, provided proper application is made prior to February 15th, and there is no additional expense to the Railway, take his/her vacation in up to four portions, none of which will be less than

5 days. Only one portion of split vacation will be allotted during July or August. This will not be interpreted to prevent an employee from taking all of his/her vacation at one time.

Locomotive Engineers will be permitted one additional split at any time after the holiday list has been posted, provided sufficient men are available.

Note 2: Seven calendar days to be considered one week.

Note 3: Employees will have the option of using ten (10) personal leave days which will be deducted from the employees annual vacation. Employees using personal leave days under this provision must make request to the proper officer at least twenty-four (24) hours in advance and such leave will be granted provided there is no increased cost to the company. Personal leave days will not be granted between December 1 and 31 of each year.

Note 3: In Englehart North up to four (4) Locomotive Engineers are allowed to take vacation at any one time, with an overlap.

In North Bay up to four (4) Locomotive Engineers are allowed to take vacation at any one time, with an overlap.

Article 55

General Holidays

55.1 An employee who qualifies in accordance with the provisions of Article 55.2 and 55.3 shall be granted a holiday with pay on each of the following general holidays:

- | | |
|--|--------------------|
| - New Year's Day | - Dominion Day |
| - *Day After New Years Day
(Ontario Only) | - **Civic Holiday |
| - Good Friday | - Labour Day |
| - Victoria Day | - Thanksgiving Day |
| - St. Jean Baptiste Day
(Quebec Only) | - Remembrance Day |
| | - Christmas Day |
| | - Boxing Day |

*In the event that a Legislative Legal Body designates Heritage Day or such other day as a General Holiday, the day so designated by the Legislative Legal Body will be substituted for * in Ontario and ** in Quebec.

55.2 (a) An employee who commences a shift or tour of duty between 0001 hours and 2359 hours on a general holiday or works a shift or tour of duty where the preponderance of the shift occurs on the holiday, shall qualify for holiday pay providing he/she has completed thirty (30) days of continuous employee relationship.

(b) An employee qualified under Article 55.2 (a) shall be paid, in addition to the amount provided in Article 99.7, wages for work performed by him at a rate equal to one and one-half times his/her regular rate of pay.

55.3 (a) An employee who does not commence a shift or tour of duty between 0001 and 2359 hours on a general holiday and who has completed thirty (30) days of continuous employee relationship shall qualify for a holiday with pay providing:

(i) he/she is available for duty on the holiday, unless suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least 10 shifts or tour of duty during the thirty calendar days immediately preceding the general holiday, or

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, parental and adoption leaves will be included in determining the 10 shifts or tours of duty referred to in this Clause (a) (i).

- (ii) He is available for duty on the general holiday and he/she is available for duty or commences a shift or tour of duty on the day before and the day after the general holiday.
- (iii) A vacation day on pay shall be considered as a qualifying day under Article 55.3 (a) (i) and (ii).
- (iv) In the application of Clause (i) above a regular assigned employee who has been cancelled on an assigned working day will count such day as a qualifying day in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

(b) An employee who is qualified under Article 55.3 shall be paid the amount provided in Article 99.8.

55.4 Availability for duty as required by Article 55.3 is defined as follows:

(a) Assigned Service: An assigned employee shall be available for his/her assignment if one of his/her work days coincides with a general holiday and he/she has not been notified that the assignment is cancelled. An assigned employee who is required to hold himself available for service other than that of his/her assignment will also be governed by the requirements for unassigned service.

(b) Unassigned Service: An unassigned employee shall hold himself available for duty throughout a general holiday. Where an employee elects to utilize Article 55.3 (a) (ii) to qualify for holiday pay he/she shall also hold himself available throughout the day before and the day after the general holiday.

(c) In the application of Article 55.4 (a) and (b) an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed twelve (12) hours consecutive with a shift or tour of duty, shall not lose his/her entitlement to general holiday pay.

(d) An employee, except if on the spareboard, who makes himself unavailable when called or books off for his/her job which commences on the day before a general holiday and thereby makes himself unavailable for a return movement on the general holiday will not be considered as available for duty on the holiday as required by Article 55.3. This Clause (d) shall not apply to an employee who books not more than 12 hours' rest consecutive with his/her last tour of duty prior to the general holiday or to an employee suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

55.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 55.1, shall be paid the amount specified in Article 99.7 (b).

55.6 An employee who does not qualify for general holiday pay and who is required by the Railway to work on general holiday shall be paid in accordance with the provisions of the collective agreement.

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

55.8 The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other collective agreement. Interpretation of Article 55 for engineers:

1. The time ordered for will govern for qualification purposed under Article 55.2(a). In other words an engineer ordered for 0005 on the holiday and reporting at 2355 the day before the holiday would qualify under Article 55.2(a). On the other hand an engineer ordered for 0005 the day after the holiday and reporting at 2355 on the holiday would not qualify.

2. If an engineer works each day of the month and does not have a day on which he/she does not receive wages, he/she can claim the general holiday pay at the end of the month.

3. Under Article 99.8(a) the holiday pay will be a duplicate of the first service performed by him on the holiday. In other words an engineer who qualifies for general holiday pay under Article 55.2(a), will claim not the last service performed by him prior to the holiday, but rather a duplicate of the service performed on the holiday exclusive of overtime (i.e., in effect double time on the holiday). All other qualifying, will claim pay under Article 99.7 (b), the equivalent of the last service prior to the holiday.

4. A qualified engineer whose vacation period coincides with a general holiday will not be required to add an extra day to his/her holidays but may claim the general holiday pay in addition to his/her Schedule Vacation pay allotment.

55.9 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.

Article 56

Health and Welfare

56.1 Weekly Indemnity and Life Insurance

The Railway shall provide an employee benefit plan which shall be in accordance with the provisions of the governing Supplemental Agreement.

56.2 Life Insurance Upon Retirement

An employee who retires from the service with a Company pension at or after age 65 will be provided a \$7,000. death benefit. If retirement or pension is earlier than age 65 and an employee's term life insurance is extended to age 65, the death benefit will be provided at age 65.

56.3 Continuation of Benefits

Employees retiring from the service prior to age 65 either:

(a) Retiring with a company pension and who have 15 years of continuous employment relationship

or

(b) Who qualify for a Disability Pension under Ontario Northland's Pension Plan. Will have their Life Insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

56.4 Worker Compensation/Weekly Indemnity

In order to facilitate the return to active duty, where an employee is deemed fit to return to modified work, by his/her attending physician, worker compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignments under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

56.5 Workers Compensation /Weekly Indemnity

In the Event that an employee's claim for worker's compensation benefits is challenged either by the company or the Worker's Compensation Board, or if such claim is delayed for more than two weeks, from the time reported, than the employee may apply for Weekly Indemnity benefits. Applications for Weekly Indemnity benefits under this provision, will be processed in the normal manner as regular weekly indemnity claims and will be adjudicated in accordance with our weekly indemnity provisions excluding the requirement that the injury/illness cannot be work related. In making application for weekly indemnity benefits under this provision the employee will be required to complete a waiver directing that should the WCB claim be approved, WCB will reimburse the Company's insurance carrier directly. This means that the employee must submit both parts A and B of the weekly indemnity claim and provide additional information if required.

Article 57

Bereavement Leave

57.1 An employee who has not less than 3 months of cumulative compensated service shall, upon the death of the employee's parent, spouse and children, be entitled to five consecutive days bereavement leave.

Upon the death of step-parent, step-brother, step-sister, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law be entitled to three consecutive days bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three or four calendar days.

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.

57.2 An employee who, while on scheduled vacation, becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the company and the employee."

Article 58

Deduction of Union Dues

58.1 The Railway shall deduct on the payroll for the pay period which contains the 24th day of the month from the wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Brotherhood of Locomotive Engineers subject to the conditions and exceptions set forth hereunder.

58.2 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this agreement except to conform with a change in the amount of the regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Railway of notice in writing from the Brotherhood of the amount of regular monthly dues.

58.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this agreement as agreed between the appropriate officers of the Railway and of the Brotherhood shall be excepted from dues deductions.

58.4 Membership in the Brotherhood shall be available to any employee eligible under the constitution of the Brotherhood on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, National origin, colour or religion.

58.5 Union dues deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

58.6 If the wages of an employee on any payroll which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues no such deduction shall be made from the wages of such employee by the Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

58.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which the deduction is made shall have dues deducted for the organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

58.8 Only payroll deductions now or hereafter required by law, deductions or monies due or owing the Railway, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

58.9 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer of the Brotherhood as may be mutually agreed by the Railway and the Brotherhood not later than 40 calendar days following the pay period in which the deductions are made.

58.10 The Railway shall not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Brotherhood the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer of the Brotherhood.

58.11 The question of what, if any, compensation shall be paid the Railway by the Brotherhood in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days notice in writing.

58.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to Article 58.1 of this agreement, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such action. Each party shall bear its own cost of such defense except that, if at the request of the Brotherhood, counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the Railway from any losses, damages, costs, liability or expenses suffered or sustained by the Railway as a result of any such deduction or deductions from payrolls.

Article 59

Grievance Procedure And Final Settlement of Disputes

59.1 Grievance Procedure

(a) A grievance concerning the interpretation, or alleged violation of this agreement shall be processed in the following manner:

Step 1 - Presentation of Grievance to Immediate Supervisor

Within 28 calendar days from the date of cause of grievance the employee and/or the Local Chairman may present the grievance orally or in writing to the immediate supervisor, who will give a decision as soon as possible but in any case within 28 calendar days of receipt of grievance.

Step 2 - Appeal to Superintendent of Train Operations

Within 28 calendar days of receiving the decision under Step 1, the Local Chairman and/or the General Chairman may appeal the decision in writing to the Superintendent of Train Operations.

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the collective agreement. The statement shall identify the Article and paragraph(s) of the Article involved. A decision will be rendered in writing within 28 calendar days of receiving the appeal.

Step 3 - Appeals to President

Within 28 calendar days of receiving the decision under Step 2, the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

When a decision is not rendered by an officer of the Company within the time limits specified on a grievance based only on the time claim, the time claim will be paid. Payment under such circumstances shall not constitute a precedent or waiver of the contentions of the company in that case or in respect of other similar claims.

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

Step 1 - Appeal to Superintendent of Train Operations

Within 28 calendar days from the date the employee is notified of the discipline assessed the Local Chairman and/or the General Chairman may appeal the discipline in writing to the Superintendent of Train Operations.

The appeal shall include a written statement outlining the Brotherhood's contention why the discipline should be reduced or removed. A decision will be rendered in writing within 28 calendar days of receiving the appeal.

Step 2 - Appeal to President

Within 28 calendar days of receiving the decision under Step 1, the General Chairman may appeal the decision in writing to the President, whose decision will be rendered in writing within 60 calendar days of receiving the appeal.

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

Appeal to Arbitration

A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under Article 59.1, may be referred by any of the signatories to this agreement to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

A request for arbitration shall be made in writing by either party to the other within 28 calendar days following the date decision is rendered under Article 59.1 of the grievance procedure, by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date by service thereof on the other party.

The time limits specified in Article 59.1 and 59.2 may be extended by mutual agreement.

59.3 When a recorded conversation may be relevant to the disposition of a grievance, the Local or General Chairman 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 or General Chairman to listen to the recorded conversation.

Article 60

Learning Road

60.1 Engineers when required by the Railway to learn the road, will be paid for actual mileage or time consumed at minimum rate applicable to the class of train on which they travel; not more than one round trip will be paid for unless specially authorized. If required to re-learn a portion of the road, they will be furnished with a pilot or paid the actual mileage or time consumed at minimum rate applicable to the class of train on which they travel; not more than one round trip will be paid for. Engineers when called upon to learn the road or pass examinations of other Railways will be paid for the necessary deadheading performed on the Railways' lines and for the time consumed on other lines, and learning the road and passing the required examination on a pro rata hourly basis one hundred (100) miles per day of twenty-four hours at minimum through freight rates.

60.2 This does not apply to engineers exercising seniority rights, who will learn the road or pass such examinations on their own time.

Article 61

Printing of Collective Agreements

61.1 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 printing as well as the cost of delivery of sufficient copies to the Local Chairperson. This will include such costs incurred in the printing and delivery of updated pages.

Article 98

Remedy Rule

Lost trips incurred by an employee due to the violation of any Articles contained in this agreement are paid for by the company. The senior employee entitled to such trips shall be deemed the grievor and when paid the grievance shall be considered resolved.

ARTICLE 99 - RATES OF PAY

99.1 PASSENGER SERVICE

Per Mile, Effective		
Jan. 1/05	Jan. 1/06	Jan. 1/07
3%	3%	3%
Cents	Cents	Cents
\$1.3023	\$1.3414	\$1.3816

99.2 FREIGHT SERVICE

Per Mile, Effective		
Jan. 1/05	Jan. 1/06	Jan. 1/07
2%	3%	3%
Cents	Cents	Cents
\$1.6077	\$1.6560	\$1.7056

Wayfreight Rates

Per Mile, Effective		
Jan. 1/05	Jan. 1/06	Jan. 1/07
2%	3%	3%
Cents	Cents	Cents
\$1.6665	\$1.7178	\$1.7693

99.3 YARD, TRANSFER SERVICE AND ROAD SWITCHER SERVICE

(a) (i)

Effective Jan 1/05	224.21
Effective Jan 1/06	230.94
Effective Jan 1/07	237.86

(ii) Conductor Only

Effective Jan 1/05	253.04
Effective Jan 1/06	260.63
Effective Jan 1/07	268.45

(b) Unit Allowance

A locomotive engineer in Yard and Transfer service in charge of and responsible for a second unit or for three or more units in his/her locomotive consist at any time during his/her shift shall be paid in addition to his/her other earnings for such shift as follows:

	Jan. 1/05	Jan. 1/06	Jan. 1/07
	5.54%	3%	3%
Second Unit	\$3.78	\$3.89	\$4.01
Three or More Units	\$7.50	\$7.73	\$7.96

(c) Shift Differentials

A locomotive engineer in Yard Service who commences a shift between the hours of 1400 and 2159 (excluding arbitrary payments) shall receive a shift differential of 55 cents per hour and between the hours of 2200 and 0559 (excluding arbitrary payments) shall receive a shift differential of 60 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid absences from duty, such as vacations, general holiday, etc.

99.4 DIRECT DEPOSIT

Effective within one month of contract ratification, all employees will be required to enroll in mandatory direct deposit.

99.5 LENGTH OF TRAIN ALLOWANCE

3801 TO 5000 FEET	\$3.06
5001 TO 6000 FEET	\$7.14
6001 TO 7000 FEET	\$13.26
7001 TO 8000 FEET	\$21.42
8001 TO 9000 FEET	\$31.62
9001 TO 10,000 FEET	\$43.86
10,000 FEET AND OVER	\$58.14

LENGTH OF RUN ALLOWANCE

100 OR LESS ROAD MILES	\$12.24
101 TO 150 ROAD MILES	\$15.30
151 TO 200 ROAD MILES	\$22.95
201 TO 220 ROAD MILES	\$30.60
221 TO 240 ROAD MILES	\$33.15
241 TO 260 ROAD MILES	\$35.70
261 TO 280 ROAD MILES	\$38.25
281 TO 300 ROAD MILES	\$40.80

99.6 TRAINING RATE

	Jan. 1/05	Jan. 1/06	Jan. 1/07
	\$31.96	\$32.92	\$33.91

99.7 GENERAL HOLIDAY PAY

Engineers

(a) Holiday pay for an employee qualified under Article 55.2 shall be an amount equal to his/her earnings, exclusive of overtime, for the first shift or tour of duty worked by him on the general holiday.

(b) Holiday pay for an employee qualified under Article 55.3 and 55.5 shall be an amount equal to an employee's earnings, exclusive of overtime, for the last shift or tour of duty worked by him prior to a general holiday.

**99.8 Picking Up and Setting Out Diesel Units Enroute
(Article 20)**

	Jan. 1/05	Jan. 1/06	Jan. 1/07
	\$7.30	\$7.52	\$7.74

Termination:

The provisions of this agreement supersede all previous agreements and interpretations which are in conflict therewith. It will remain in effect until December 31, 2007, and thereafter until revised or superseded subject to four months' notice in writing by either party at any time after August 31, 2007

Signed at North Bay Ontario, the 22nd day of March 2005.

For ONTC:

For the Union:

S. Carmichael
President

S. O'Donnell
Teamsters Canada Rail Conference

Table Showing Time After Which Overtime Accrues on Runs of 100 miles to 199 Miles in Length, on Speed Basis of 12 1/2 Miles Per Hour

Miles Distance	Overtime Accrues		Overtime Accrues		Miles Distance	After Hours
	After Hours	Miles Distance	After Hours	Miles Distance		
100	8.00	134	10.43	168	13.26	
101	8.05	135	10.48	169	13.31	
102	8.10	136	10.53	170	13.36	
103	8.14	137	10.58	171	13.41	
104	8.19	138	11.02	172	13.46	
105	8.24	139	11.07	173	13.50	
106	8.29	140	11.12	174	13.55	
107	8.34	141	11.17	175	14.00	
108	8.38	142	11.22	176	14.05	
109	8.43	143	11.26	177	14.10	
110	8.48	144	11.31	178	14.14	
111	8.53	145	11.36	179	14.19	
112	8.58	146	11.41	180	14.24	
113	9.02	147	11.46	181	14.29	
114	9.07	148	11.50	182	14.34	
115	9.12	149	11.55	183	14.38	
116	9.17	150	12.00	184	14.43	
117	9.22	151	12.05	185	14.48	
118	9.26	152	12.10	186	14.53	
119	9.31	153	12.14	187	14.58	
120	9.36	154	12.19	188	15.02	
122	9.46	156	12.29	190	15.12	
123	9.50	157	12.34	191	15.17	
124	9.55	158	12.38	192	15.22	
125	10.00	159	12.43	193	15.26	
126	10.05	160	12.48	194	15.31	
127	10.10	161	12.53	195	15.36	
128	10.14	162	12.58	196	15.41	
129	10.19	163	13.02	197	15.46	
130	10.24	164	13.07	198	15.50	
131	10.29	165	13.12	199	15.55	
132	10.34	166	13.17			
133	10.38	167	13.22			

Table Showing Equivalent Miles at 12 1/2 Miles Per Hour at Pro-Rata Rates

Minutes	Hours					
	0'	1'	2'	3'	4'	5'
0"	0	12	25	37	50	62
1"	0	13	25	38	50	63
2"	0	13	25	38	50	63
3"	1	13	26	38	51	63
4"	1	13	26	38	51	63
5"	1	14	26	39	51	64
6"	1	14	26	39	51	64
7"	1	14	26	39	51	64
8"	2	14	27	39	52	64
9"	2	14	27	39	52	64
10"	2	15	27	40	52	65
11"	2	15	27	40	52	65
12"	2	15	27	40	52	65
13"	3	15	28	40	53	65
14"	3	15	28	40	53	65
15"	3	16	28	41	53	66
16"	3	16	28	41	53	66
17"	4	16	29	41	54	66
18"	4	16	29	41	54	66
19"	4	16	29	41	54	66
20"	4	17	29	42	54	67
21"	4	17	29	42	54	67
22"	5	17	30	42	55	67
23"	5	17	30	42	55	67
24"	5	17	30	42	55	67
25"	5	18	30	43	55	68
26"	5	18	30	43	55	68
27"	6	18	31	43	56	68
28"	6	18	31	43	56	68
29"	6	19	31	44	56	69
30"	6	19	31	44	56	69
31"	6	19	31	44	56	69
32"	7	19	32	44	57	69
33"	7	19	32	44	57	69
34"	7	20	32	45	57	70
35"	7	20	32	45	57	70
36"	7	20	32	45	57	70
37"	8	20	33	45	58	70
38"	8	20	33	45	58	70
39"	8	21	33	46	58	71
40"	8	21	33	46	58	71
41"	9	21	34	46	59	71
42"	9	21	34	46	59	71
43"	9	21	34	46	59	71
44"	9	22	34	47	59	72
45"	9	22	34	47	59	72
46"	10	22	35	47	60	72
47"	10	22	35	47	60	72
48"	10	22	35	47	60	72
49"	10	23	35	48	60	73

50"	11	23	35	48	60	73
51"	11	23	36	48	61	73
52"	11	23	36	48	61	73
53"	11	24	36	49	61	74
54"	11	24	36	49	61	74
55"	11	24	36	49	61	74
56"	12	24	37	49	62	74
57"	12	24	37	49	62	74
58"	12	25	37	50	62	75
59"	12	25	37	50	62	75

Table Showing Equivalent Mileage on Overtime Basis of 18 3/4 Miles Per Hour

NOTE: Fractions of mile up to one-half dropped-over one-half counted as one mile

Min	0'	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'
0	0	19	37	56	75	94	112	131	150	169	187	206	225
1	0	19	38	57	75	94	113	132	150	169	188	207	225
2	1	19	38	57	76	94	113	132	151	169	188	207	226
3	1	20	38	57	76	95	113	132	151	170	188	207	226
4	1	20	39	57	76	95	114	132	151	170	189	207	226
5	2	20	39	58	77	95	114	133	152	170	189	208	227
6	2	21	39	58	77	96	114	133	152	171	189	208	227
7	2	21	40	58	77	96	115	133	152	171	190	208	227
8	2	21	40	59	77	96	115	134	152	171	190	209	227
9	3	22	40	59	78	97	115	134	153	172	190	209	228
10	3	22	41	59	78	97	116	134	153	172	191	209	228
11	3	22	41	60	78	97	116	135	153	172	191	210	228
12	4	22	41	60	78	97	116	135	154	172	191	210	229
13	4	23	42	60	79	98	117	135	154	173	192	210	229
14	4	23	42	61	79	98	117	136	154	173	192	211	229
15	5	23	42	61	80	98	117	136	155	173	192	211	230
16	5	24	42	61	80	99	117	136	155	174	192	211	230
17	5	24	43	62	80	99	118	137	155	174	193	212	230
18	6	24	43	62	81	99	118	137	156	175	193	212	231
19	6	25	44	62	81	100	118	137	156	175	193	212	231
20	6	25	44	62	81	100	119	137	156	175	194	212	231
21	7	25	44	63	82	100	119	138	157	175	194	213	232
22	7	26	44	63	82	101	119	138	157	176	194	213	232
23	7	26	45	63	82	101	120	138	157	176	195	213	232
24	7	26	45	64	82	101	120	139	157	176	195	214	232
25	8	27	45	64	83	102	120	139	158	177	195	214	233
26	8	27	46	64	83	102	121	139	158	177	196	214	233
27	8	27	46	65	83	102	121	140	158	177	196	215	233
28	9	27	46	65	84	102	121	140	159	177	196	215	234
29	9	28	47	65	84	103	122	140	159	178	197	215	234
30	9	28	47	66	84	103	122	141	159	178	197	216	234
31	10	28	47	66	85	103	122	141	160	178	197	216	235
32	10	29	47	66	85	104	122	141	160	179	197	216	235
33	10	29	48	67	85	104	123	142	160	179	198	217	235
34	11	29	48	67	86	104	123	142	161	179	198	217	236
35	11	30	48	67	86	105	123	142	161	180	198	217	236
36	11	30	49	67	86	105	124	142	161	180	199	217	236
37	12	30	49	68	87	105	124	143	162	180	199	218	237
38	12	31	49	68	87	106	124	143	162	181	199	218	237
39	12	31	50	68	87	106	125	144	162	181	199	218	237
40	12	31	50	69	87	106	125	144	162	181	200	219	237
41	13	31	50	69	88	107	125	144	163	182	200	219	238
42	13	31	51	69	88	107	126	144	163	182	201	219	238
43	13	32	51	70	88	107	126	145	163	182	201	220	238
44	14	32	51	70	89	107	126	145	164	182	201	220	239
45	14	33	52	70	89	108	127	145	164	183	202	220	239
46	14	33	52	71	89	108	127	146	164	183	202	221	239
47	15	33	52	71	90	108	127	146	165	183	202	221	240
48	15	34	52	71	90	109	127	146	165	184	202	221	240

49	15	34	53	72	90	109	128	147	165	184	203	222	240
50	16	34	53	72	91	109	128	147	166	184	203	222	241
51	16	35	53	72	91	110	128	147	166	185	203	222	241
52	16	35	54	72	91	110	129	147	166	185	204	222	241
53	17	35	54	73	92	110	129	148	167	185	204	223	242
54	17	36	54	73	92	111	129	148	167	186	204	223	242
55	17	36	55	73	92	111	130	148	167	186	205	223	242
56	17	36	55	74	92	111	130	149	167	186	205	224	242
57	18	37	55	74	93	112	130	149	168	187	205	224	243
58	18	37	56	74	93	112	131	149	168	187	206	224	243
59	18	37	56	75	93	112	131	150	168	197	206	225	243

In using this table, first find the column showing number of hours overtime then run down left hand column until number of minutes is reached and the figure in the hour column shows the equivalent mileage. Thus 5 hours and 12 minutes overtime is equal to 97 miles at mileage rates.

Letters of Understanding

Revised Agreements
Art. 43.1 Spring Change of Assignment
Scheduled Through Freight
Freight Service Mileage Carry Over
Article 25.2 Amended
Yard Agreement
Work Train – Days off
EFAP
Contribution Holiday
Pension Plan Review
Extra Work
Paid Education Leave
Crewing Vacancies in Hearst
Shared Resthouse Facilities in Englehart and Hearst
Medical Forms
Ordering Time at Home Terminals
ESB's Setup in Cochrane Terminal
Requirement of Locomotive Engineers during Observation Tours
Applicability of Call Times under Mandatory Rest
Use of Close Circuit Television (CCTV)
Amendment to Use of CCTV

December 12, 2006

LETTER OF AGREEMENT REGARDING REVISED AGREEMENTS

As a result of the recent rewrite of the collective agreements between Ontario Northland Railway and the Teamsters Canada Rail Conference (TCRC) and the United Transportation Union (UTU), the parties have agreed to implement the revised agreements with a six month trial working period. This working period will be used to confirm that the language and provisions of the rewritten agreements are in line with the intent of all current and binding agreements between the parties. During this working period, any of the parties signatory to the agreements may raise issue with the language or intent of the rewritten agreements, after which discussions will be held to resolve the issue. Failing resolution, the parties agree to revert to and be bound by the language of the applicable article(s) of current and binding collective agreements.

This working period will expire on June 30th, 2007, after which the rewritten agreements and any subsequent modifications agreed to during the working period will become the official and legally binding collective agreements between the parties.

For the Unions:

For the Company:

Shawn O'Donnell
Local Chairperson
T. C. R. C.

Grant Bailey
V. P. Rail

Phil Koning
General Chairperson
U. T. U.

John Thib
Chief Transportation Officer

REVISED ARTICLE 42.1 Effective Spring Change of Assignments

June 21, 2007
North Bay, On

42.1 No applications received

- (a) ESB's shall not be required to exercise their seniority as engineer in seniority order.
- (b) When no applications are received for an engineer's the junior engineer not working as such in the terminal affected will be forced to fill such position. They will not be permitted to declare elsewhere.
- (c) When no applications are received for a position in Work Train Service, the junior engineer on the Work Train affected will be forced to fill such position. In the event that there are no engineers not working as such on the assignment, the junior engineer not working as such in the system will be required to protect.
- (d) Engineers, not working as such, forced to a position **away-from home** may declare for any engineer's position, permanent or temporary that their seniority entitles, prior to being forced in accordance with the above. The junior engineer not working as such remaining, shall be required to protect the unfilled vacancy.
- (e) Engineers will not be permitted to bid UTU assignments but may declare for such if displaced or bumped.

This agreement may be terminated by either party on 7 days notice.

Dan Selin
General Chairperson
TCRC

Paul Laporte
Supervisor Crew Management

Letter of Understanding

Scheduled Through Freight Operation – Temagami Subdivision

Effective June 6, 2007

It is agreed between the Company and the TCRC that the following will apply with respect to Through Freight Operations on the Temagami Subdivision.

1. Six (6) trains per week will be scheduled for 2 engineers. One train per day Monday thru Saturday.
2. Engineers scheduled to work these trains will be available from 0400 until 1200 and will take the first train on the day scheduled.
3. If the scheduled engineer(s) are cancelled or deadheaded to protect service within their window, they will be paid the average earnings of a normal round trip and moved into their next scheduled turn.
4. If any trains are operated in addition to those scheduled, or are operated outside the times stated, they will be manned by spare engineers.
5. If additional trains are operated on a regular basis, they may be incorporated into the schedule.
6. The schedule will be as outlined in Appendix A.
7. This letter may be cancelled by either party on 15 days notice.

J.L. Thib
Chief Transportation Officer
Englehart

D. Selin
Acting General Chairperson
TCRC Division 723

Englehart, Ontario
June 4, 2007

Mr. S. R. O'Donnell
General Chairperson
TCRC
NORTH BAY

Dear Mr. O'Donnell:

This letter will serve notice that effective upon signing; freight service engineers will no longer be entitled to carry over miles in excess of 3800 miles into the next mileage period.

J. L. Thib
Chief Transportation Officer

I concur: _____

S. R. O'Donnell

January 17, 2007

Mr. Paul Laporte
Supervisor Crew Management
North Bay

Dear Mr. Laporte

As per our telephone conversation today we agreed to amend Article 25.2 (a) item 6 to read as follows:

- 6) Call engineers not working as such (ESB's) on the UTU spareboard in seniority order until the ESB standing first on the board is called. The ESB standing first out must respond regardless of seniority".

Except for the ESB standing first out, ESB's on the spareboard declining calls in accordance with the above will not be held in the "doghouse".

Nothing in this arrangement precludes ESB's from responding in accordance with the agreement.

The above will become effective on Wednesday, January 24, 2007

This arrangement is being introduced on a trial basis and may be terminated on 24 hours notice by either party.

I concur

Shawn O'Donnell
TCRC

Paul Laporte
Supervisor Crew Management

MEMORANDUM OF AGREEMENT PERTAINING TO SPARE LOCOMOTIVE ENGINEERS WORK

November 5, 2006

Effective on November 10, 2006 the following shall be implemented.

- 1) All yard assignments in the system shall be filled both on a temporary and permanent basis.
- 2) Locomotive Engineers in yard service will be called in seniority order for all spare engineers work.
- 3) In the event they are unavailable or decline such work, all other calling procedures currently in effect remain.
- 4) Overtime and rest rules currently in effect for spareboard engineers shall apply to engineers assigned to yard service.

This agreement may be terminated by either party on 7 days notice.

For the Union

For the Company

Shawn O'Donnell
Local Chairperson
T.C.R.C.

Paul Laporte
Supervisor C.M.C.

**MEMORANDUM OF AGREEMENT PERTAINING TO
DAYS OFF IN WORK TRAIN SERVICE (ARTICLE 5.2)**

December 12, 2006

Effective immediately the following shall be added to Article 5.3 (a) contained in Agreement 8 & 10.

Employee's assigned to work trains four days per week will be given transportation and allowed to go home for Fridays, Saturdays and Sundays. When allowed to go home for these days, they will not be paid

This amendment may be terminated by either party on 7 days notice.

For the Unions:

For the Company:

Shawn O'Donnell
Local Chairperson
T.C.R.C.

John Thib
Chief Transportation Officer

Phil Koning
General Chairperson
UTU

Glenn Zabarelo
Manager Labour Relations

LOU 8

MEMORANDUM OF AGREEMENT BETWEEN ONTARIO NORTHLAND TRANSPORTATION COMMISSION AND THE REPRESENTATIVES OF ITS EMPLOYEES SIGNATORY HERETO AND COLLECTIVELY KNOWN AS THE GENERAL CHAIRPERSON'S ASSOCIATION CONCERNING PERSONAL PROBLEMS IN THE WORKFORCE, WHICH INCLUDES, ALCOHOL OR CHEMICAL DEPENDENCY

Whereas it is deemed to be in the mutual interest of the parties to co-operate in the establishment and operation of an Employee Family Assistance Program.

And Whereas such a joint program has been developed which they each felt will best serve this purpose.

And Whereas that program relies on the voluntary (rather than mandatory) referral of employees for counselling, which may require assistance being given to individuals by representatives of management and/or the union representing the employee.

The term "employee" or "employees" shall be meant to include all employees, active, retired and disabled. The term "family" means spouse and dependents as defined under the company's benefit package.

It is agreed that:

1. The company will co-operate fully with the Association to implement and carry out the aims and objectives of the Employee Family Assistance Program. To this end it will:
 - (a) Arrange, at its own expense, to provide training necessary for the successful operation of the Program for: (1) supervisory personnel, (2) General Chairpersons and Local Chairpersons of the various unions, and (3) a joint committee.
 - (b) Communicate the aims, objectives and procedures of the Program.
 - (c) Ensure that supervisory personnel, independently and/or in co-operation with the appropriate union representative, do everything reasonable to identify employees within their own jurisdictions who may be suffering from any problem(s) to the extent that it may be affecting, or have the potential to affect, their work performance.
 - (d) Motivate and encourage employees so identified to voluntarily seek assistance to resolve their problems.
 - (e) Co-operate in the establishment and functioning of an Employee Family Assistance Committee to facilitate the appropriate referral of individuals who so voluntarily seek assistance for their problems.
2. The individual members of the General Chairperson's Association will co-operate fully with the company and its supervisors to implement and carry out the aims and objectives to the Employee Family Assistance Program. To this end they will:
 - (a) In conjunction with other members of the Association and members of management, nominate and appoint fellow employees to act on a committee to provide confidential assistance to employees who may be suffering from any problem(s).
 - (b) Independently, and/or in co-operation with the appropriate company supervisor, do everything reasonable to identify employees within their own bargaining unit who may be experiencing such problems to the extent that it may be affecting, or have the potential to affect, their work performance.
 - (c) Motivate and encourage employees so identified to voluntarily seek the assistance of an Employee Family Assistance Committee Member or other community resource to resolve their problem(s).
3. Notwithstanding the above, nothing in this agreement will serve to deprive:

- (a) The employees of their rights under the Collective Agreement and to union representation;
- (b) The union representatives of their right to represent employees, including the processes of the grievance procedure;
- (c) The company and its supervisors of their right to manage the operations and to assess discipline.

Signed at North Bay, Ontario this day of 1994.

For the Company:

K. J. Wallace
President

(General Office Clerks)

D. M. Kerr
Canadian Brotherhood of Rlwy.,
Transport & General Workers

R. Poulin
Local Chairperson
Bro. of Mtce of Way Employees

A. Mitchell
General Chairperson
Inter. Bro. of Firemen & Oilers

G. Louttit
Local Chairperson
Inter. Brotherhood of Electrical
Workers (Signalmen)

S. Ruttan
Local Chairperson
Transportation Communications
International Union, Local 1826

L. Marshall
General Chairperson
United Transportation Union

S. O'Donnell
Local Chairperson
Bro. of Locomotive Engineers

President
O.N.R. Police Association

Brian Stevens
President
Local 103, C.A.W.

G. Besserer
General Chairperson
Inter. Assoc. of Machinists

M. Kerr
Vice-General Chairperson

For the Employees:

W. Peterson
Asst. Div. Vice President
Transportation Communications Union

C.A.W. (On-Board Services)

T. Diggles
Local Chairperson
Inter. Bro. of Electrical Workers

John Lunnin
Local Chairperson
United Assoc. of Journeymen, Etc.

G. Murdoch
General Chairperson
Inter. Bro. of Boilermakers, Etc.

P. Maeck
Representative
Sheet Metal Workers' Inter.
Association

D. M. Fretz
A.D.V.P.
TCU Lodge 1826

Letter of Understanding

March 21, 2005

For the duration of this agreement, it is understood that the Company will not seek a contribution holiday with respect to pension contributions made on behalf of members of the signatory unions. Additionally, the Company will not seek a refund of any pension surplus associated to members of the signatory unions.

Signed at North Bay, Ontario the 21st day of March 2005.

For the Unions

:For the Company:

Teamsters Canada
Rail Conference

S.G. Carmichael
President

March 21, 2005

Mr. Shawn O'Donnell
Local Chairman
Teamsters Canada Rail Conference

Mr. Phil Koning
Local Chairperson
United Transportation Union

Dear Gentlemen:

Attached is Amendment 16 to the ONTC Contributory Pension Plan which established the Pension Board's role as one of making recommendations to the Commission on plan design. It is the company's intent to ensure that there is a complete review of the pension plan and a comparison of our plan to other plans in order to modernize the pension plan.

It is our expectation that the Pension Board will be involved in this review.

Sincerely,

Greg Stuart
Director Human Resources.

**Memorandum of Agreement Between the
Brotherhood of Locomotive Engineers and
the Ontario Northland Railway**

MOA 1 - Extra Work

It is agreed that:

1. Locomotive engineers regularly assigned to road service will be permitted to work a tour of duty in road service between trips of their regular assignment when there are no spare locomotive engineers available, provided the following conditions are fulfilled:

- (a) Locomotive engineers desiring such work will notify the Yard Co-Ordinator that they are available;
- (b) The senior locomotive engineer so available will be called when such call will not interfere with him/her filling his/her regular assignment;
- (c) A locomotive engineer who has indicated that he/she is available for such work will accept all calls until he/she cancels by notifying the Yard Co-Ordinator;
- (d) Locomotive engineers who fail to respond to calls for any reason will not again be called for such work for the duration of the timetable, unless the call was missed for reasons satisfactory to the proper officer of the company.

2. No part of this Memorandum of Agreement shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the direct or indirect result of a violation of this Memorandum of Agreement by another employee covered by this Agreement.

3. This Memorandum of Agreement is subject to cancellation by either party on thirty days notice in writing.

Signed at North Bay, Ontario this 23rd day of March 1992.

For the Union:
G. Halle

For the Company:
D. K. Hagar

LETTER OF UNDERSTANDING

Between Ontario Northland Railway

The Company,

and

Brotherhood of Locomotive Engineers

The Union

PAID EDUCATION LEAVE

The company agrees to pay into a special fund two (2c) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on Quarterly basis into a trust fund established by the brotherhood, and sent by the company to the following address:

Mr. Gilles Halle
Brotherhood of Locomotive Engineers
150 Metcalfe Street, Suite 1401
Ottawa On. K2P 1P1

The company further agrees that the members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay, plus travel time where necessary. In the event that service requirements conflict with such a leave, the parties agree to meet to determine if adequate staffing is available. Said leave shall only be granted provided there is no extra cost to the company. Written requests to the company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

This Agreement becomes effective on the first day of December 1996, and may be terminated at any time by the union or the company on twelve months written notice by the company.

Signed at North Bay, Ontario this 15th day of November 1996.

For the Union:

Mr. Gilles Halle
Canadian Director

Mr. Shawn O'Donnell
Local Chairman

For the Company:

Mr. S.G. Carmichael
Vice President Finance & Administration

Englehart, Ontario
March 10, 1994

Mr. S.R. O'Donnell
Local Chairman
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell:

This letter will serve as our understanding relative to the crewing of vacancies in Hearst on a tour of duty basis.

Notwithstanding the provisions of Article 43.2, Agreement No. 8, it is agreed that:

When a vacancy occurs at Hearst as a result of Locomotive Engineer on rest, off sick or on authorized leave of absence, the following will apply:

- (a) The senior engineer available will be called for such vacancy.
- (b) Subsequent vacancies created will be manned by engineers not working as such. In all cases, the junior available engineer not working as such must respond.
- (c) If this procedure fails to fill all vacancies created, relief will be provided from the Cochrane spareboard.

This understanding is subject to cancellation by either party on thirty days notice in writing.

Signed at North Bay, Ontario, this 10th day of March, 1994.

For the Union:

For the Company:

S. O'Donnell

J.L. Thib

Englehart, Ontario
July 12, 1995

1810-93

Mr. S.R. O'Donnell
Local Chairman
B of L.E.
North Bay, Ontario

Dear Mr. O'Donnell

This confirms the understanding reached between the Brotherhood of Locomotive Engineers and the Superintendent Train Operations concerning resthouse facilities in Englehart and Hearst.

Notwithstanding the provisions of Article 33, Agreement No. 8, the following will apply.

The Englehart and Hearst facilities will be made available to the unionized employees of the Rail Services division only. To accommodate the needs of the running trade employees, a block of twelve (12) rooms will be designated for the use of enginemen and trainmen.

It is understood that when a facility is established at Hearst, two or three rooms will be designated for use by Transportation Department employees.

The above understanding is subject to termination upon 30 days notice by either party.

Yours truly,

J.L. Thib
Superintendent Train Operations

I concur

S.R. O'Donnell
Local Chairman, B of L.E.

June 3, 2002

Mr. S.R. O'Donnell
Local Chairperson
Brotherhood of Locomotive Engineers

Dear Mr. O'Donnell:

This letter is in reference to the discussions with regard to the payment of Company/Carrier requested medical forms. It was agreed that the Company would bear the cost of all medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.

Also, the company will not be responsible for the cost of a doctor's certificate requested by a local officer when an employee is considered to be a continual offender or where sharp practice is apparent.

J. L. Thib
Chief Transportation Officer

S.R. O'Donnell
Local Chairperson – BLE

Letter of Understanding

Governing the Ordering Time of Trains at Home Terminals

Effective Feb 16, 2006

It is agreed between the Company and the TCRC that the following will apply with respect to the ordering time of trains at Home Terminals.

1. In the event that a train is ordered at or after 1800 up to 2300, the provisions of Article 30.1 (a) will be in effect after the combined time of two continuous tours of duty reaches twelve (12) hours.
2. In the event that a train is ordered at or after 2300 up to 0300 the scheduled engineer will be called and they will work to the objective terminal where they will yard their train and assemble the return train, if required and time on duty permits, before going off duty.
3. Trains ordered at or after 0300 and before 1800 will be governed by Article 30.1 (a)
4. The regular engineer will then be deadheaded home by taxi, passenger train, if available or on the returning train.
5. If required, a spare engineer will be ordered from the home terminal at the appropriate time to deadhead to the objective terminal by taxi and work back on the return train
6. The provisions of Article 31 remain in effect.
7. This letter may be cancelled by either party upon 15 days notice.

J. L. Thib

Chief Transportation Officer

ONTC

S. R. O'Donnell

Local Chairperson

TCRC

LETTER OF UNDERSTANDING ESB's COCHRANE TERMINAL

October 22, 2005

In an effort to supply locomotive engineers in the Cochrane Terminal the following shall apply:

1. ESB's will be permitted to bid or declare for Conductor/Trainpersons in Cochrane and not be required to exercise as a Locomotive Engineer.
2. Non-ESB's with a seniority date on or prior to May 1, 1989 cannot be displaced by ESB's exercising their rights in accordance with this agreement.
3. Non-ESB's with a seniority date on or prior to May 1, 1989 shall be ranked senior to ESB's exercising their rights under this agreement when bidding assignments.
4. Locomotive Engineers shall not be permitted to bid into the Conductor's ranks.
5. ESB's occupying a Conductor/Trainperson position and subsequently stands for work as Engineer may be displaced by a Non-ESB with a seniority date on or prior to May1, 1989.
6. The junior Engineer not working as such in the system shall be required to protect Cochrane Yard and spareboard when no applications are received.

This agreement may be terminated on 7 days notice by any of the signatories.

For the Union:

Shawn O'Donnell
Local Chairperson
TCRC

Phil Koning
General Chairperson
UTU

For the Company:

Paul Laporte
Supervisor,
Crew Management Center

July 5, 2004

Mr. Tim O'Grady
Manager Train Service
North Bay, ON

Dear Mr. O'Grady

This is to confirm our conversation in regard to the requirement of Locomotive Engineer's reporting for duty during observation and final qualification tours for Engine Service Employee Trainees.

It was agreed that although Locomotive Engineers retain the exclusive rights to "on the job training" of Locomotive Engineers it will not be necessary for them to report for duty during Observation and Final Qualification tours when the trainee is accompanied by a Manager that is properly trained as a Locomotive Engineer.

Locomotive Engineer's entitled to such trips shall be paid all lost wages they would have otherwise earned had they accompanied the trainee.

This agreement may be terminated upon 10 days notice by either party.

Yours truly,

Shawn R. O'Donnell
Local Chairperson
Division 723

I concur:

Tim O'Grady
Manager Train Service

April 1, 2003

Mr. J.L. Thib
Chief Transportation Officer
Englehart, ON

Dear Mr. Thib.

This is in reference to our conversations pertaining to the applicability of call times when operating employee's are required to take Mandatory Rest in accordance with the Work/Rest Rules.

The parties agreed that operating employee's on assignments with fixed starting times (passenger, mixed, yard, and road switchers) required to take Mandatory Rest making them unavailable for a 2 hour call, would be entitled to report for their next regular assignment without a call. This intention must be made known prior to going off duty and the applicable mandatory off-duty time must be adhered to in all cases.

It was further agreed that spare operating employee's required to take Mandatory Rest making them unavailable for a 2 hour call for a known spare tour with a fixed starting time (passenger, mixed, yard and road switchers) would be entitled to report for the assignment without a call. Again this intention must be made known prior to going off duty and the applicable mandatory off duty time must be adhered to in all cases.

The above shall not apply if the applicable Mandatory Rest takes them by the fixed starting time

Operating employees on voluntary rest shall continue to be available for a 2 hour call.

The above understanding is subject to termination upon 10 days notice by either party.

Shawn R O'Donnell
Local Chairman BLE

Phil Koning
General Chairman UTU

Memorandum of Understanding between the ONTC and it's unions relating to the introduction and use of Close Circuit Television (CCTV) at various locations and facilities

As expressed at the 20 December 2001, GCA/Senior Management meeting, a corporate decision has been made to introduce the use of close circuit television (CCTV) at specific locations.

Currently one camera will be installed at each location in North Bay, Englehart and Cochrane rail complexes. They will be suitably located to cover the entrance and attendant areas of these facilities for the purposes of law enforcement and/or public safety. Additional CCTV's may be installed at other locations where there is a documented requirement, and the unions will be so advised in advance of any installation.

No CCTV will be directed to intrude into any area wherein our employees normally work. The reception equipment will be located in North Bay, within secure premises, under the absolute control of the ON Police Services staff. No other staff will be permitted access to CCTV monitors, recorded data, nor will the recorded images be made available to any other Commission department for any purpose other than law enforcement. This CCTV system will not be utilized for the purposes of supervising employee activities, nor will they be used at any time for disciplinary purposes.

The recorded data will be stored on a stand alone computer located within secure premises in North Bay. Access to this computer will be restricted to ON Police staff or other Security staff who have been authorized in writing by the Chief of ON Police Services. Recorded images which do not relate to law enforcement activities, will be erased within a 72 hour period. Images which directly relate to law enforcement activities will be retained for a period of time, not exceeding one year. A log will be maintained to record the access to, and use of, the recorded material to enable a proper audit trail.

Signs will be posted at the perimeter of the areas being covered by video surveillance to provide public notice of this activity. These signs will also contain the name address and telephone number of a member of ON Police Services for contact purposes.

I trust these parameters will satisfy the concerns raised by the unions.

Yours truly,

Roy Hains
For ONTC

In concurrence

Shawn O'Donnell
BLE

Gord Louttit
IBEW

Richard Paulin
BMWE

Debbie Graham
ONEIU

Brian Stevens
CAW

Ron Marleau
USWA

Philip Koning
UTU

Memorandum of Understanding between the ONTC and its unions relating to the introduction and use of Close Circuit Television (CCTV) at various locations and facilities - January 15, 2002

Amendment #1 - August 9, 2002

It has been agreed by all parties that the sentence "Recorded images which do no relate to law enforcement activities, **will be erased within a 72 hour period**" will be replaced by "... **will be erased within a 5 day period.**"

In addition, it is acknowledged by all parties that, two cameras have been installed at the North Bay rail facilities, and further that the images will record to video tape and not to a standalone computer, as initially stated in the Memorandum of Understanding.

C. Boston
ONTC

Shawn O'Donnell
BLE

Gord Louttit
IBEW

Richard Paulin
BMWE

Debbie Graham
ONEIU

Brian Stevens
CAW

Ron Marleau
USWA

Philip Koning
UTU