

**AGREEMENT NO. 8**

**Between**

**ONTARIO NORTHLAND RAILWAY**

**And**

**UNITED STEEL WORKERS (USW)  
TC Local 1976**

**Governing the Services of**

**RUNNING TRADES EMPLOYEES**

**Expires December 31, 2014**

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## PREAMBLE

1. No ruling will be made by an officer of the railway changing any generally accepted interpretation of any article or rule of this schedule without first having discussed the matter with the General Chairman. A copy of the rules will be furnished to the General Chairman.
2. No local arrangements or rules which conflict with the generally accepted interpretation of the provisions of this agreement will be entered into unless first approved by the General Chairman affected and the proper officer of the railway.
3. The word "Trainmen" as used in this agreement applies to conductors, baggagemen, brakemen and flagmen.
4. The word "Yardmen" as used in this agreement applies to yard foremen and yard helpers.
5. The word "Engineer" as used in this agreement applies to all 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 or mixed 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
6. The use of the masculine gender in this agreement includes the feminine.
7. Work Ownership - All Freight and passenger traffic hauled over ONTC lines shall be manned by ONTC crews governed by this agreement.

The right to make and interpret contracts, rules, rates and working agreements for Locomotive Engineers and Conductors shall be vested in the regularly constituted committee of the United Steel Workers.

## Article 1 - Passenger Service

### 1.1 Rates of Pay

- A. The rates of pay for Locomotive engineers and conductors in passenger service shall be as shown in Article 99.1.
- B. Trainmen used as assistant conductors will be paid at passenger conductors' rates of pay.
- C. Locomotive Engineers used as trainmen will be paid at Engineers rates.

### 1.2 Deadhead Passenger Equipment

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

### 1.3 Basic Day

- A. One hundred and fifty miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of one hundred and fifty will be paid for at the mileage rates provided.
- B. A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceeds the daily minimum.

### 1.4 Called for Straight-away or Turnaround Service

- A. Engineers and Conductors 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 and Conductors 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 Terminal Time

- A. **Initial Terminal** - Passenger Crews will be paid initial terminal detention for all time required to be on duty prior to the time train is ordered to leave, and also for all time held at terminal until train actually leaves terminal.

**B. Final Terminal** - Passenger Crews held at terminal points after the arrival of train has been registered shall be paid for such time at overtime rates. When a train making an objective terminal is held out of such terminal at semaphore, yard limit board, or behind another train similarly delayed, on account of yard being congested, or other conditions exist which make it impossible for the train to be taken in promptly, the crew shall be paid overtime at road rates from the time first stopped until finally released from duty.

- Terminal time will be paid on the minute basis, each three minutes to count as one mile.
- Time paid as terminal time may be used to make up the minimum day.
- Time paid as terminal time will not be included when computing road overtime.
- 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.

## **1.6 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 Inspection**

Locomotive Engineers obtaining or delivering locomotives from or to shop tracks shall be paid an arbitrary payment (XTP) for performing inspection duties (see article 99.1).

## **1.8 Placing or Putting Train Away**

Passenger train crews at terminals will be paid a minimum of one hour at through freight rates when required to put away train on completion of trip and a minimum of



one hour at through freight rates when required to place train at station before commencement of trip. This provision not to apply to trains not making their daily minimum mileage

## **1.9 Handling Freight Cars**

Passenger crews when handling a freight car, or cars, (not express) enroute, will be paid through freight rates for the actual mileage with such car or cars.

## **1.10 Protecting Passenger Service**

- A. Locomotive Engineers regularly assigned to freight service called for extra passenger service, will be paid through freight rates.
- B. Conductors regularly assigned to freight or passenger service called for extra passenger service will be paid through freight rates.

## **1.11 Crew Returned To Different Point**

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

## **1.12 Paid cancellation**

Locomotive Engineers and Conductors employed in passenger service that are cancelled, shall be paid their lost trip(s).

## **1.13 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.

## **1.14 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)

## **1.15 Accommodation for Passenger Trainmen**

Suitable accommodation will be provided for passenger crews required to lay over at turnaround points.

## **1.16 Uniforms**

- A. Conductors regularly assigned to passenger or mixed train service and required to wear uniforms, will be supplied with uniform free of cost to them.

B. Conductors assigned to passenger service, who are entitled to, and follow, such service permanently, will be supplied annually with:

- **Two Uniforms**
- **One Parka (when required)**
- **One Nylon Jacket (when required)**
- **Four Uniform Shirts**
- **Two Ties**
- **One Sweater or Vest (optional)**

The above will be supplied to employees coincident with bulletining of runs under Articles 40 and 41.

- C. Spare passenger Conductors will be supplied with new uniform as required.
- D. Other employees who are liable to be used in passenger service, and who wish to equip themselves for such service, may obtain uniform on application. Replacements will only be authorized as required, dependent on the condition of the old uniform and the previous service performed in which the wearing of a uniform was necessary. Individuals who fail to secure uniforms under this arrangement will not be considered as available for passenger service and may be run around in manning passenger service, and when so run around are not entitled to mileage referred to in article 25.12.
- E. Instructions with regard to uniform dress will be issued by the company and will be adhered to by the employees concerned.

### **1.17 Definition of a Separate Run**

Engineers and Conductors 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.

### **1.18 Conductor Only Passenger Assignments**

Locomotive Engineers and Conductors in passenger service shall be paid, in addition to their regular earnings, the amount in accordance with the Length of Run allowance contained in article 99.1. 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

- A. Rates of pay Locomotive Engineers and Conductors, in through and irregular freight work, wreck, construction, and all other unclassified service, shall be as shown in Article 99.1.
- B. Locomotive Engineers, Conductors and brakeman in any class of freight service will be entitled to the allowance specified in Article 99.1 per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal.
- C. Locomotive Engineers, Conductors on trains on which no brakeman forms part of the crew consist will be paid the allowance specified in Article 99.1 per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty. This allowance will not be used to reduce guarantees.
- D. Locomotive Engineers used as trainmen will be paid at Engineers rates.

### 2.2 Basic Day and Overtime

- A. In all classes of service, other than passenger, time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty at terminal.
- B. In all road service, except passenger service 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.
- C. On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at a rate per hour of 3/16 of the daily rate (equivalent to 18 3/4 miles per hour).

- D. In through freight, extra passenger and work service turnaround runs 100 miles or more in each direction shall be paid as separate trips, outbound trips being completed on arrival at turning point.

## **2.3 Straight-Away or Turnaround Service**

- A. Engineers and Conductors 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.

**Note:** This article does not apply when called for Work, wreck or Construction service.

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

## **2.4 Initial Terminal Time**

- A. Initial terminal time will be paid for on the minute basis at pro rata rate (each 4.8 minutes to count as one mile), computed from the time required to report for duty until engine passes outer switch (i.e., main track switch connecting with the yard track) of the yard in which the train originated with the following exceptions:
  - i. At terminals where there is a series of yards, when trains pick up or set out a car or cars, or perform switching in a yard in the terminal after leaving the yard in which the train originated, the initial terminal time will cease at the time the engine passes the outer switch of the last yard in the terminal.
  - ii. When trains (such as express or mixed trains) originate at the passenger stations and no car is picked up or set out in a yard at the terminal after leaving the passenger station, initial terminal time will cease at time of departure of train from passenger station.
- B. Time paid as initial terminal time will be deducted in computing overtime, and will not be used to make up the basic day.
- C. This Article does not apply to work or construction service on which initial terminal time will be included in time for computing overtime under Article 2.2.
- D. 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.

## 2.5 Final Terminal Time

- A. Final Terminal time will be paid for on the minute basis at pro rata rate (each 4.8 minutes to count as one mile), computed from the time engine reaches designated main track switch connecting with the yard track, provided however that:
  - i. Engineers and Conductors on overtime on arrival at the point where final terminal time begins will be paid final terminal time until crew is released from duty at a rate per hour of three-sixteenths of the daily rate.
  - ii. Engineers and Conductors not on overtime on arrival at the point where final terminal time begins but the overtime period commences before crew is released from duty will be paid final terminal time at a rate per hour of one-eighth of the daily rate up to the time when overtime commences, and at a rate per hour of three-sixteenths of the daily rate thereafter until released from duty. The overtime period commences when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by twelve and one-half.
- B. Should train be delayed at semaphore, yard limit board or behind another train similarly delayed, time shall be computed from the time the engine reaches that point until the time the Crew registers off duty, but should the crew be held on duty thereafter to perform service in connection with their own train, or terminal switching, (full crew to be used) the terminal time will be extended to include the time so occupied.
- C. At terminals where there is a series of yards when a car or cars are picked up or set out or switching is performed in yards prior to reaching the yard to which train is destined final terminal time will be computed from the time engine reaches the designated main track switch connecting with the yard track of the first yard in the terminal.
- D. When the passenger station is the destination of the train, and no car is picked up or set out in the yard at the final terminal before arriving at the passenger station, final terminal time will be computed from the time of arrival at passenger station.
- E. Time paid under this Article will not be used to make up the 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 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.

## **2.6 Inspection**

Locomotive Engineers obtaining or delivering locomotives from or to shop tracks shall be paid an arbitrary payment (XTF = Freight : XTW = Way Freight ) for performing inspection duties (see article 99.1.)

## **2.7 Released at Final Terminal**

Where yard engines are on duty, Crews 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 Crews will do yard switching and will be considered as in continuous service.

Road Crews in straight-away service whose tour of duty requires them 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 they have been on duty nine hours. When released under this paragraph the crew will not be considered tied-up between terminals under the provisions of Article 14.

## **2.8 Trip Mileage**

- A. When initial and final terminal time are payable under this Article, the trip mileage will be computed from the point where final terminal time begins and will include all miles run between such points.
- B. When initial and final terminal time are not payable under this Article, the trip mileage will include the miles run in the initial and final terminals.

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

Actual mileage run will be allowed to Engineers and Conductors.

- i. Taken from trains on the road to assist other trains.
- ii. Doubling grades.

- iii. Running for fuel and/or water.
- iv. Plowing and/or flanging side tracks.
- v. When run more than one mile off main line.
- vi. 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.
- vii. 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.

## **2.10 Side Trips**

- A. Locomotive Engineers and Conductors 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 2.9
- 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

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

- A. Locomotive Engineers and Conductors 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.

## **2.12 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:

- i. 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.
- ii. 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.
- iii. 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.

“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.

## **2.13 Combination Service**

- A. Engineers and Conductors 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. When an Engine Service Brakeman 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.
- C. When a trainman is engaged during a trip or day's work partly as a conductor and partly as a brakeman or baggageman, they will be paid for the entire service at the rate of pay of the highest rated occupation in which they was engaged.



## **2.14 Through Freight Rates**

- A.** Through freight rates will be paid and through freight conditions will apply to trainmen in the following instances:
  - i. Trainmen running with light engine or with engine and caboose.
  - ii. Trainmen running with sperry car which does not test between initial and final terminals.
  - iii. Trainmen running in snow service with plow only.
- B.** The payment of through freight rates and conditions means that initial and final terminal time are payable and that the trip mileage is computed from the point where initial terminal times ceases to the point where final terminal time begins and will include all miles run between such points subject to Articles 2.4 and 2.5..

## **2.15 Conversion Rule**

- A.** Trainmen on through freight and mixed trains, required to load and unload wayfreight or Railway's material or switch enroute, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and or picking up a car (or cars) handled in their own train, will (unless through freight basis including time allowable at overtime rate for the trip amounts to more) be paid at wayfreight rates for time so occupied, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day and pay not to be in excess of wayfreight rates for the full trip. In calculating time engaged in performing the work referred to under this rule, it is understood that the time will be continuous from the time such work is first started until it is finally completed.
- B.** Through freight or mixed train crews making more than five stops to take on or set out a car (or cars) or who make more than ten switches enroute, or a combination of seven movements of such service, will be paid wayfreight rates for the trip.
  - i. At points where a STOP as above is counted, any SWITCHES made should not be counted, and vice versa.
  - ii. Switching enroute does not include switching at terminals before departure or after arrival of train.
  - iii. Stops and switches to set out bad order cars shall not be counted in applying this article.

## **2.16 Way Freight Handling**

- A. The Railway will arrange their wayfreight train service to avoid the handling of shed freight at night or on Sundays. No wayfreight will be started before 0400 hours or later than 1200 hours, and trainmen will be permitted to discontinue the handling of shed freight after 2000 hours.
- B. Trainmen will not be required to put freight in warehouses or sheds, except in cases of stress of weather, perishable freight, or an exceptional heavy piece. At points where freight is handled directly between cars and warehouse, also where there are no Agents and shelter is provided, freight will be housed.

## **2.17 Unassigned Service**

- A. Unassigned crews will run first-in, first-out of the terminals on their respective subdivisions except as otherwise provided in this Article.
- B. Crews in unassigned and irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided:
  - i. that the mileage of all the trips does not exceed 120 miles;
  - ii. that the distance run from the terminal to the turning point does not exceed 30 miles; and
  - iii. they shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to first in-first out rule or practice.
- C. An unassigned crew which has come on duty in turn will remain with the train called for even though another crew comes on duty later and gets out of the terminal first. The first crew called will not be considered "run around" under these circumstances. This provision has been adopted as an operating convenience under certain circumstances and is not designed to circumvent the requirements of Article 25.12.
- D. When regular passenger train assignments extend over more than one subdivision and unassigned trainmen are required to augment the assigned crew, such men may be used through an intermediate terminal in the same manner as the assigned crew.

## **2.18 Light Running**

Train Crews running with light engine or with engine and van will be paid through freight rates.

## **2.19 First Crew to Deadhead**

When a deadhead crew is required, the first crew out will be called to deadhead and will hold its turn out at the distant terminal

## **2.20 First Meal Entitlement**

- A. Engineers and Conductors in any class of road service are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of this Article.
- B. Crews 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 2.22 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 2.23.
- C. In the application of this Article, where the words "supervisory employee" appears, they shall mean:
  - i. at the initial or final terminal, the Manager Train Service or proper company officer where such are employed at that location;
  - or
  - ii. in all other cases, the RTC.

## **2.21 Use of Eating Facility**

- A. At the initial terminal of their run, Engineers and Conductors 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 crew to take the opportunity to use an eating facility, if they so desire, after 3 hours on duty. Employees declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.
- B. When Engineers and Conductors exercise 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 Article 26. Time shall be calculated from the time transportation is made available to the employee. This

Clause (b) shall only apply in instances when the train is delayed solely as a result of the employees using an eating facility.

- C. Except as otherwise provided by this Article 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 Second Meal**

- A. Train Crews 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. Train Crews 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 crew 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. Crews declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.
- C. Train Crews who, pursuant to Article 2.21, have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted 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 2.21(c).
- D. All members of the train and engine crew will take the opportunity for a second 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 Article 26..

## **2.23 Second Meal at Final Terminal**

- A. Provided that they have been on duty at least 9 hours, Crews 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.

**Note:** In the application of this Article, Train Crews 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 Crews will be allowed to eat.

- B. This second meal will be taken in accordance with the provisions of Article 2.22 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 Transportation to Eating Facility**

- A. When Train Crews are allowed to use an eating facility, the company will provide or arrange transportation to a facility at that location. Employees 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 Early Report or Late Release**

Engineers and Conductors required to report for duty prior to the starting time of the crew as a unit, or required to remain on duty after the crew as a unit has been released from duty, to perform special service such as accompanying locomotive to or from the shops, will be paid for such excess time so occupied on the minute basis (each 4.8 minutes to count as one mile, with a minimum of three miles), and such time will not be included in computing overtime nor will it be used to make up the basic day.

## Article 2A Conductor Only Operation

### 2A.1 Length of Run Allowance

With respect to Locomotive Engineers operating within freight service will receive Length of Train and Length of Run Allowance as described in Article 99.1. Such allowances replace any reference to similar allowances in the current collective agreement.

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 99.1.

### 2A.2 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.3 Setting Out or Taking On Cars Enroute in a Conductor Only Operation

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.4 Enroute**

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;

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.5 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 Service**

### **3.1 Rates of Pay in Yard Service**

Rates of pay in yard service shall be as shown in Article 99.1.

### **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 Engineers and Yardmen**

Spare Locomotive Engineers and Yardmen 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.
- iii. Regular relief assignments for yard crews will be established for the crew as a unit.



### 3.4 Overtime

- A. Employees, including spareboard employees, who work more than five straight time eight hour shifts in any one class of service in a work week or more than six straight time eight hour shifts in two classes of 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.
- B. When employees 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.
- C. There shall be no overtime on overtime, neither shall overtime hours paid for nor time paid for at straight-time rates for work referred to in sub-paragraph (A) of this paragraph be utilized in computing the 5 straight-time shifts referred to herein; nor shall time paid for in the nature of arbitraries or special allowances such as:
- i. attending court
  - ii. company-initiated meetings
  - iii. inquests
  - iv. investigations
  - v. examinations
  - vi. deadheading
  - vii. jury duty
  - viii. bereavement leave, etc.

be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

- D. 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

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

- I. are not required to work on a general holiday falling on one of his/her regular assigned working days but qualify for general holiday pay; or
- II. work the general holiday and are paid time and one-half for such work will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

### **3.5 Fixed Starting Times**

- A. Regularly assigned yard crews 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 crew 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.
- I. Yard Crews will regularly work the same shifts, seniority to govern, except where at present working different shifts by rotation, such practice to continue.

### **3.6 Assigned Hours**

Yard crews shall be assigned for a fixed period of time, which shall be the same hours daily for all regular members of the crew. Such hours will be relaxed only to

the extent provided in Article 3.3(d)(i). So far as it is practicable assignments shall be restricted to eight hours work.

### **3.7 Commencing and Relief from Duty**

The working time of yard crews will commence at the time required to report for duty and do report; and will continue until they are relieved from duty at end of day's work. Yard crews will be relieved at yard in which they commenced work.

### **3.8 Lunch Time**

- A. Yard crews will be allowed one hour for lunch between 4 and 4 1/2 hours after starting work without deduction in pay.
- B. Yard crews will not be required to work longer than 4 1/2 hours without being allowed one hour for lunch with no deduction in pay or time therefore.
- C. Yard crews 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.
- D. 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.
- E. When it is determined that more than 1 hour of overtime work is required, the yard crew will advise the supervisor if they wish a hot meal. Upon receipt of such advice the supervisor will arrange the work in such a manner that the crew 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.

### **3.9 Yard Work Defined**

- A. Yard crews will do all transfer, construction, maintenance of way, and work train service, exclusively, within switching limits (this not to interfere with work allotted to regularly assigned work train crews), and will be paid yard rates for such service.
- B. Switching limits to cover all transfer and industrial work in connection with terminal.

- C. Temporary work train service, necessitating movement of trains outside of terminals, will be performed exclusively by road crews.
- D. Assigned work trains delayed temporarily may be used for work in terminals such as distribution of material etc.
- E. Incidental movements in Cochrane when Mechanical Department track mobile is temporarily out of service.
  - i. Mechanical Department employees would only use a locomotive to move equipment when no yard crews are on duty.
  - ii. Mechanical Department employees would only use a locomotive on an incidental basis when there is no other means of moving equipment.
  - iii. In any case, switching movements will only be performed within existing shop track limits unless mutually agreed to.

### **3.10 Working Outside Switching Limits**

#### **A. Emergency Road Service**

When regularly assigned to perform service within switching limits, yard crews shall not be used in road service when road crews are available except in case of emergency. When yard crews 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 crews be considered as available?

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

#### **B. Switching Service**

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

### **3.11 Assigned to Other Duties**

- A. Yard employees relieving other assignments will be paid the applicable rates for the class of service performed.
- B. Yard employees will not be required to couple or uncouple hosebags, or chain up cars in yard or on repair tracks where car repairers are on duty.

- c. Employees relieving yard assignments will be paid the applicable yard rates.

### **3.12 Points for Going On and Off Duty**

Yard crews shall have a designated point for going on duty and a designated point for going off duty. The practice of crews 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 yard crews 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.

### **3.13 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 Local Chairman. Yard or cautionary limit boards may or may not indicate switching limits.

### **3.14 Extra Yard Work**

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

### **3.15 Exchange of Shifts for Yardmen**

Upon the prior concurrence of the Crew Management Centre, regularly assigned Yardmen may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

- i. Employees will be limited to two exchanges per calendar month.
- ii. In the application of this paragraph, the company shall not be subject to any claim for additional payment by the employees exchanging shifts.

### **3.16 Combination Service**

Engineers and Conductors performing more than one class of yard service in a day, will be paid for the entire service at the highest rate applicable to any class of service performed. .

### **3.17 Conductor-Only Yards**

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

### **3.18 Rain suits**

Yard crews regularly assigned to yard service will be supplied rainsuits, as required.

### **3.19 Shelter for Yard Crews**

At points where a yard engine is employed, suitable shelter will be provided for the accommodation of yard crews - same to be kept clean and heated.

## **Article 4 - Snow Plow Service**

### **4.1 Freight Rules Apply**

Train crews handling snow plows only will be paid on a straight-away basis. Initial and final time will be paid as under Freight Rules.

### **4.2 Snow Plows**

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

### **4.3 Switching at Terminals and Enroute**

Train crews coming in from snow plow trip will not be required to do any switching at terminals, except to put their train away, if no yard locomotive is immediately available. At points enroute, train crews 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 Rates of Pay

- A. The following freight service rules apply to work train service:
  - 2.1 Rates of Pay
  - 2.2 Basic Day & Overtime (**paid at yard rates**)
  - 2.3(b) Called for Straightaway or Turnaround Service.
  - 2.6 Inspection
  - 2A Conductor Only Service
- B. 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.

### 5.2 Work Train Guarantee

Train crews 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. Train crews assigned to work trains for five days per week will be given transportation to their home station closest to principle place of residence as identified in article 43.1, and allowed to go home for Saturdays and Sundays. When train crews can go home for Saturdays and Sundays they will not be paid.
- B. Train crews assigned to work trains in excess of five days per week will be given transportation to their home station closest to principle place of residence as identified in article 43.1, and allowed to go home for Sundays. When train crews can go home for Sundays they will not be paid.

### 5.4 Sleeping Quarters

Sleeping quarters will be provided as per article 29.1

### 5.5 Mileage Regulations

Train crews on work train held away from points where spare employees are stationed will advise their designated Railway officer in sufficient time to permit them to get spare employees 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 Crewing Work Trains**

- A. Work trains going on for seven days or more will be bulletined over the entire system. In the event of no applications being received, the junior qualified individual on the system will be forced.
- B. Advance notice of known work trains will be provided at the earliest opportunity by the CRTC through the Crew Management Center.
- C. Senior individuals will have choice of assignment when two or more work trains are working at the same time.
- D. Unassigned Conductors ordered at the home terminal for work train service may be called for six days or less and will protect the work train assignment for that period whether tied up at the away-from-home terminal or enroute.
- E. 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.
- F. 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 Operation of Work Trains**

Ten (10) Consecutive Days - When required for operational purposes and notwithstanding the provisions of Article 5.3 two five day periods may be combined into one ten day period with four consecutive days off. Train crews assigned to such work trains will be given transportation to their home station closest to principle place of residence as identified in article 43.1, and allowed to go home for the four days off. Train crews 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.



## 5.8 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. **Such time calculated will be paid at yard rates.**
- 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.

## 5.9 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.

## 5.10 Meals and Lodging

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

- A. Meals: \$35.00 per day when tied up at other than terminal considered their normal place of residence.
- B. Boarding: Engineers and Conductors 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.

- C. Work Trains will not be tied up at locations where restaurants or grocery stores are unavailable for longer than two working days and one overnight unless meals are provided for by the company.

## Article 6 - Roustabout Switching Assignments

### 6.1 Definition of Assignment

- 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 and Conductors 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 and Conductors 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 Definition of Assignment

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 Rates of Pay

Crews 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 with a minimum of 3,000 miles per month.

## Article 8 – Guarantees

### 8.1 Minimum Guarantee - Freight Service

- A. Engineers and Conductors in through freight service who do not lay-off of their own accord, will be paid not less than the equivalent of 3,000 miles in any one month. This will not apply to spare men. This provision will not prevent crews from

making as many miles as they are consistently able to make, provided they take the proper rest, up to the maximums specified in Article 44.

- B. Under this article, regularly set-up crews running only a part of a month will be paid for such mileage at the rate of 100 miles for each day; rest booked will not be considered as a lay-off.

### **Minimum Guarantee - Mixed Service**

- A. The guaranteed minimum for mixed train crews required to handle wayfreight regularly is 3,000 miles per month at wayfreight rates.
- B. The guaranteed minimum for mixed train crews not required to handle wayfreight is 3,000 miles per month at through freight rates.
- C. Mixed train crews may be used in extra service to complete guarantees.
- D. When a mixed train crew regularly required to handle wayfreight is used in extra service as a unit, such extra service shall be paid at wayfreight rates until 3,000 miles is made in combined regular and extra service in any one month. Extra service after 3,000 miles has been made in any month shall be paid at the rate applicable to the service for which called.
- E. When an individual member of a mixed train crew is used in other service and crew not used as a unit, such extra service shall not apply against the guarantee, and shall be paid at the rate applicable to the service for which called.

### **8.3 Minimum Guarantee - Assigned Service**

- A. Regular assignments may be established in through freight, wayfreight, wreck, work and construction service to operate in accordance with the requirements of the service provided that trainmen on such assignments are guaranteed 3,000 miles per month. The guarantee shall be reduced by 100 miles for each general holiday occurring in any month. If through act of Providence, it is impossible to perform regular service, guarantee does not apply.
- B. Crews may be used in other service to complete the guarantee when, for any reason their assignment is discontinued. When so used, they shall be paid at the rates applicable to the service performed subject to a minimum allowance for each day used equal to the daily earnings of their regular assignment.

### **8.4 Minimum Guarantee - Yardmen**

- A. Regularly assigned yardmen on permanent assignments will be paid not less than five days in any one work week exclusive of overtime. In any one work week in

which one or more general holidays occur, the work week guarantee shall be reduced by the number of general holidays occurring in the work week. Extra service may be used to make up the guarantee.

- B. In a work week in which a general holiday occurs, time worked on such holiday or holiday pay will not be used to make up the guarantee. In the application of the preceding sentence, in situations where an employee is assigned to a relief assignment which works two shifts on the general holiday, only the first shift will be considered as "Work on the general holiday".
- C. Yardmen in regularly assigned service laying off of their own accord or where the permanent assignment is on for only a part of the work week, will receive their full proportion of the work week guarantee. Classed yard foremen filling permanent assignments as yard helpers, who are taken from their assignments to work as yard foremen on a temporary vacancy or temporary assignment will be entitled to the guarantee.

**Note:** This Article 8.4 does not apply to spare men.

## **8.5 Monthly Guarantee - Passenger Service**

Regularly assigned passenger crews who are ready for service the entire month and who do not lay off of their own accord, shall receive the amounts specified in Article 99.1, exclusive of overtime earned, if any, for the calendar month.

## **8.6 Proportion of Monthly Guarantee**

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

## **8.7 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.

## **8.8 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.

## Article 9 - Pilots and "In Charge" Conductors

### 9.1 How Determined

When a pilot, as defined in the operating rules, is required, a competent man will be supplied in addition to the regular crew. A man unfamiliar with the physical characteristics of the road will not be required to go.

### 9.2 Rates of Pay

- A. Trainmen acting as pilots will be paid conductors' through freight rates.
- B. 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.

### 9.3 In Charge Conductors

- A. An "in charge" conductor will be furnished on track testing (sperry) cars operating on main lines.
- B. An "in-charge" Conductor will be furnished speno type self-propelled rail grinder equipment (or similar) operating on main lines. When flagging is required a brakeman will also be supplied.

### 9.4 In Charge Locomotive Engineer

An engineer in charge of a locomotive over a subdivision with which they are not familiar, will be furnished with an engineer, if available, as pilot, in addition to engine crew.

**Note:** In the application of this Article, the number of trips over a particular subdivision during which a locomotive engineer is furnished a pilot before they are considered "familiar" with such subdivision will be the subject of local agreement between the appropriate officer of the company and the Local Chairman. 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 Local 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 - Consist of Crews

### 10.1 Mixed Train Service

- A. All mixed trains will have at least two Locomotive Engineers, one Conductor, and one Assistant Conductor/ Baggage man.
- B. An extra Baggage man will be called when more than five coaches are required in consist.

**Note:** Second Engineer will be responsible to line switches in/out of sidings and assist with online or terminal switching when required.

### 10.2 Passenger Train Service

- A. All passenger trains will have at least one Conductor subject to the provisions of article 10.3.
- B. Passenger trains having 5 or more working coaches will have 1 Conductor and 1 Assistant Conductor who will work under the direction of the conductor to help with the collection of transportation and 1 brakeman subject to the provisions of Article 10.6.
- C. In the application of Clause (B) above, when an assistant conductor is necessary on an intermittent basis, a spare conductor will be called in accordance with calling procedures.
- D. In the application of Clause (B) above, when an assistant conductor is used they will go through to the final terminal of the assignment.
- E. When a passenger train has cars to pick up enroute which will increase the number of cars to the level specified in Clause (B) the assistant conductor required by Clauses (C) and (D) will be taken from the initial terminal.
- F. When a passenger train operates with a working baggage car, a train baggage man will be assigned. Such baggage man will operate and cycle independent from the balance of the train crew.
- G. In the absence of an Assistant Conductor and or Baggage man, the second Engineer shall, when required, assist the Conductor with the en-training and de-training of passengers and the loading and unloading of baggage.

### 10.3 Conductor Only Passenger Trains

- A. Article 99.1 - Length of run allowance to be paid to crew members

- B. Northlander equipment to be arranged to load at one door
- C. More than three working coaches requires an Assistant Conductor – Diner not normally considered a “working coach”.
- D. Assistant Conductors will be called when more than three coaches North Bay to Toronto. Note: This does not include passenger coaches in non revenue service (Ex Go coach)

#### **10.4 Freight Train Service**

- A. All trains in any class of freight service on any subdivision on the system may be operated conductor only when such trains run with an end-of-train unit. The crew consist for those freight trains operating without an end-of-train unit will be at least a conductor and one brakeman.
- B. Employees hired subsequent to November 25, 1996 will not be entitled to the length of run allowances identified in Article 99.1.
- C. In unassigned freight pool service where there are a number of Conductors Only crews, those crews having a brakeman assigned to them will be determined by Conductor’s seniority.

#### **10.5 Yard Service**

A yard crew shall consist of not less than one Engineer and, one Conductor in accordance with Article 10.6.

#### **10.6 2004 Protected Employees**

- A. Employees with a seniority date prior to the signing of this agreement will be designated as 2004-protected employees.
- B. Conductors, Yard Foremen and Mixed Extra Crew shall be essential positions
- C. The following will be considered reducible positions
  - Brakeman Passenger Service
  - Yard Helper positions
- D. 2004-protected employees will be entitled to work at their home terminal provided essential positions are filled. If all essential positions are filled and there is a surplus at any terminal, 2004-protected employees will be required to fill reducible positions. At the point when it is known that there is a surplus of employees on the

spareboard, 2004-protected employees will be called in seniority order to determine if they wish to move to a reducible position. In all cases, the junior individual must fill the reducible position.

- E. In the event that all reducible positions in a terminal are filled, and a surplus still exists, the junior individuals will exercise their seniority on the system.
- F. Reducible positions that are vacated on a temporary basis will not be bulletined nor relieved off the spareboard.
- G. A shortage will be deemed to exist when there are not enough 2004-protected employees in the terminal to fulfill the spareboard mileage regulation requirement under Article 44.1.
- H. In the event of shortages, the junior person on the system working a non-essential position will be required to exercise to an essential position, if seniority permits, or transfer in accordance with Article 31. In the application of Article 31, if the junior person is forced to transfer, they will be paid expenses in accordance with Article 28.1. Men who are transferred under this provision will be entitled to return to their home terminal as soon as they stand for an essential position there, or when the shortage no longer exists.

## **10.7 Spareboards**

- A. Spareboards - North Bay and Englehart shall consist of seven (7) essential positions and. Cochrane will consist of three (3) essential positions at Cochrane.
- B. The spareboard in Cochrane shall protect assignments in Cochrane and all points north and west of Cochrane.
- C. Bi-monthly mileage checks will be used to determine the requirements of the next half-month subject to any ad-hoc agreement between the Company and the Union regarding future requirements.

## **Article 11—Tending Locomotives**

### **11.1 Housing and Taking Locomotive Out**

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.



## 11.2 Watching or Tending Locomotives

- A. Engineers 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 Rates of Pay

- A. Engineers and Conductors deadheading or travelling passenger will be paid same mileage and rate (and overtime earned if any) of the corresponding men in charge of the trains on which they travel. Passenger rates will apply when deadheading on passenger trains, buses, or other highway vehicles.

**Note:** But not less than the minimum day in the class of service in which regularly employed.

- B. Deadheading is miles involved between terminals at rate of corresponding men in charge of trains on which they travel. This will be wayfreight, through freight or passenger. Initial and final terminal time is not allowed except that initial terminal time will be used in calculating overtime.

### 12.2 Transportation for Deadheading

When, under the terms of this Article, an employee is entitled to compensation for deadheading, the company will provide or arrange for, the necessary transportation. When company or public transportation is not available and an employee is authorized by the company to use his/her private automobile, he/she will be reimbursed as per company policy for the miles travelled via the most direct highway route.

### 12.3 Exercise of Seniority or Mileage

Employees when deadheading to exercise seniority rights or returning after having done so, or as a result of the application of mileage regulations for trainmen or maximum hours regulations for yardmen will not be entitled to compensation therefore.

**Note:** Deadheading will not be paid to employees deadheading to relieve another employee for mileage or returning from such relief.

## **12.4 Relief Work**

Deadheading in connection with relief work which men have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed, any such deadheading will be paid for.

## **12.5 Deadheading Into Service**

- A. 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 1.5, 2.4 and 2.5 (Terminal Time) will apply when deadheading and service are combined.
- B. 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.

## **12.6 Intermediate Point**

Engineers and Conductors in Passenger Service required to deadhead to an intermediate point, returning thence to initial point in service, shall be paid on the basis of continuous time if the distance to the turning point is less than 150 miles. If 150 miles or more to turning point, pay shall be as two separate days the going trip being completed on arrival at turning point, and time at turning point considered as initial detention on return trip.

## **12.7 Used Further at Outlying Point**

Engineers and Conductors moving from their home terminal to any outlying point on their own time to relieve on account of mileage limitations, and after performing the relief is used further at that point to relieve on account of sickness, leave of absence or similar reasons, will be allowed deadhead mileage in one direction.

## **12.8 Yardmen**

Where in the application of the five day work week, the company is compelled to order yardmen to go to a subsidiary or outlying point because (1) no spare board has been established there, and (2) sufficient regular relief assignments cannot be set up to take care of all days off, resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will

co-operate in working out suitable arrangements in individual cases with the view to providing relief at minimum expense to the company. A yardman exercising seniority to a job or assignment will not be paid deadheading.

### **12.9 Position Not Bid**

Any position, temporary or permanent, which has been advertised and has not been bid or claimed and the junior qualified individual is forced onto the vacancy, deadheading shall not be paid for as this is termed exercised seniority.

### **12.10 Closest Possible Means of Transportation**

Employees required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required. Employees required to deadhead to and from Hearst who elect to use their own automobile will be reimbursed for expenses **in accordance with the company policy.**

### **12.11 Use of Personal Automobile**

Nothing in this Article 12 will be construed to imply an obligation on any employee to use their own automobile for deadheading.

### **12.12 Released from Vacancy**

If a man is sent temporarily to fill a vacancy and is paid deadheading in both directions to protect the job for a successful applicant, they will remain with the job until the successful applicant arrives. The successful applicant will be placed on the job as promptly as reasonably possible.

If an assigned man bids out they will be expected to remain with their assignment until the vacancy so created can be bulletined and filled in the recognized manner.

### **12.13 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 99.1.

### **12.14 Protecting service in Other Terminals**

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

## **12.15 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.

### **Article 13 - Locomotive Engineers Inspection**

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 an arbitrary payment as per article 99.1.

#### **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.

**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 Road Service**

Train Crews 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. Crews 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 crews 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 crew be left without an engine.

#### **14.2 Work Train Service**

- A. Train Crews 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). Crews 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, crews ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

- B. Train Crews 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.

### **14.3 When Applicable**

Train Crews 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 Payment**

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

- A. Employees will be paid actual time lost; when no time lost, pay will be allowed hour for our for the first eight hours in each twenty-four hour period so held at a rate per hour of 1/8 of the daily rate applicable to the service in which usually assigned and in no case less than a minimum of four hours.
- B. Employees 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.
- C. Employees who are on night duty shall not be required to attend investigation into a matter duly reported until they have had at least 8 hours rest, except in extreme cases.

### **15.2 Expenses**

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

### **15.3 Allowance for Deadheading**

In the application of this rule, an allowance will be made for deadheading under Article 12.

## **Article 16 - Called and Cancelled**

### **6.1 Payment**

- A. Employees called for service and afterwards cancelled, will be paid a minimum of 100 miles at the pro rata rate of pay applicable to the class of service called for.
- B. Employees in unassigned service who are allowed 100 miles or over will be dropped to the bottom of the list.
- C. This Article shall not apply to employees who after reporting for duty are held on duty and used in service other than that for which originally called.

## **Article 17 - Held away from Home Terminal**

### **17.1 Payment**

Engineers and Conductors 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 trainmen 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.

### **17.2 Rest Booked**

When men 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.

### **17.3 Separate Payment**

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

### **17.4 Home Terminal Designated**

For the purpose of applying this article, the railway will designate a home terminal for each crew in pool freight and unassigned service.



## 17.5 Minimize Layover

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

## 17.6 Conductor Only Freight Held Away

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 18 - Picking Up and Setting Out Diesel Units

### 18.1 Coupling Diesel Unit(s)

- A. Locomotive Engineers and Conductors 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 99.1.
- B. 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.
- C. 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.
- D. Employees who are required to set out or lift a diesel unit (or units) at a terminal and who, while performing this service, are required to make or break connections will be paid for each unit or units set out or lifted at the rate contained in Article 99.1.

**Note:** This payment will be made for making and/or breaking of connections only and has no relation to the amount of units in the consist or consists. This payment is not made for the movement nor turning of units.

**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 19 - Attending Court

### 19.1 Payment

Engineers and Conductors 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:

- i. Engineers and Conductors 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.
- ii. Engineers and Conductors 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.

### 19.2 Expenses

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

### 19.3 Court Witness Fees

- A. Court witness fees and mileage will be assigned to the Railway.
- B. Should court witness fees be greater than the allowance under this schedule the employee will receive the full amount allowed by the court.

**Note:** In application of this Article no allowance will be made for deadheading under Article 12.

## Article 20 - Jury Duty

### 20.1 Payment

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 their scheduled assignment shall be paid for actual straight time lost with a maximum of

one basic day's pay at straight time rate of their 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 their vacation dates may reschedule such vacation because they were called for jury duty.

## Article 21 - Time Returns

### 21.1 Service Paying Freight Rates

- A. In preparing trip tickets covering service paying freight rates, conductors will show time required to report for duty, time engine passes designated outer switch, time engine reaches designated outer switch and time off duty. If switching is ordered, time occupied in switching to be shown.
- B. 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.

### 21.2 Time not allowed

When there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the employee advised within thirty calendar days from the date of receipt of ticket regarding the portion which is not allowed together with the reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any return is disallowed such time return will be returned to the employee within thirty calendar days by the proper officer of the railway, otherwise such claim will be paid. When a time return is returned each employee whose name appears thereon will also be advised.

**Note:** The time limit of thirty calendar days does not apply to claims for guarantee payments in Article 8.

### 21.3 Broken Time

- A. Employees prevented from completing a 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.
- B. Employees prevented from completing a day's work due to injury sustained on duty will be paid for loss of wages for the tour of duty and the return tour of duty if applicable.

- c. Employees called to relieve other employees for completion of a day's work due to illness or injury on duty will be paid not less than a basic day's pay.

## **21.4 Short Pay**

- A. An employee will be considered short paid when not in receipt of compensation to which entitled on the designated pay day for the pay period in which the claim for such compensation was submitted.
- B. An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage provided that:
  - i. the amount short paid is equivalent to or more than a basic day; and
  - ii. the time return involved was submitted promptly in accordance with the provisions of this Article. Such voucher will be issued within three working days (i.e. excluding weekends and General Holidays) of the employee's request.
- c. Vouchers will not be issued in respect to:
  - i. claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

## **21.5 Submission of Wage Tickets**

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 of completion of tour of duty must be presented to Manager Train Service for payment.

## **Article 22 - Probationary Period**

### **22.1 Probationary Period**

New employees will be considered on probation until they have completed six months' continuous employment relationship. If found unsuitable prior to the expiration of such probationary period, an employee will not be retained in service under this agreement. This action will not be construed as discipline or dismissal under the terms of this agreement.

### **22.2 Seniority**

Employees retained beyond the probationary period will be accorded seniority from date of last entry into the service.

## Article 23 - Holding Tickets

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

- A. All tickets must be entered into the wage claim system, or faxed to Englehart from Hearst for entry immediately 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.

## Article 24 - Cancellation of Regular Assignments

### 24.1 Road Service

Employees in assigned road service whose assignments are to be cancelled will be given as much advance notice as possible. Employees will be paid average earnings of cancelled trip including return portion, if any. The provisions of the Article apply only at the home terminal of an assignment and do not apply to trainmen in those classes of service in which a daily guarantee applies.

### 24.2 Yard Service Notification

Employees 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.

### 24.3 Service Design Changes

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

## Article 25 – Calling Procedures

### 25.1 Time and Means of Calling

- A. 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. Employees will be called

by telephone. When employees are accommodated in the facilities provided by the company, and telephone service is not available, other means may be used for calling. 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.

B. When calling, employees will be called in the following order:

- i. Deadheading
- ii. Mainline Service
- iii. Yard Service

**Note:** When more than one employee is called to protect service at an outlying terminal, order of standing when called off the spareboard will correspond with ordering times of trains at the away-from-home terminal.

## **25.2 Report for Duty**

Unless otherwise advised, Employees will report for duty fifteen minutes in advance of the time for which ordered.

## **25.3 Not Available**

Men regularly assigned to crew, run or yard shift, not available or located when called, will remain out of service until return of crew, or completion of yard shift.

## **25.4 Not Considered Unavailable**

Engineers not working as such (ESB's), holding regular Conductor positions may book themselves unavailable on their regular days off providing there are ESB's available. Failing to book themselves unavailable will make them liable to accept the call in their seniority order.

## **25.5 Subject to Call for Other Service**

Except in cases of shortage of men, men assigned to regular crews or runs, in assigned or unassigned service, will not be subject to call for other service outside of exercising seniority as conductor, unless advised on arrival they may be required.

## **25.6 Decline Call for Promotion**

A. When an Engineer not working as such (ESB) holding a position other than the Conductors Spareboard, declines a call for service as Engineer, they will be held as "Engineer" until the individual called in their stead returns to availability.

- B. When a Conductor not working as such declines a call for service as “Conductor”, they will be held as “Conductor” until the individual called in their stead returns to availability.

## **25.7 Missing Calls**

- A. Spare individuals required will be drawn from the board on the basis of first-in, first-out. Where a spare individual is not available when called, they will be held off the spareboard and placed at the bottom of the spareboard behind the person that was called in their stead when that person returns to availability. In no case will time held off duty exceed five (5) days.
- B. The spare Individual who could not be located will then be listed on the board next below the individual accepting the call. If however, the employee who could not be located is used in an emergency, they will take their place on the list at the completion of the emergency service.
- C. Declining to accept or missing calls will be investigated and in the absence of a satisfactory explanation, such employees are liable for discipline in addition to the above penalty.

## **25.8 Booking “OK as Conductor”**

It is understood where sufficient men are available, one or more conductors holding any position other than Conductor or Spareboard, may according to seniority, book "OK as Conductor", provided there is a known vacancy and it will not interfere with the manning of crews.

## **25.9 Yard Engineers Booking “OK for Road Service”**

It is understood where sufficient men are available, one or more Yard Engineers, may according to seniority, book "OK for Road Service", provided there is a known vacancy and it will not interfere with the manning of crews. Failure to respond under this article will result in a six month suspension from this privilege

## **25.10 Locomotive Engineers Calling Procedures**

### **North Bay - Englehart - Cochrane**

1. Engineers assigned to the train called for
2. Yard Engineers in Seniority order.
3. Senior Road Engineer booked okay for extra shift. (MOA-1) (This step is applicable only if call is for Road Service)

4. Engineer's not working as such (ESB's) holding an assignment other than spareboard in seniority order. Junior available ESB will be held unless Step 5 results in another Engineer accepting the call.

**Available**

- i. Having due regard for Article 27. (Booking rest at terminals)
  - ii. Individuals who book on from mileage any time after 1200 hours on the last day of their checking period up to 2200 hours on that day at which time they return automatically.
  - iii. Individuals returning from vacation are available automatically at 2200 hours of their last day of vacation. (Article 54, Section 2, Note 2)
  - iv. Individuals arriving at the terminal in road service are available at the time of arrival at the outer switch.
  - v. Individuals working a yard are available two hours prior to completion of their shift.
5. Engineer's not working as such (ESB's) on the Conductors Spareboard in seniority order until the ESB standing first on the board is called. The ESB standing first out must respond regardless of seniority.
  6. Engineer's not working as such (ESB's) on the Extra Conductors 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. 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).
  8. Engineers not working as such (E.S.B's) held as a result of missing or declining a call.
  9. Engineers on layoff status in the terminal where shortage exists in seniority order.
  10. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch. Passenger #697 and #222 shall be deemed to have arrived the outer switch at the same time.
  11. If the company elects to call outside the terminal, it will be done in accordance with the following :



- i. Yard Engineer's in seniority order
- ii. Engineer's not working as such, (E.S.B's) holding an assignment other than Conductors Spareboard in seniority order.
- iii. Engineer's not working as such, (E.S.B's) holding a Conductor Spareboard position on a first in first out basis.
- iv. Engineer's not working as such, (E.S.B's) holding a Conductor Extra Spareboard position on a first in first out basis.
- v. Engineer's seniority list (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. (OT rates apply for Yard Service)

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

E.S.B's not work as such holding a position other than the Conductors Spareboard, 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.

### **Hearst**

- 1. Engineer assigned to the train called for.
- 2. Senior Engineer in Yard or Switcher service.
- 3. Engineer's not working as such (E.S.B's) in Hearst in seniority order. The junior available individual will be obligated to protect.
- 4. Yard Engineers at Cochrane in seniority order.
- 5. Engineer's not working as such (E.S.B's) holding an assignment other than the Conductors Spareboard in Cochrane, in seniority order
- 6. Engineer's not working as such (E.S.B's) holding the Cochrane Conductors Spareboard on a first in, first out basis.
- 7. Engineer's not working as such (E.S.B's) holding the Cochrane Conductors Extra Spareboard on a first in, first out basis.
- 8. Engineers seniority list in Hearst. Overtime rates apply for Yard Service

9. Engineers Seniority list in Cochrane. Overtime rates apply for Yard Service
10. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch.
11. If the company elects to call outside the terminal (ie Englehart), it will be done in accordance with the following:
  - i. Yard Engineer's in seniority order
  - ii. Engineer's not working as such, (E.S.B's) holding an assignment other than Conductors Spareboard in seniority order.
  - iii. Engineer's not working as such, (E.S.B's) holding a Conductor Spareboard position on a first in first out basis.
  - iv. Engineer's not working as such, (E.S.B's) holding a Conductor Extra Spareboard position on a first in first out basis.
  - v. Engineer's seniority list (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. (OT rates apply for Yard Service)

**Note:** If the status of an Engineer changes subsequent to call time (Displaced) they shall be entitled to the tour of duty as called,

## **25.11 Conductors Calling Procedures**

### **North Bay, Englehart or Cochrane**

1. The individual assigned to the train called for.
2. Senior available Conductor holding any position other than Conductor or Spareboard in the terminal.

### **Available**

- i. Individual has not gone onto LOA or sick leave within the previous 12 hours calculated from the time of call.
- ii. Having due regard for Article 27. (Booking rest at terminals)
- iii. Individuals who book on from mileage any time after 1200 hours on the last day of their checking period up to 2200 hours on that day at which time they return automatically.

- iv. Individuals returning from vacation are available automatically at 2200 hours of their last day of vacation. (Article 54, Section 2, Note 2)
  - v. Individuals arriving at the terminal in road service are available at the time of arrival at the outer switch.
  - vi. Individuals working a yard are available two hours prior to completion of their shift.
3. Conductors on the Spareboard on a first in first out basis.
  4. Conductors on the Extra Spareboard on a first in first out basis.
  5. Conductors on layoff status in the terminal where shortage exists in seniority order.
  6. Conductors holding a regular position, home stationed at the terminal where the shortage exists in seniority order. (seniority list includes Conductors off for miles, and overtime rates apply if the call is for Yard Service and Freight rates for road service).
  7. Conductors held as a result of missing or declining a call.
  8. 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).
  9. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch. Passenger #697 and #222 shall be deemed to have arrived the outer switch at the same time.
  10. If the company elects to call outside the terminal, it will be done in accordance with the following :
    - i. Conductors Spareboard on a first in first out basis.
    - ii. Conductors Extra Spareboard on a first in first out basis.
    - iii. Conductors on layoff status in the terminal where shortage exists in seniority order.
    - iv. Conductors seniority list (including Conductors off for miles). Conductors who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service and Freight rates for road service)

- v. Engineers seniority list (including Engineers off for miles). Engineers who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service)

### **Conductor – Hearst**

1. Individual assigned to the train called for
2. Senior available Conductor holding any position other than Conductor in the terminal.
3. Conductors on the Cochrane Spareboard on a first in first out basis.
4. Conductors on the Cochrane Extra Spareboard on a first in first out basis.
5. Conductors on layoff status in the Cochrane terminal in seniority order.
6. Conductors in Hearst holding a regular position, home stationed at the terminal where the shortage exists in seniority order. (seniority list includes Conductors off for miles, and overtime rates apply if the call is for Yard Service and Freight rates for road service).
7. Conductors in Hearst held as a result of missing or declining a call.
8. Engineer's in Hearst 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).
9. Conductors in Cochrane holding a regular position, home stationed at the terminal where the shortage exists in seniority order. (seniority list includes Conductors off for miles, and overtime rates apply if the call is for Yard Service and Freight rates for road service).
10. Conductors in Cochrane held as a result of missing or declining a call.
11. Engineer's in Cochrane 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).
12. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch.
13. If the company elects to call outside (ie - Englehart) the terminal, it will be done in accordance with the following:
  - i. Conductors Spareboard on a first in first out basis.

- ii. Conductors Extra Spareboard on a first in first out basis.
- iii. Conductors on layoff status in seniority order.
- iv. Conductors seniority list (including Conductors off for miles). Conductors who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service and Freight rates for road service)
- v. Engineers seniority list (including Engineers off for miles). Engineers who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service)

## 25.12 Yard Foreman – North Bay, Englehart and Cochrane

1. Individual assigned to the yard called for

2. Qualified Helper starting at the same time.

**Note:** Provided individual has not gone onto LOA or sick leave within the previous eight (8) hours calculated from the time of call.

3. Senior qualified Helper working a yard assignment, not on days off.

**Note:** Provided individual has not gone onto LOA or sick leave within the previous eight (8) hours calculated from the time of call

4. Regular Brakemen in seniority order.

5. Conductor's spareboard on a first in first out basis.

6. Conductor's Extra spareboard on a first in first out basis.

7. Conductors on layoff status in the terminal where shortage exists in seniority order.

8. Yardmen in terminal in seniority order.

**Note:** "Overtime rates apply and individuals are not compelled to work".

9. Call regular assigned Conductors in terminal including men off for miles in seniority.

10. Yardmen held as a result of missing or declining a call.

11. 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).

12. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch. Passenger #697 and #222 shall be deemed to have arrived the outer switch at the same time.
13. If the company elects to call outside the terminal, it will be done in accordance with the following:
  - i. Conductors Spareboard on a first in first out basis.
  - ii. Conductors Extra Spareboard on a first in first out basis.
  - iii. Conductors on layoff status in seniority order.
  - iv. Conductors seniority list (including Conductors off for miles). Conductors who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service and Freight rates for road service)
  - v. Engineers seniority list (including Engineers off for miles). Engineers who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service)

#### **Yard Foreman - Hearst**

1. Individual assigned to the yard called for
2. Qualified Helper starting at the same time.

**Note:** Provided individual has not gone onto LOA or sick leave within the previous eight (8) hours calculated from the time of call.
3. Senior qualified Helper working a yard assignment, not on days off.

**Note:** Provided individual has not gone onto LOA or sick leave within the previous eight (8) hours calculated from the time of call
4. Regular Brakemen in seniority order.
5. Cochrane Conductor's spareboard on a first in first out basis.
6. Cochrane Conductor's Extra spareboard on a first in first out basis.
7. Cochrane Conductors on layoff status in seniority order.
8. Yardmen in terminal in seniority order.

**Note:** "Overtime rates apply and individuals are not compelled to work".

9. Call regular assigned Conductors in Hearst including men off for miles in seniority.

**Note:** "Overtime rates apply and individuals are not compelled to work".

10. Yardmen in Hearst held as a result of missing or declining a call.
11. Engineer's in Hearst holding a regular position, in seniority order. (Seniority list includes Engineer's off for miles, and overtime rates apply).
12. Regular assigned Conductors in Cochrane including men off for miles in seniority.

**Note:** "Overtime rates apply and individuals are not compelled to work".

13. Engineer's in Cochrane holding a regular position, in seniority order. (Seniority list includes Engineer's off for miles, and overtime rates apply).
14. If the company elects to call employees working assignments that have not yet arrived, it will be done in accordance with the calling procedures as if the employee(s) have arrived the outer switch.
15. If the company elects to call outside the terminal (ie Englehart) it will be done in accordance with the following:
  - i. Conductors Spareboard on a first in first out basis.
  - ii. Conductors Extra Spareboard on a first in first out basis.
  - iii. Conductors on layoff status in seniority order.
  - iv. Conductors seniority list (including Conductors off for miles). Conductors who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service and Freight rates for road service)
  - v. Engineers seniority list (including Engineers off for miles). Engineers who accept calls at this stage will not be required to include the mileage in their booking period. (OT rates apply for Yard Service)

## **25.13 Runaround**

An Individual who is not called in accordance with Article 25.9, 25.10 or 25.11 will be paid actual time lost for each tour of duty missed and they may be placed at the bottom of the list ahead of the individual who was called in their 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.

## **25.14 Calling Auxiliaries**

### **A. One Engineer Will Be Called When:**

- i.** 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.
- ii.** An auxiliary is called for movement to a terminal where another engineer (or engineers) on another subdivision will take over.
- iii.** It is known that the work is for a short duration and relief will not be required for the engineer.

### **B. Two Engineers Will Be Called When:**

- i.** 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.
- ii.** 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 – Booking Rest Enroute**

### **26.1 Right to Book Rest**

- A.** Locomotive Engineers and Conductors 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 and Conductors are to be the judges of their own condition. Enroute may also include the initial or final terminal.
- B.** Locomotive Engineers and Conductors 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.
- C.** Crews serving proper notice of rest enroute may, if mutually agreed upon by the crew and the proper authority of the company, work over their 10 or 17 hours and work up to 12 or 18 hours. Payment for this service shall be based on 100 miles per hour with a minimum of 100 miles in addition to the time worked.

### **26.2 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.

### **26.3 Rest Period**

- A. Locomotive Engineers and Conductors 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 trainmen book rest enroute, all other trainmen in that crew will be considered on rest and automatically tied up. The Locomotive Engineer, if they require rest, take rest at the same time. If rest is not required at that time, the locomotive engineer will complete the tour of duty.
- D. When the Locomotive Engineer books rest enroute, the Trainmen, if they require rest, take rest at the same time. If rest is not required at that time, the Trainmen will complete the tour of duty.
- E. When rest is booked, the maximum number of hours rest booked by any one member of the train crew shall be the number of hours rest for all other members of the train crew.
- F. Except as provided by Article 26.5(b), when rest is booked, the rest period shall commence at the time all members of the train crew go off duty.
- G. All time off duty for rest shall be deducted in computing time for the continuous trip.

### **26.4 Arrangements**

- A. When rest is booked enroute, Locomotive Engineers and Conductors 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 and Conductors will be paid for service performed or the average earnings of the assignment, whichever is greater, in addition to the deadhead payment for the return trip.

- B. Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., Locomotive Engineers and Conductors will be relieved of duty by the time rest booked is due to commence.
- C. Locomotive Engineers and Conductors 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
- D. Locomotive Engineers and Conductors 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

## **26.5 Accommodations Enroute**

- A. When accommodations are to be provided enroute, the Rail Traffic Controller may instruct Locomotive Engineers and Conductors 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 and Conductors 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 and Conductor 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 and Conductor 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.

## 26.6 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 and Conductors 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 and Conductor 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 Engineers and Conductors will be provided meals at company expense. Where this is not possible Locomotive Engineers and Conductors will be provided an allowance of \$35 per day

## 26.7 Resuming Duty

- A. When accommodations are provided enroute and the train does not proceed, Locomotive Engineers and Conductors 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 Engineers and Conductors will resume duty when the rest period has expired and will be deadheaded as soon as possible to the home terminal.

**Note (1):** When deadheaded in the application of Clause (b) above, Engineers and Conductors will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is greater) as per class of service.

**Note (2):** In the application of Clause (b) above, Locomotive Engineers and Conductors who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note(1) above and Deadhead payment for the return portion of the trip.

## 26.8 Questions and Answers

- Q. What is meant by Article 26.1 (b), which states "Enroute may also include the initial or final terminal."**

A. The provisions of Article 26 apply during the entire tour of duty from the time the Locomotive Engineer or Conductor comes on duty at the initial terminal until they register 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 or Conductor 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. Immediately upon the completion of rest the crew would resume duty and be required to take the train to the objective terminal or be deadheaded to their home terminal.

## Article 27 - Rest Booked at Terminals

### 27.1 Rest Booked at Terminals

- A. Locomotive Engineers and Conductors will have the right, upon going off duty, to take a minimum of 1 and a maximum of 24 hours' rest at the home terminal. Spare trainmen who book more than 16 hours' rest at their home terminals will have their names placed at the bottom of their list after the period of rest has expired. Note: Spare employees required to take 24 hours off due to Mandatory rest, will hold their turn on their list and runaround until rest has expired.
- B. If a regularly assigned Engineers or Conductors books 8 hours or less rest at the home terminal from their own turn thereby causing the loss of a trip they shall be paid for the trip(s) lost.
- C. Locomotive Engineers and Conductors will have the right, upon going off duty, to take a minimum of 1 and a maximum of 8 hours' rest at the away-from-home terminal. Engineers and Conductors in assigned service will follow their assignment out of the away-from-home terminals provided they have booked not more than six hours' rest.
- D. Rest must be booked in even hours and once booked cannot be changed or cancelled. Rest taken will be exclusive of call time.

- E. A Locomotive Engineer or Conductor 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 their assignment is prior to the expiration of period off duty for rest, thereby causing them to lose a tour of duty on their 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 their assignment.

## **27.2 Yardmen**

- A. Yardmen who have been on duty eight hours or more will have the right to book rest subject to 2 hours notice of their intention to do so, the men to be the judge of their own condition.
- B. Yardmen who have worked two shifts in a 24 hour period, shall have the right to book up to 24 hours rest at the end of the second shift.
- C. All yardmen at the completion of their shifts will have the right to book rest up to 14 hours clear, with two hours call.
- D. Yardmen who have worked a mainline trip with the preponderance of time for that shift in the 24 hours previous to the start of a yard shift will be allowed to book up to 24 hours at the completion of the yard shift.

## **27.3 Investigations**

- A. Employees who are entitled to rest shall not be disturbed by call for the purpose of investigation, until the expiration of time specified for rest, except in case of absolute necessity.

## **Article 28 - Expenses Away From Home**

### **28.1 Expenses Away From Home**

- A. Locomotive Engineers and Conductors 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 worked or is available for work at or out of the away from home location provided such point is not their normal place of residence.

**Note:** Locomotive Engineers and Conductors 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 and Conductors who protect service away from home in accordance with Articles 42 will be supplied accommodation provided that such assignments are not located at their normal place of residence.

## **28.2 Not Applicable**

This Article does not apply to an employee moving on their seniority district in the exercise of seniority rights, or upon recall from layoff, or while filling vacancies at subsidiary or outpost stations to the main (home) terminal except when they are entitled to the allowance at such main (home) terminal.

## **Article 29 – Resthouse Facilities**

### **29.1 Sleeping Quarters**

The Company will provide resthouse facilities in North Bay for up to 2 USW employees. When available, facilities will be available to any running trades employee who is working away from their home terminal.

The Company shall furnish resthouses at locations regularly used as away-from-home terminals by Employees 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 or Conductors 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 Locomotive Engineers and Conductors.
- 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.

## **29.2 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.

## **29.3 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.

## **29.4 Accommodation for Forced Employees**

At points where bunkhouse arrangements are provided, such employees will be permitted, if accommodation is required, to stay in the bunkhouse.

The company and the two unions will co-operate to the fullest extent to try to accommodate such employees. This co-operation includes the following:

- i. The use of a bed by another employee when the employee regularly using the bed is out of their run.
- ii. The supplying of clean linen by the company for changing beds when used as above.
- iii. The possible use of rooms normally assigned to one craft or the other.

If the foregoing procedures do not produce accommodation for the employee in question, the company will supply accommodation elsewhere.

## **Article 30 - Investigation and Discipline**

### **30.1 Investigation and Discipline**

- No employee will be disciplined or dismissed until the charges against them have been investigated; the investigation to be presided over by the employee's superior officer. They may, however, be held off for investigation not exceeding three days.

They will be given 48 hours' notice of the investigation and will be properly notified of the time, place and the charges placed against them. They may select a fellow employee to appear with them at the investigation, and they and such fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have bearing on their responsibility, questions and answers will be recorded. The Union will be provided an opportunity to reply and/or submit additional evidence for consideration to the proper officer of the Company within 7 days of the investigation. Such information will form part of the investigation record. They will be furnished with a copy of their statement taken at the investigation. The employee will be advised in writing of the decision within 28 days from the date investigation is completed except as otherwise mutually agreed. If not satisfied with the decision they will have the right to appeal in accordance with the grievance procedure.

## **30.2 Unjust Cases**

On request, the Local Chairman will be shown all evidence in the case. In case the discipline or dismissal is found to be unjust, the employee will be exonerated. If the employee has been dismissed, they will be paid in accordance with either:

- i. Assigned or unassigned employees will be paid actual time lost at scheduled rates for the class of service in which last employed, or,
- ii. Spare board employees will be paid for each 24 hours held out of service the daily amount prescribed in the spare board guarantee or if the spare board guarantee is not in force, the minimum day.

When employees are to be disciplined, the discipline will be put into effect within thirty (30) days from the date the investigation is held.

**Note:** Employee's file will be cleared of any record of discipline placed on their 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.

## **30.3 Timing of Investigation**

It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissible offences.



### **30.4 Home Terminal**

- A. Employees will not be taken away from their home terminal for investigation except when the situation renders such action unavoidable.
- B. An employee who is instructed to report for investigation at a location other than his/her home terminal whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour of 1/8th of the daily rate for passenger service.

### **30.5 Reprimand**

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. Interaction management discussion forms will not be placed on employee files. Any written, warning or caution, or the like, will not be used as part of an investigation following a period of 12 months from the date of such written warning or caution, or the like.

### **30.6 Held Out of Service with Pay**

An employee may be held out of service with pay pending the complete investigation with notice provided to the employee and the Local Chairman.

### **30.7 Written Complaints**

Complaints made against Engineers or Conductors that might result in an investigation must be in writing and the Individual concerned furnished with a copy; verbal complaints will not be entertained

## **Article 31 - Transportation of Household Effects**

Engineers or conductors 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 32 - Running Off Own Subdivisions**

Crews 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 33 - Leave of Absence

### 33.1 Application

Employees desiring leave of absence must make application therefore to the appropriate supervisory officer.

### 33.2 Minimum Period and Sick Leave

- A. The minimum period for which a spare employee can book off for sickness or leave of absence is twelve hours.
- B. Except where deadheading relief is involved, trainmen, on resuming duty after having booked off on sick leave, will not be required to produce a doctor's certificate except when local officers consider an employee a continual offender, or where sharp practice is apparent in which case the employee will be required to submit a doctor's certificate. An employee failing to submit a doctor's certificate within that time will be removed from the service until they produce it.

### 33.3 Non-Scheduled or Official Position

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 their seniority group which they are qualified to fill and failing to do so, will forfeit their seniority, in which event their name will be removed from the seniority list. If such employee elects not to pay full union dues, their name will be removed from the seniority list immediately.

### 33.4 Union Position

Any employee elected to the union position of:

- i. Grand Lodge Officer
- ii. General Chairman
- iii. Local Chairman

- iv. Legislative Representative
- v. Delegate

shall be granted leave of absence as required to perform the duties of their office.

### **33.5 Compassionate Leave**

Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of 26 weeks, an employee will be entitled to take up to eight weeks of unpaid leave in order to provide care and support to that specified family member.

### **33.6 For Other Reasons**

- A. 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.
- B. 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.
- C. 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 their leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit their seniority.
- D. 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.

### **33.7 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.

### **33.8 Accumulation of Seniority**

Employees on authorized leave of absence, or those who have been elected, or appointed as union representatives, will continue to appear on the proper seniority lists. They will continue to accumulate seniority, provided seniority rights are asserted within 30 days after release from such employment as described herein.

#### **Article 34 - Certificate of Service**

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

#### **Article 35 – Seniority**

### **35.1 Seniority List**

A seniority list will be prepared and shall show seniority number, name, date of entry to service of the railway, date of entry to train service, and date of qualification as Conductor and date of qualification as Locomotive Engineer.

### **35.2 Posting Seniority List**

Chief Transportation Officer will ensure a seniority list is posted on the first day of April in each year. A copy of such lists will be furnished to the Local Chairman and copies of list will be posted in conspicuous places at all terminal registering points or yard offices.

### **35.3 Appeals**

Such lists will be subject to appeal for 90 days from the date seniority lists are posted and if proof of error is presented by an employee or his 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 Local Chairman. The 90 day limitation will, in the case of trainmen absent or on leave, apply from the date of resuming duty.

### **35.4 Laid Off Employees Hired After April 1, 1996**

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.

### **35.5 Preference of Re-employment**

An employee who is laid off shall be given preference of re-employment in the service from which they were laid off when staff is increased and shall be returned to the service in order of seniority.

### **35.6 Advice of Address**

A laid off employee who desires to return to the service when work is available for them, must keep the proper officer advised of their address in order that they may be readily located.

### **35.7 Employed Elsewhere**

A laid off employee who is employed elsewhere at the time they are notified to report for duty may, without loss of seniority, be allowed ninety (90) days in which to report, providing:

- i. That it is definitely known that the duration of the work will not exceed ninety (90) days.
- ii. That other laid off employees are available in their seniority group.
- iii. That written application is made to his/her superior officer immediately on receipt of notification to resume duty.

### **35.8 Failure to Report for Duty**

A laid off employee who fails to report for duty, or to give satisfactory reasons for not doing so, within fifteen (15) days from date of notification, shall forfeit their seniority rights and their name shall be struck off the seniority list.

## **Article 36 - Qualification as Conductor – Yard, Freight and Passenger**

### **36.1 Criteria**

All employees hired after January 1, 2004 (includes employees transferring into the Transportation Department) will be required to complete the Yard Foreman/Conductor training program in accordance with article 37 prior to entering service.

## **36.2 Promotion to Conductor**

Employees shall be examined for promotion to Conductor according to seniority after completing the Conductor training program.

## **36.3 Seniority as Conductor**

Employees who complete the Conductor – Training program and successfully pass the required examination will be placed on the Conductor’s – seniority list in accordance with their corporate seniority with a seniority date of the first day of the training program.

## **36.4 Rights of Examination or Promotion Conductor**

No employee will be deprived of their rights of examination or promotion because of any failure to take examination due to requirements of the company's service, sickness or proper leave of absence, provided that on their return they comply with the provisions made to resume their training.

## **36.5 Failure of Examination Conductor**

Any individual who fails to qualify as Conductor in accordance with article 37 will have their services dispensed with. This article does not apply to employees with a seniority date prior to Jan 1, 2004.

## **36.6 Reduction of Crews**

In the reduction of crews, the junior men will be reduced.

## **36.7 Reverting to Spareboard**

When a request is made by a Conductor holding a regular assignment for permission to revert to the spare board at North Bay, Englehart or Cochrane, and such request is approved by the General Chairman, such request will be granted, when possible, on the understanding that such individual so applying must remain on the spare board, until next change of timetable.

## **Article 37 - Conductor Training Course**

### **37.1 Payment**

- A. During the period of time an employee is assigned to the Company's Conductor Training Course, Trainees will be paid at the all-inclusive rate per 40-hour week: as per the rates in article 99.1. All time exceeding 40 hours will be paid for at straight time rates.

- B. The rates of pay and conditions shall also apply to employees who transfer from other bargaining units, except that if the employee is governed by another collective agreement which has rates of pay for training which exceed those governed by this Article, then those rates will apply. Upon request, the Local Chairman will be provided with relevant information pertaining to employees who are attending the training course that are from another bargaining group.

### **37.2 Accommodation**

- A. Away-from-home accommodation will be provided by the Company if the employee is required to remain at a location other than the employee's home terminal.
- B. Employees who are provided away-from-home accommodation will be allowed expenses in accordance with article 28

### **37.3 General Holidays**

The principles contained in the provisions of article 55 for yard service employees, shall apply to employees governed by this Article.

### **37.4 Training**

- A. An individual commencing the training program outlined herein, will be required to qualify as a Conductor upon the completion of the Conductor Training program.
- B. The Company's Conductor training program shall consist of a combination of classroom and familiarization training.

### **37.5 Introductory Classroom Training**

- A. Each Trainee will be required to attend the introductory classroom training program, if successful the Trainee will be certified as a Conductor Trainee, herein after referred to as a Trainee.
- B. A Trainee who fails to pass the classroom portion or rules examination may be offered assistance and be given a second opportunity to pass. Prior to the opportunity for the second examination the Trainee may be required to undergo an interview with the Course Co-ordinator who will determine if additional instruction is warranted. Should the Trainee be awarded a second opportunity and fail to pass on the second examination, their services shall be dispensed with. The Local Chairman shall be advised when a trainee's services are dispensed with.

### **37.6 Familiarization Training**

- A.** Following the introductory classroom training program, the Trainee(s) will be provided with training tours in switching freight, yard and passenger operations.. Trainee(s) shall also be provided experience tours at locations to which they would be assigned..
- B.** Trainees will receive on the job training in freight, yard and passenger operations with a Designated Trainer. These employees will counsel, assist in the training of, and evaluate Trainees during the training process.
- C.** In addition, for familiarization training purposes, each Trainee will be assigned with a Designated Conductor Trainer(s), hereinafter be referred to as a Designated Trainers. The designated trainer will submit to the appropriate Company Officer an evaluation on the Trainees' progress together with specific recommendation's which will assist the Company in determining those areas where the candidate requires further assistance. Copies of these progress reports will also be supplied and reviewed with the Local Chairman.
- D.** During such tours the Trainee will assume the Designated Trainer's Conductor position. The Designated Trainer will, consistent with the defined evaluation criteria, counsel, oversee the activities of and evaluate the Trainee. All crew members will continue to be held responsible for the safe observation of their train/movement including the observance of such areas as operating rules, timetable special instructions and other related regulations.
- E.** During the practical portion of the training program, each Trainee(s) progress will be monitored by the Designated Trainer's and reviewed on a regular basis with the appropriate Company Officer. Through feedback from the Supervisor and Designated Trainer(s), Trainees will be advised of their progress to date, and which specific areas, if any, that employees require additional effort or counseling. Where required, the Company will make the additional instruction available to the Trainee.
- F.** A Trainee who fails to demonstrate the ability to perform the duties associated with the position to the satisfaction of the appropriate officer of the Company or Designated Trainer, may be provided additional instruction or additional training tours. Any Trainee who fails to successfully qualify, upon completion of additional instruction or training, will be dispensed with.
- G.** After completing the training program and upon recommendation by the Designated Trainer(s) and the appropriate Officer of the Company, the Trainee will be required to work a minimum of one tour of duty in road service and/or one shift in yard service during which they will be assessed by a Company Officer who will qualify the Trainee as a conductor/yard conductor consistent with the pre-defined criteria. Such Trainee will perform all duties of the regular employee when qualifying.



**Note:** A Trainee will not be classed as a qualified Conductor prior to the six month period.

### **37.7 New employees with former Railway operating experience**

- A. Former Ontario Northland employees or employees of other Railroads who have been previously qualified as a conductor within three (3) years of the date of hire may not be required to complete this course, but will be considered as qualified provided they can pass the necessary examinations. They shall also be required to complete familiarization tours of duty in road and/or yard service. The shifts or tours of duty worked shall, where feasible, include each operating area of the yard and where practicable, each subdivision at the home terminal.
- B. Trainees outlined herein, will be provided with training tours in freight. Yard and passenger operations, the mixture of which shall be locally determined by the appropriate officer of the Company.

### **37.8 Union Presentation**

During normal hours of classroom instruction, the Local Chairman or their delegate shall be allotted an amount of time to address the Trainees. This presentation time will be mutually agreed time and date.

### **37.9 Joint Review Committee**

A Joint Review Committee will be established, consisting of the Local Chairman or their delegate, the Rules Instructor and another appropriate Officer(s), to review the various aspects of the training course following the completion of the first course and thereafter as the need arises.

## **Article 38 – Engine Service Brakemen**

### **38.1 Seniority prior to Jan 1, 2003**

Applicable to employees with a Conductor's seniority date prior to Jan 1, 2003

It is agreed that trainmen so desiring may apply to take training for promotion to Locomotive Engineer subject to the following conditions:

- A. To be eligible for selection, an applicant must have at least two years of cumulative service in train service

Bulletins calling for applications from employees for selection as trainees will be posted at all terminals for five days. The company shall attach to each bulletin requesting applications for trainees a copy of this agreement. Candidates selected

will be provided with full information concerning the training plan and work requirements.

- B.** Selection of candidates for training shall be the responsibility of the Company. Where qualifications are relatively equal applicants will be selected on the basis of seniority and location. An applicant not selected will be advised the reason therefore in writing should they so request.
- C.** Candidates selected shall, from the time of notification of selection, be required to occupy the position of head end trainman where seniority and working conditions permit. This shall not apply to a trainman when working as a conductor. The intent of this clause 4 is to allow candidates maximum exposure to head end conditions during the period immediately preceding their formal training. This exposure period will be arranged in such a manner that it will commence not sooner than four months prior to the date scheduled for the start of formal training.
- D.** Candidates selected will not be required to work as a trainman during the period of formal off the job training. Time engaged during such training period shall not interrupt the candidate's continuous employee relationship.
- E.** During the period of time that a candidate is assigned to formal off the job training, the following conditions apply:
  - i. They will make themselves available for training as required and will be paid therefore at an all inclusive rate per calendar week.
  - ii. They will not be considered as being in a road service classification, and will be subject only to the collective agreement provisions governing vacation, general holidays, health and welfare, bereavement leave and deduction of union dues:
  - iii. Away from home accommodation will be provided when reasonably required.
  - iv. They will be allowed \$20.00 per day for meals when meals are not provided.
  - v. They will be allowed an additional sum of money equal to 1/7 of all the inclusive rate referred to in clause (a) hereof for each general holiday which falls during the period of time they are assigned to the company's training course.
- F.** The term "formal off the job training" as used in this Memorandum of Agreement means those occasions designated by management when a candidate is required to undergo classroom type training and/or training on the premises and because of such training the candidate cannot work their regular assignment.

- G.** Candidates will be considered qualified as locomotive engineers on the successful completion of the company's training course. A candidate may be dropped from the training program at any time during the training period if in the judgement of the company they do not demonstrate the fitness and ability required to serve in the capacity of a locomotive engineer. If a candidate is dropped from the training program by the company, they shall be advised the reason therefore in writing should they so request. A candidate may withdraw from the training program by so advising the company and may return to service as a trainman in accordance with their seniority.
- H.** A trainman shall retain their seniority standing as such and 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 their name on the seniority lists where their name appears. They shall have the right to work as a trainman in accordance with their seniority when not required to work as an engineer. Engine service brakeman while working as locomotive engineers will continue to accumulate seniority under the agreement with the United Steel Workers Union and their names will continue to appear on the appropriate seniority lists.
- I.** An engine service brakeman who is not working as a locomotive engineer will when working as a brakeman, work on a position as head end brakeman in a crew on a train operated in other than passenger service in preference to working on any other position in the crew. An engine service brakeman will be entitled to a position in a crew according to their seniority but not otherwise. They will firstly perform the duties required of them as a member of the train crew and secondly will assist the locomotive engineer in engine service as required. In order to comply with this provision an engine service brakeman will, to the extent necessary, be entitled to and shall work on the position of head end brakeman. The application of this provision shall not, however, result in a brakeman who is senior to the engine service brakeman being forced out of a crew or a class of service. The basic daily rate applicable to brakeman in the class of service performed will be increased by the special allowance specified in Article 99.1 for engine service brakeman required to occupy a position as head end brakeman under the terms of this Clause.
- J.** 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 Trainman'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.

- K.** Engine service brakeman who do not desire to accept calls for work as a locomotive engineer on a tour of duty basis will so notify their supervisor in writing at the time they become qualified for promotion to locomotive engineer, at each Spring and Fall change of timetable, and at time of demotion from the locomotive engineers' working list. Engine service brakeman who do not advise their supervisor in accordance with the previous sentence will, when available for service, be called as required in seniority order to protect work as locomotive engineers. If there are no such engine service brakeman available when service as a locomotive engineer is required, the junior available engine service brakeman who has advised their supervisor in accordance with the first sentence of this Item II will be called and must accept such service. In the event that an engine service brakeman fails to respond to a call on a tour of duty basis, they will not be considered as available for service as engineer until such time as the employee accepting the call has returned and is released from duty at that terminal. The foregoing penalty provision will not apply when there are no other qualified employees available to protect a position on which the engine service brakeman can be used.
- L.** When a engine service brakeman who is not working as a locomotive engineer is held back from the position to which they are assigned to protect work as a locomotive engineer on a tour of duty basis, they will, if so held and not used, be paid the earnings of the position to which assigned. If used they will be paid the greater of the earnings for the service performed or the service for which they were held back from.
- M.** An engine service brakeman will be required to perform service as a locomotive engineer in accordance with the agreement governing that classification, in preference to performing service in classifications covered by the collective agreement with the United Steel Workers Union. Should an engine service brakeman who has established seniority as a locomotive engineer lose such seniority for any reason they will also forfeit their right to work as an engine service brakeman.
- N.** An engine service brakeman may relinquish their status as such for justifiable cause only with the prior concurrence of both the proper officer of the company and the Local Chairman.

- O. The provisions of this Memorandum of Agreement shall prevail notwithstanding provisions in agreements with the United Steel Workers Union which may be in conflict with or restrict the full application of the provisions hereof.
- P. When a trainman is in training to be a locomotive engineer, the resulting vacancy will be bulletined as a permanent position.

### **38.2 Seniority subsequent to Jan 1, 2003**

Applicable to employees with a Conductor's seniority date subsequent to Jan 1, 2003

It is agreed that trainman will be selected for promotion to locomotive engineer subject to the following conditions:

- A. To be eligible for selection, an applicant must:
  - i. Have at least two years of cumulative service in train service or have qualified as a locomotive engineer within the 3 years prior to the date of selection.
  - ii. Effective Aug 4, 2005, Conductors with a Conductors seniority date subsequent to January 1, 2003 shall be placed on the Locomotive Engineer's seniority list in the same order as they appear on the Conductors seniority list, regardless of when qualifying as Locomotive Engineer.
- B. Candidates selected will be provided with full information concerning the training plan and work requirements.
- C. Selection of candidates for training shall be the responsibility of the Company. Trainees will be selected on the basis of seniority and location. A trainee not selected will be advised the reason therefore in writing should they so request.
- D. Candidates selected shall, from the time of notification of selection, be required to occupy the position of head end trainman where seniority and working conditions permit. This shall not apply to a trainman when working as a conductor. The intent of this clause 4 is to allow candidates maximum exposure to head end conditions during the period immediately preceding their formal training. This exposure period will be arranged in such a manner that it will commence not sooner than four months prior to the date scheduled for the start of formal training.
- E. Candidates selected will not be required to work as a trainman during the period of formal off the job training. Time engaged during such training period shall not interrupt the candidate's continuous employee relationship.

- F.** During the period of time that a candidate is assigned to formal off the job training, the following conditions apply:
- i. They will make themselves available for training as required and will be paid therefore at an all inclusive rate per calendar week calculated as a continuation of wages based on average wage for the previous 12 months prorated for lost time incurred due to authorized leave, bona fide sickness or injury.
  - ii. They will not be considered as being in a road service classification, and will be subject only to the collective agreement provisions governing vacation, general holidays, health and welfare, bereavement leave and deduction of union dues:
  - iii. Away from home accommodation will be provided when reasonably required.
  - iv. They will be allowed \$20.00 per day for meals when meals are not provided.
  - v. They will be allowed an additional sum of money equal to 1/7 of all the inclusive rate referred to in clause (a) hereof for each general holiday which falls during the period of time they are assigned to the company's training course.
- G.** The term "formal off the job training" as used in this Memorandum of Agreement means those occasions designated by management when a candidate is required to undergo classroom type training and/or training on the premises and because of such training the candidate cannot work their regular assignment.
- H.** Candidates will be considered qualified as locomotive engineers on the successful completion of the company's training course. A candidate may be dropped from the training program at any time during the training period if in the judgement of the company they do not demonstrate the fitness and ability required to serve in the capacity of a locomotive engineer. If a candidate is dropped from the training program by the company, they shall be advised the reason therefore in writing should they request. Employees with a Conductors seniority date after Jan 1, 2003 and prior to March 18, 2005 will be required to train as Locomotive Engineers. Those who fail to qualify as Locomotive Engineer will retain their Conductors seniority. Employees with a conductor's seniority date after March 18, 2005 will be required to qualify as locomotive engineers or their services will be dispensed with.
- I.** A trainman shall retain their seniority standing as such and 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 their name on the

seniority lists where their name appears. They shall have the right to work as a trainman in accordance with their seniority when not required to work as an engineer. Engine service brakeman while working as Locomotive Engineers will continue to accumulate seniority under the agreement with the United Steel Workers Union and their names will continue to appear on the appropriate seniority lists.

- J.** An engine service brakeman who is not working as a locomotive engineer will when working as a brakeman, work on a position as head end brakeman in a crew on a train operated in other than passenger service in preference to working on any other position in the crew. An engine service brakeman will be entitled to a position in a crew according to their seniority but not otherwise. They will firstly perform the duties required of them as a member of the train crew and secondly will assist the locomotive engineer in engine service as required. In order to comply with this provision an engine service brakeman will, to the extent necessary, be entitled to and shall work on the position of head end brakemen. The application of this provision shall not, however, result in a brakeman who is senior to the engine service brakeman being forced out of a crew or a class of service. The basic daily rate applicable to brakemen in the class of service performed will be increased by the special allowance specified in Article 99.1 for engine service brakeman required to occupy a position as head end brakeman under the terms of this Clause.
- K.** Effective Aug 5, 2005, 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 Trainman's seniority list.. Trainmen placed on the Engineers' seniority list pursuant to this clause shall not have any right to work as firemen (helpers) in freight or yard service.
- L.** Engine service brakemen who do not desire to accept calls for work as a locomotive engineer on a tour of duty basis will so notify their supervisor in writing at the time they become qualified for promotion to locomotive engineer, at each Spring and Fall change of timetable, and at time of demotion from the locomotive engineers' working list. Engine service brakemen who do not advise their supervisor in accordance with the previous sentence will, when available for service, be called as required in seniority order to protect work as locomotive engineers. If there are no such engine service brakemen available when service as a locomotive engineer is required, the junior available engine service brakeman who has advised their supervisor in accordance with the first sentence of this Item II will be called and must accept such service. In the event that an engine service brakeman fails to respond to a call on a tour of duty basis, they will not be considered as available for service as engineer until such time as the employee accepting the call has returned and is released from duty at that terminal. The foregoing penalty provision will not apply when there are

no other qualified employees available to protect a position on which the engine service brakeman can be used.

- M.** When a engine service brakeman who is not working as a locomotive engineer is held back from the position to which they are assigned to protect work as a locomotive engineer on a tour of duty basis, they will, if so held and not used, be paid the earnings of the position to which assigned. If used they will be paid the greater of the earnings for the service performed or the service for which they were held back from.
- N.** An engine service brakeman will be required to perform service as a locomotive engineer in accordance with the agreement governing that classification, in preference to performing service in classifications covered by the collective agreement with the United Steel Workers Union. Should an engine service brakeman who has established seniority as a locomotive engineer lose such seniority for any reason they will also forfeit their right to work as an engine service brakeman.
- O.** The provisions of this Memorandum of Agreement shall prevail notwithstanding provisions in agreements with the United Steel Workers Union which may be in conflict with or restrict the full application of the provisions hereof.
- P.** When a trainman is in training to be a locomotive engineer, the resulting vacancy will be bulletined as a permanent position.

## Article 39 - Promotion Rules & Establishment of Seniority for E.S.B'S

### **Initial Observation and Demonstration Tours of duty**

- i. 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.
- ii. 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.

### **A. Subsequent Tours of Duty**



- i. When the employee in training is in possession of a temporary operating certificate issued by the appropriate officer of the Company they may be required to perform additional tours of duty to gain further experience.
  - ii. 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.
  - iii. 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 their skill and competence. A training procedure outline will be prescribed by the Company for use by the locomotive engineer.
  - iv. 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.
- B.** 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 99.1 in addition to their other earnings for such tour of duty:

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

**c. Final Qualification - Tours of Duty**

- i. When an employee in training is required to demonstrate their 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.
  - ii. 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 they have acquired.
- D.** 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.

- i. 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 their name on the seniority lists where their name appears. They shall have the right to work as a trainman in accordance with their seniority when not required to work as an engineer.
- ii. 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 Trainman'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.

- iii. 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 of the collective agreements governing the services of locomotive engineers and firemen (helpers).
- iv. 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.
- v. 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 their place returns to the terminal.
- vi. When an engine service brakeman who is not working as a locomotive engineer rides the locomotive in the performance of their 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.

- vii. 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.
- E. 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 their responsibilities relaxed to the extent that they will not be held responsible for rough handling or damaged drawbars; they 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 Bulletining Temporary Vacancies

- A. Temporary vacancies in road service that are open or are known to be open for five calendar days will be bulletined for twenty-four hours and will be filled by the senior qualified applicant. In cases of sickness the initial vacancy will not be bulletined until five days have passed but subsequent vacancies will be bulletined immediately.
- B. Temporary vacancies for Yard Foremen and Helpers that are open or are known to be open for three calendar days will be bulletined for twenty-four hours and will be filled by the senior qualified applicant. In cases of sickness the initial vacancy will not be bulletined until three days have passed but subsequent vacancies will be bulletined immediately.
- C. Temporary vacancies for Yard Engineers that are open or are known to be open for five calendar days will be bulletined for twenty-four hours and will be filled by the senior qualified applicant. In cases of sickness the initial vacancy will not be bulletined until five days have passed but subsequent vacancies will be bulletined immediately.

### 40.2 Leaving a Temporary Vacancy

When an Engineer or Conductor move from one vacancy to another they will forfeit their temporary right to the vacancy and it will then be treated in the same manner as an original vacancy.

### 40.3 Claiming Vacancy

- A. Engineers and Conductors who have been absent may claim a vacancy which had been bulletined during their absence, provided their seniority entitles them to do so. Where there has been more than one vacancy advertised in pool or scheduled pool service during their absence, they must displace the junior person. Such claim must

be made at the time they declare themselves or prior to the time they are to be placed on the working list.

- B. Engineers and Conductors who have completed a temporary vacancy or who is displaced and wishes to take another temporary vacancy rather than return to their permanent position may displace in accordance with Article 40.3(A). Employees will not be permitted to declare for a temporary vacancy they did not bid from their permanent position.
- C. When an Engineer or Conductor is the successful applicant for any class of service by bulletin and in the meantime is displaced or bumped before going on same, they may exercise their seniority.

#### **40.4 Twenty Four to Declare**

When a person is exercising seniority as a result of displacement, they will be allowed 24 hours to declare unless immediately booking off when they will declare upon booking on.

#### **40.5 Assuming Days Off**

Engineers and Conductors will not assume the days off of a temporary vacancy unless it continues after the days off.

#### **40.6 Not Permitted to Bid**

- A. No Engineer or Conductor shall be allowed to bid in any position while on sick leave, leave of absence, mileage or vacation.
- B. Engineers and Conductors will not be permitted to bid a vacancy that was created as a result of their leaving it.

### **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 employee 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 General Chairman and given to the senior qualified person applying.

### **41.3 Absent during Bulletin**

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

### **41.4 When Displaced**

- A. Employees 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 41.3.
- B. Employees 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.

### **41.5 Not Permitted to Bid**

No Engineer or Conductor shall be allowed to bid in any position while on sick leave, leave of absence, mileage or vacation.

## **Article 42 - Protecting Service**

### **42.1 Not available to protect**

If the senior applicant is not available at the time relief is required, the vacancy will be protected from the spare board until such time as they are available. At points where spare boards are maintained or at an away from home terminal where two tours of duty or more is provided, the senior applicant will be released as soon as possible.

### **42.2 Vacancy with no Bids**

- A. When a Engineer or Conductor's (Road or Yard) position, becomes vacant, permanent or temporary, and no applications are received, the junior Engineer or Conductor at the terminal with the necessary experience will be forced to the position.

- B. In the event there is no Engineer in the terminal, 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.
- C. In the event there is no Conductor in the terminal, the junior Conductor not holding a Conductor's regular position on the system will be forced to the position.
- D. Conductors protecting service in accordance with the above will be released from the vacancy when a junior conductor becomes available provided they have notified the Crew Management Center of their desire.
- E. 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.
- F. When no applications are received for a position in Work Train Service, the junior qualified individual on the Work Train affected will be forced to fill such position. In the event that there are no qualified individuals not working as such on the assignment, the junior qualified employee not working as such in the system will be required to protect.
- G. 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.

### **42.3 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.

### **42.4 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

## 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.

### **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 individuals 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.

### **43.5 Transfer from One Subdivision to Another**

When trainmen are to be transferred from one subdivision to another the junior trainmen will be called unless senior trainmen wish to go.

## Article 44 - Mileage Regulations

## **44.1 Maximum Mileage**

- A. The mileage for which Conductors are paid will, as far as practicable, be confined to the following limitations:
  - i. In assigned passenger service-Conductors, baggagemen and brakemen - 6,400 miles per checking period or equivalent no carry-over.
  - ii. In all other train service - Conductors - 4,300 miles per checking period or equivalent no carry-over.
  - iii. Brakemen - 4,300 miles per checking period or equivalent no carry-over.
  - iv. Spare Lists will be regulated to permit spare individuals to average 4300 miles provided there are no 2004-protected individuals on the spareboard.
- B. 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.
  - i. Assigned passenger service - 4,000 to 4,800 miles per month, no carry-over.
  - ii. Assigned work train or construction service - 3,200 to 4,000 miles per month, no carry-over.
  - iii. Assigned freight, mixed service - 3,800 miles per month; pool service - 3,800 miles per month with no carry-over.
  - iv. Assigned yard or transfer service - a maximum of the equivalent of 3,800 miles per month.
  - v. Spareboard - 3,800 miles per month

## **44.2 Excess Miles**

Locomotive Engineers and Conductors making excess mileage will carry over double the mileage in properly earned to the next checking period where no vacation is allotted.

## **44.3 Shortage of Men**

Maximum mileage will not apply when there is a shortage of men.

## **44.4 More Than One Class of Service**

- A. When Conductors are used in more than one class of service during a calendar month or checking period, the following equivalents will be booked:



For 150 miles at passenger rates - 100 miles freight

For each tour of duty of eight hours or more at yard rates - 100 miles freight

- B. When Locomotive Engineers are used in one or more class of service, the adjustment of miles 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.
- C. Mileage made by an ESB as an engineman will be included with mileage made as a trainman/yardman in the calculation of their total mileage in the monthly checking period.
- D. 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.

#### **44.5 Booking on**

Engineers and Conductors 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.

#### **44.6 Outside Points**

Men working at outside points will advise the Crew Management Centre in sufficient time in order that relief may be furnished by them when they have accumulated their maximum mileage, and they will be relieved at point where relief is regularly furnished.

#### **44.7 Checking Mileage**

The railway will co-operate with the Mileage Committee in carrying out the provisions of these rules in that Chairman of the Committee will, upon request, be allowed to check mileage with company representative, and arrange for any adjustment through the Superintendent or their assistants. Mileage checks when requested will not exceed 90 days.

#### **44.8 Records**

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

#### **44.9 Mileage not Guaranteed**

The mileages specified herein are not in any manner to be considered as guaranteed mileage allowances.

#### **44.10 Checking Periods**

The Local Chairman of the United Steel Worker Union, with the appropriate officer of the Railway, will arrange starting dates for the working months of all engineers at their respective terminals.

#### **44.11 Booking Mileage**

Each member of a crew on arrival at the designated terminal where mileage is to be booked, will be required to book their mileage, including accumulated mileage for the checking period. Employees failing to do so will not be called for further service until their mileage has been booked.

#### **44.12 Mileage Averaging**

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 Chairman must be notified prior to, and be in agreement with, mileage averaging

#### **44.13 Earnings Not Charged**

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

- i. General Holiday Pay
- ii. Travel Allowance
- iii. Bereavement Leave
- iv. Annual vacation
- v. Allowances for periodic medical or rules examinations
- vi. Penalty Payments under article 17
- vii. Work performed off assignment account shortage of men.

#### **44.14 Adding and Removing Crews - Locomotive Engineers**

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

- i. Engineers in assigned passenger service are earning the equivalent of - 4,000 miles per month.
  - ii. 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.
  - iii. Locomotive engineers assigned to spareboard are averaging the equivalent of - 3,800 miles per month.
- B. 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:
  - i. Engineers in assigned passenger service can earn the equivalent of - 4,800 miles per month.
  - ii. Engineers in assigned freight, mixed, pool, pusher, helper, work or construction service are averaging the equivalent of - 3,800 miles per month.
  - iii. Engineers assigned to spareboard are averaging the equivalent of - 3,800 miles per month.

#### **44.15 Adding and Removing Crews - Conductors**

Checks will be continued as in the past on a fifteen and sixteen day basis.

Mileage of all crews in the list in the current checking period and previous checking period will be totalled and divided by the total number of crews currently on the list to arrive at an average figure for reduction.

If the average mileage of such crews computed as above is less than 4200 miles, then the list will be reduced.

It is understood that if the officer in charge of the list can show that the reduction in mileage was caused by interruptions to normal service that will not occur in the next fifteen days, then the list will not be reduced unless it can be shown that the average would again fall below 4200 miles.

It is further understood that this averaging will have no effect on individual crew earnings under Article 8 and will in no manner affect such guarantee.

##### **Adding Crews**

The same check shall be used in a similar manner to add crews.

A crew will be added only when it can be shown by such averaging that all crews presently on the working list can earn 4200 miles plus 4200 miles for the additional crew.

When an additional crew is to be added, it will be placed on the list when the bulletin closes for such additional crew.

## Article 45 - Vans Road Service

### 45.1 Utilization

Vans shall be utilized to meet the requirements of the service subject to the conditions set forth in this Rule. Vans may be assigned to crews, may be pooled, or may be used in through operation arrangements.

### 45.2 Servicing

A van in road service shall be cleaned and properly supplied, including fresh water, at designated servicing points by personnel other than trainmen. However, trainmen shall be responsible for caring for markers and lanterns when used and must ascertain that proper flagging equipment is available in the van. Trainmen shall also be responsible for keeping the van in a clean and orderly condition enroute between servicing points. On arrival at servicing points, conductor shall leave requisition (on forms provided by the company) for normal supplies needed on the van and report any known defects in the van in accordance with local instructions. Where a van is assigned on a regular basis to a crew out of a point other than a servicing point. Trainmen shall be responsible for keeping the interior of the van in a clean and orderly condition and, where necessary, for placing the required supplies on the van. When a van so assigned is changed off, the replacement van shall be in a clean and orderly condition.

### 45.3 Spring Mattress

When a van assigned on a regular or temporary basis to a crew is to be used as sleeping quarters it shall be equipped with spring mattresses.

### 45.4 Assigned on Regular Basis to Crew

Where a van is assigned on a regular basis to a crew, such van shall not be taken away without the crew being notified so as to give them an opportunity to remove their effects. Except in an emergency situation, a van while so assigned shall not be used for other crews without the consent of the conductor of the crew to which

assigned. Trainmen will not be required to tranship van equipment on their own time, this does not refer to personal effects.

At terminals where carmen are employed, vans will be supplied with dope, hard grease, brasses, hose, wrecking chains and tail hose. Conductors to requisition supplies required on the prescribed form.

#### **45.5 Number of Crews**

Not more than one crew shall be deadheaded in a pooled or through operation van occupied by a working crew.

#### **45.6 Equipment Supplied**

A van in a pooled or through operation arrangement shall be supplied with equipment as follows:

- 1 Water Container
- 1 Kettle
- 1 Tea Pot
- 1 Saucepan
- 1 Large Frying Pan
- 1 Broom
- 1 Can Opener
- 1 Paper Towels
- 1 Toilet Soap

### **Article 46 - Items Supplied by Company**

#### **46.1 Furnished By Company**

Employees will be furnished with:

- i. **White electric lanterns** and will be replaced when worn out, damaged, stolen or destroyed.
- ii. **Winter lined mitts** and will be replaced when required.
- iii. **Work gloves** and will be replaced when required.

#### **46.2 Supplies**

The Railway will maintain at convenient locations, a supply of bulbs and batteries to be drawn as required upon presentation of those worn out or broken, without cost to the employee.

### **46.3 Failure to Supply**

In the event that due to conditions beyond the control of the Railway it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Railway shall thereby be relieved of compliance with the provisions of this Article to the extent that such inability makes it impossible to comply herewith.

## **Article 47 - Engine Equipment**

### **47.1 Conditions of Locomotive**

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 stationery 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 equipped with a microwave.

### **47.2 Cab Committee**

Cab committee will include two representatives of the United Steel Workers Union, as well as a representative from the Rail Services Mechanical and Transportation Departments.

### **47.3 Equipment**

Engines to be equipped with suitable seats and wrecking chains.

### **47.4 Yardmen**

Yardmen will not be required to work with yard engines not equipped with automatic couplers, grab irons, and suitable headlights.

## **Article 48 - Handling Electric or Other Types of Power**

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 motormen

on locomotives but these rights shall not operate to displace any person at present holding such positions.

In the operation of motor coaches, not less than two individuals (motorman and conductor) shall be used. Motormen (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 this article on branch runs under 50 miles in one direction, where no other trains are being run at the time.

## Article 49 - New Type of Motive Power

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 United Steel Workers and the proper officer of the Railway.

## Article 50 - Manning New Lines

Preference in manning new lines or extensions will be given individuals on promotion district from which new line diverts. In future when a new line connects two promotion districts it will be crewed by individuals taken equally from these districts, provided they are competent, having regard to their seniority dating from time of entering the service, and these individuals will then rank with the individuals on the promotion district to which they have been transferred, according to the dates from which they rank in the service, as Engineers, Conductors, Baggage men or Brakemen respectively. This will not apply to diversions reducing grades or distances on existing lines.

## 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 their 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 their periodic medical examination during their 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 their home terminal to undergo medical examination, they will be allowed actual reasonable expensed whether or not they loses time.

## **51.2 Company Required Training**

An employee required **to participate in company training** or take a periodic examination in the Canadian Rail Operating Rules during their 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 \$25.00 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 they fail to pass to the satisfaction of the Rule Examiner.

## **Article 52 – Deadheading SBUs**

Conductors responsible for picking up, deadheading and delivering extra SBU's, will be compensated 6 miles.

## **Article 53 - Material Changes in Working Conditions**

**NOTE:** 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.

## **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 USW measures to minimize any significantly adverse effects of the proposed change on employees, but such measures shall not include changes in rates of pay, and
- B. Give not less than three months' advance notice to the USW 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, who shall be the person occupying the position of Arbitrator for the Canadian Railway Office of Arbitration, 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 USW 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. Employees may drive their automobile to their new location and be reimbursed therefore at the rates shown in article 12.2.

- 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, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within 7 days from date of advice to employee concerned as referred to in 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\_\_\_\_\_

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Date\_\_\_\_\_

Signature\_\_\_\_\_



## Article 53A - Preferred Employment Security

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

- D. 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.

- E. Such employees 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.
- F. Training shall be provided if necessary to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.
- G. An employee who declines to exercise any of the options detailed in Article 53A (c) 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.
- H. This Article 53A does not apply to reductions in forces made necessary by strikes or lockouts in the Railway Industry.

## Article 54 - Annual Vacations

### Section 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 section.
- 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 their 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 wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.
- 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 they

have rendered compensated service in 40 calendar months; otherwise their 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 their 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 their 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 section.
- 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 anniversary date they have rendered compensated service in 80 months 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 their 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 their 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 section.
- G.** An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on their sixteenth or subsequent service anniversary date they have rendered compensated service in 160 calendar months; otherwise their 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 their 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 their 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 a 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 twenty-sixth or subsequent service anniversary date they have rendered compensated service in 260 calendar months; otherwise their 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 their 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:
  - i. Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates;
  - or**
  - ii. Splitting the vacation on the basis of five weeks and one week.
- K. In computing service under Clauses (a) to (j) inclusive of this Section 1, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

## **Section 2**

- A. Subject to the provisions of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of their own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to their service entitlement calculated as provided for in Section 1, for any vacation due to them up to the time of termination of their service.

- B. An employee who at the time of termination of their service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of their gross earnings for the calendar year in which their service is terminated.
- C. An employee who leaves the service of their own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.
- D. In the event of death of an employee, vacation pay to which they are entitled up to the time of their death will be paid to the estate of the deceased.
- 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 Section 1.

### **Section 3**

- A. An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 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 of each year; such preference shall not be granted where applications have been filed after 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.

An employee with time off duty because of layoff, illness/injury (STD, LTD & WSIB), or authorized leave shall at their discretion, be allowed to prorate their vacation in accordance with Article 54 Section 1, or take their maximum entitlement. Such employees shall notify the proper officer of the Company of their intentions on or before February 15<sup>th</sup>.

**Note:** Employees who are booked off sick, on rest, off for mileage or on days off, shall be considered available for service when determining their vacation entitlement in accordance with Article 54 Section 1.

- C. An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue their vacation if within their scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the company and the local chairman of the Union.
- D. An employee who, due to sickness or injury, is unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 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 section, they shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:
- F. For each calendar day during their originally scheduled vacation period on which they perform service or is available for service, overtime rates for all work performed.
- G. The rescheduled vacation with pay to which they are 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 their seniority to a position covered by another vacation schedule.
- H. 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.

**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 their 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 and August. This will not be interpreted to prevent an employee from taking all of their vacation at one time. This will not prevent men from taking an additional

split at any time after the vacation list has been posted and there are sufficient men available

**Note 2:** Employees returning from vacation will be placed on the boards at 2200 hours on the last day of their vacation period.

**Note 3:** Section 3(e) of Article 54 is suspended and will not again become effective until the first day of January in the year to be specified by the union. The union will notify the company not later than December 15 of the year preceding the year in which the suspended provision is to become effective.

**Note 4:** Employees will have the option of using ten (10) personal leave days which will be deducted from the employee's annual vacation. Employees using personal leave days under this provision must make a 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 5:** In Cochrane/Hearst up to two (2) Locomotive Engineers and two (2) Conductors are allowed to take vacation at any one time, with an overlap.

In Englehart up to three (3) Locomotive Engineers and two (2) Conductors are allowed to take vacation at any one time, with an overlap.

In North Bay up to Four (4) Locomotive Engineers and three (3) Conductors are allowed to take vacation at any one time, with an overlap.

## Article 55 - General Holidays

### 55.1 General Holidays

An employee who qualifies in accordance with Article 55.2 shall be granted a holiday with pay on the following general holidays:

New Year's Day	St. Jean Baptiste Day
Day after New Year's Day (Ontario only)	(Quebec only)
Good Friday	Civic Holiday (First Monday in August)
Victoria Day	Labour Day
Dominion Day	Thanksgiving Day
Christmas Day	Remembrance Day
Boxing Day	

**Note:** If the Legislative Legal Body designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.

## 55.2 Qualification for General Holiday

In order to qualify for pay on any of the holidays specified in Article 55.1, an employee shall have completed thirty days of continuous employee relationship and in addition:

A. Shall commence a shift or tour of duty on the general holiday;

or

B. Except as otherwise provided herein shall be entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; and

**Note:** Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave, parental or adoption leave will be included in determining the 10 shifts or tours of duty referred to in this sub-paragraph (b).

Unless cancelled, shall be available for duty on such holiday if it occurs on one of their work days excluding vacation days.

An employee under rest for any portion of a holiday where the rest booked is twelve hours or less consecutive with their last shift or tour of duty shall not be considered unavailable under this Clause (c) because of such rest period. This Clause (c) shall not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday or who is in receipt of, or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

C. In the application of sub-paragraph (b) of this paragraph, an employee assigned to a regular assignment who:

- i. is available for such assignment throughout the entire 30 day period immediately preceding the general holiday will not be disqualified from general holiday pay on the basis of not accumulating the required 10 tours of duty on that assignment in the 30 calendar days.



- ii. reaches their maximum monthly mileage during the 30 calendar days immediately preceding the general holiday, provided they are available for work subsequent to their mileage date during the remainder of this 30 day period immediately preceding the general holiday and on the holiday, will not be disqualified from general holiday pay on the basis of not accumulating the required 10 tours of duty in the 30 calendar days immediately preceding the general holiday.
- D. Employees, except if on the spare board, who makes themselves unavailable when called or books off for their job which commences on the day before the general holiday and thereby makes themselves unavailable for a return movement on the general holiday will not be considered as available under Clause (c) hereof. This Clause (e) shall not apply to an employee who books not more than 12 hours' rest consecutive with their last tour of duty prior to the general holiday or to an employee covered by the provisions of Clause (c) hereof.

### **55.3 Vacation**

A qualified employee whose vacation period coincides with a general holiday specified in Article 55.1 shall be paid the amount specified for their classification in Article 55.5(a).

### **55.4 Required to Work**

An employee who does not qualify under Article 55.2 with respect to pay for a general holiday and who is required by the company to work on that day shall be paid in accordance with the provisions of the wage agreement.

### **55.5 Payment on General Holiday**

- A. An employee qualified under Article 55.2 and who is not required to work on a general holiday shall be paid in accordance with the following:
  - i. An assigned yardman (Locomotive Engineers/Conductors) shall be paid eight hours pay at the straight time rate of the position they would have filled had their assignment worked on the holiday.
  - ii. Locomotive Engineers and Conductors shall be paid an amount equal to their earnings, exclusive of overtime for the last tour of duty they worked prior to the general holiday, provided that in the case of an employee paid at passenger rates, if such amount is less than the equivalent of 150 miles at the rate applicable to the passenger service, the equivalent of 150 miles shall be paid.

- B. An employee qualified under Article 55.2 and who is required to work on a general holiday shall be paid in accordance with the following:
- i. Conductors shall be paid at a rate equal to one and one-half times their regular rate of wages for the shift(s) or tour(s) of duty worked by them on that holiday in addition to the pay provided in Article 55.5(a).
  - ii. Locomotive Engineers shall be paid at a rate equal to one and one-half times their regular rate of wages for the shift(s) or tour(s) of duty worked by them on that holiday in addition to a duplicate of the first service performed by them on the holiday exclusive of overtime.

**Note:** Locomotive Engineers and Conductors in assigned road service whose assignments are cancelled on the General Holiday will be paid as per Article 24.1 only.

### **55.6 Preponderance of Shift**

Shifts or tours of duty commencing between midnight and 2359 hours, both inclusive on the general holiday specified in Article 55.1, or shifts where the preponderance of the shift or tour of duty occurs on that holiday, shall be considered as work on the general holiday.

### **55.7 Deadheading**

For the purpose of this Article 55, deadheading for which compensation is paid shall be deemed to be a tour of duty worked.

### **55.8 Application of Article 8.3**

Holiday payments made under this Article will not result in a duplicate payment as a result of the application of Article 8.3.

### **55.9 Duplicate Payment**

The application of this Article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

## Article 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 Medicare Allowances**

Eligible employees shall be provided with medicare allowance as provided for in the Supplemental Agreement governing an Employee Benefit Plan for Ontario Northland Employees.

## **56.3 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.

## **56.4 Continuation of Benefits**

Employees retiring from the service prior to age 65 either:

- A. Retiring with a company pension and who has 15 years of continuous employment relationship.

**or**

- B. Who qualifies for a Disability Pension under Ontario Northland's Pension Plan will have their Life Insurance, Dental Plan and Extended Care Plan continued until they attain the age of 65.

## **56.5 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 their attending physician, Worker Compensation or the company physician, they may be assigned, temporarily, to any position anywhere within their 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 their normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

## **56.6 Worker 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, then 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 W.S.I.B. claim be approved, W.S.I.B. 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 Bereavement Leave

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 with payment of lost earning exclusive of overtime within such 5 days.

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 Vacation

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

- A.** The Company shall deduct on the payroll, for any pay period which contains the twenty-fourth calendar day of a month, from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the Organization, subject to the conditions and exceptions set forth herein.
- B.** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement except to conform with a change in amount of regular dues of the Organization in accordance with its constitutional provisions.
- C.** Employees filling positions of a supervisory capacity not subject to the rules of this agreement shall be excepted from dues deduction.
- D.** Membership shall be available to any employee eligible under the constitution of the Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion.
- E.** Deductions shall commence on the payroll for the first pay period which contains the twenty-fourth calendar day of the month following completion of thirty calendar days after date of first service.
- F.** If the wages of an employee payable on the payroll for the pay period which contains the twenty-fourth calendar day of any 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 Company in such month. The Company shall not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- G.** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of the time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.
- H.** Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions, and deductions for provident funds shall be made from wages prior to the deduction of dues.
- I.** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the local Treasurer

of the Organization not later than forty calendar days following the pay period in which the deductions are made.

- J. The Company shall not be responsible financially or otherwise, either to the Organization or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from any employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Organization, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Treasurer of the Local Organization.
- K. The question of what compensation, if any, shall be paid the Company by the Union in recognition of services performed under this Article shall be subject to reconsideration at the request of either party on fifteen days notice in writing.
- L. 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 Company pursuant to Article 58(a), all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organization, council fees are incurred these shall be borne by the Organization. Save as aforesaid the Organization jointly and severally, shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

## Article 59 - Grievance Procedure and Final Settlement of Disputes

### **59.1 Grievance Procedure - Interpretation or Violation of Agreement**

A grievance concerning the interpretation or alleged violation of this agreement (including one involving a time claim) shall be processed in the following manner:

An appeal against discipline imposed shall be initiated at Step 2 of this grievance procedure.

#### **Step 1: Presentation of Grievance to Immediate Supervisor**

Within twenty eight (28) calendar days from the date of cause of grievance the employee or the Local Chairman or General Chairman may present the grievance in writing to the immediate supervisor, who will give a decision in writing within twenty eight calendar days of receipt of grievance.

## **Step 2: Appeal to Superintendent of Train Operations**

Within twenty eight calendar days from the date of the decision under Step 1, or in the case of an appeal against discipline imposed within thirty calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman or 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 agreement, and identify the specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the union's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within twenty eight calendar days of receipt of the appeal.

## **Step 3: Appeal to the President**

Within twenty eight calendar days of the date of the decision under Step 2, the Local Chairman or General Chairman may appeal the decision in writing to the President.

The appeal shall be accompanied by the union's contention, and all relevant information concerning the grievance. The President shall render his/her decision in writing within sixty calendar days of receipt of the appeal. The Local Chairman or General Chairman may request a meeting with the President or his/her delegate when presenting the appeal.

## **59.2 Final Settlement of Disputes**

A grievance which is not settled at the President's step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

A request for arbitration shall be made within twenty eight calendar days from the date decision is rendered in writing by the President by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

## **59.3 Not Within Time Limits**

Any grievance not progressed by the union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the union in that case or in respect of other

similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except where Article 59.4 applies, be progressed to the next step in the grievance procedure.

#### **59.4 Time Claim**

In the application of Article 59.1 to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate officer of the Company within the time limits specified, the claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Company in that case or in respect of other similar claims.

#### **59.5 Retroactive Pay**

The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety calendar days prior to the date that such grievance was submitted at the first applicable step of the grievance procedure.

#### **59.6 Extension of Time Limits**

Time limits specified in this Article may be extended by mutual agreement.

#### **59.7 Recorded Conversation**

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 - Training Employees**

#### **60.1 At Least One Trained Employee**

Conductors and Yard Foremen will not be required to work a tour of duty without the assistance of at least one employee who has completed the company's training course for new trainmen which will consist of classroom training and 20 trial tours of duty for brakeman trainees in road service and 15 trial shifts as yardman trainees.

#### **60.2 Allowance for Training**



Conductors and Yard Foremen will receive an allowance (as shown in article 99.1) while providing on-the-job training to brakemen/yardmen trainees during the trial tours of duty referred to in Article 60.1.

### **60.3 Requirement of Conductor or Yard Foreman**

During such trial tours of duty, the Conductor or Yard Foreman will provide such advice, counsel and supervision as may be required to ensure safe operation and to assist the trainee in the improvement of their skill and competence. Conductors and Yard Foremen will complete progress reports as necessary.

### **60.4 Incompetent Trainman/Brakeman**

Conductors finding a trainman/brakeman incompetent must so report complaint in writing to the proper officer of the company. A Conductor will not again be required to take out an incompetent trainman/brakeman unless the alleged incompetence is disproved.

### **60.5 Training Rate**

During the time new employees are assigned to a company training program they will be paid a weekly classroom rate for all in class training. A weekly familiarization rate will be paid for all on the job training, and will be prorated for all time worked in excess of 40 hours at straight time rates as per article 99.1.

### **60.6 Learning Road**

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.

**Note :** 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**

The company undertakes the responsibility for the printing of collective agreements 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 Chairman. This will include such costs incurred with the printing and delivery of updated pages.

## Article 62 - Use of Communication Systems

### **62.1 Part of the Duties**

It is recognized that pursuant to the Canadian Rail Operating Rules and Special Instructions relating thereto, the use of the railway radio communication system is a part of the duties of employees covered by this agreement.

### **62.2 Use of Radios**

In the application of this Article employees will carry portable radios and use radios to give and take information as required in the performance of their duties.

### **62.3 Holder for Radios**

Portable radios used and carried by yardmen will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

### **62.4 Size and Weight of Radios**

The size and weight of portable radios used by trainmen will not exceed that presently in use and portable radios hereafter purchased for use in road service will be of a minimum size and weight necessary to ensure safe and adequate communication. This paragraph is not intended to require the purchase of radios weighing less than three pounds.

### **62.5 Responsibility for Accidents**

Subject always to the proper application of the Canadian Rail Operating Rules employees covered by this agreement will not be held responsible for accidents caused by failure of radio equipment to properly function.

### **62.6 Sufficient Radio Channels**

At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

## **62.7 Each Member of Crew to Have Radio**

When radios are used by a yard or transfer crews in the performance of their duties each member of the crew will be supplied with a radio.

## **62.8 Radios While Deadheading**

In the application of this Article 62, when trainmen are ordered to deadhead and instructed to pick up and/or deliver radio(s) they will be paid a flat allowance of thirty minutes (6 miles) in addition to their deadheading.

## **Article 96 - Spare Boards**

### **96.1 Spareboards**

The Spareboards at North Bay, Englehart, and Cochrane will be mileage regulated in accordance with article 44.1. Should either party wish to adjust the board to above or below the required number, it must first be mutually agreed to. 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.

### **96.2 Extra Conductors Spareboard**

- A.** The Extra Conductors Spareboard will be regulated weekly by the Supervisor CMC on a day mutually agreed upon with the Local Chairman of the Union, ensuring sufficient relief is made available for each terminal. Spareboard Guarantee rules will apply. Extra Conductors Spareboard will be called on a first In first out basis when the Conductors Spareboard is exhausted. The Extra Conductors Spareboard will be called in the same fashion and under the same rules as the Conductors Spareboard.
- B.** Employees cut off will have 12 hours in which to declare. Upon declaring must report to that location on the next passenger train. In the absence of a passenger train, will declare in accordance with article 41.4.

### **96.3 Setup or Displaced**

Employees displaced off the Conductors Spareboard will have the right to declare for any position their seniority entitles them, including the Extra Conductors Spareboard. Employees will be recalled in seniority order to the Conductors Spareboard when a known vacancy of five (5) calendar days or more occurs on that board. Employees working outside terminals must make their intentions known in writing of their willingness to protect a Conductor spareboard position when their seniority permits.

## **Article 97 - Spare Board Guarantee**

## **97.1 Entitlement**

- A.** An employee on spare board who is available for duty for two consecutive payroll periods in their entirety commencing with period 01 in each year will be guaranteed earnings for each such 28 day period 3200 miles paid at Conductor Through Freight Rates.
- B.** Such guarantee will be reduced by 1/28<sup>th</sup> of the amount stipulated in 97.1 (a), if on a road or joint spare board, for each calendar day or portion thereof on which the employee is not available for duty or for each call missed.

## **97.2 Penalties**

- A.** In the application of sub-paragraph 97.1(a):
  - i.** An employee (or employees) standing first out in the spare board rotation at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will be penalized as described by sub-paragraph (b) of Article 97.1.
  - ii.** In addition to the monetary penalty provided in Article 97.1(b), an employee (or employees) standing first out on the spare board at calling time who make themselves unavailable or who miss a call for a vacancy (or vacancies) for which called will revert to the bottom of the spare board.
  - iii.** An employee (or employees) not first or second out on the spare board rotation at calling time who miss a call as a result of their actions those employees described in sub-paragraph (a) will not be penalized as provided by Article 97.1(a). However, they will be placed at the bottom of the spare board in accordance with article 25.6.
- B.** An employee on the spare board who stands first or second out and misses more than 2 calls in a guarantee period will not be entitled to any guarantee under Article 97.1 unless such calls were missed for reasons satisfactory to the proper officer of the company.
- C.** An employee may book rest in excess of 14 hours in accordance with article 27. However, such employee who books more than 14 hours rest will have his/her guarantee reduced in accordance with the provisions of Article 97.1(a).

## **97.3 Time not Counted**

- A.** Employees entitled to the guarantee under the provisions of this Article and Article 97.1 who are assigned to the spareboard for only a portion of the guarantee period, will be paid full portion of the guarantee pro-rated according to the number of days

the employee was on the spare board as related to the number of days in the guarantee period.

- B. In the calculation of guaranteed payments provided in this Article 97, all compensation paid to employees under this Agreement as well as compensation paid as a Locomotive Engineer during the guarantee period or portion thereof that the employee is assigned to a spareboard will be used to offset any such guarantee payments. Compensation earned outside the period of time the employee is assigned to the spareboard will not offset the guarantee payments.

**97.4 Not Counted as Miles**

In the application of this Article, the guarantee mileage figures will not be construed as the maximum mileage which employees will be permitted to make.

**97.5 Submission of Claim**

Trainmen may claim a guarantee on a payroll period basis (14 days) with the provision that the computation of guarantees payable remains on the 28 day basis.

**97.6 Setup to Spareboard**

Employees appointed to the Board will remain on for a minimum of 5 days.

**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 griever and when paid the grievance shall be considered resolved.

**Article 99 – Rates of Pay**

Job Title	Job Code	2013	2014
		2%	3%
	(Rates per unit)		
Locomotive Engineer			
Freight Service	EMNF	1.9011	1.9581

Freight Conductor Only	EFCO	1.9011	1.9581
Freight Layover	EMNFL	1.9011	1.9581
Conductor Only Layover	EMNOL	1.9011	1.9581
Passenger Service	EMNP	1.5399	1.5861
Passenger Layover	EMNPL	1.5399	1.5861
Way/Freight	EMNWF	1.9722	2.0313
Way/Freight Layover	EMNWL	1.9722	2.0313
Conductors			
Freight Service	CONF	1.6833	1.7338
Conductor only Freight	COFR	1.6945	1.7454
Conductor only Layover	CONOL	1.6945	1.7454
Freight Layover	CONFL	1.6833	1.7338
Passenger Service	CONP	1.2195	1.2561
Passenger Layover	CONPL	1.2195	1.2561
Way/Freight	CONWF	1.7595	1.8123
BRAKEMEN			
Freight Service	BRKF	1.5545	1.6011
Freight Layover	BRKFL	1.5545	1.6011
Passenger Service	BRKP	0.9834	1.0129
Passenger Layover	BRKPL	0.9834	1.0129
Way/Freight	BRKWF	1.6178	1.6664
Way/Freight Layover	BRKWL	1.6178	1.6664
Way/Freight Mixed	BRKWX	1.5408	1.5870
On Mixed Train	BRKX	1.4804	1.5248

## 99.1 Rates of Pay

Yard Service			
Job Title	Job Code	2013	2014
		2%	3%
	(Rates per hour)		

Engineer	EMNYD	\$33.1393	\$34.1335
Engineer-Foreman Only	EMNFO	\$37.4014	\$38.5234
Foreman	YRDF	\$32.3535	\$33.3241
Foreman-Freight Service	YRDFF	\$31.3858	\$32.3274
Foreman Only	YRDFO	\$36.6153	\$37.7138
Helper	YRDH	\$29.5771	\$30.4645
Helper-Freight Service	YRDHF	\$28.6934	\$29.5542
Allowances			
	(Income Code)		
Length of Train (Ft)			
3801 – 5000	L01	\$3.6892	\$3.7999
5001 – 6000	L02	\$8.6157	\$8.8742
6001 – 7000	L03	\$15.9942	\$16.4740
7001 – 8000	L04	\$25.8360	\$26.6111
8001 – 9000	L05	\$38.1410	\$39.2852
9001 – 10000	L06	\$52.8980	\$54.4850
10001 – plus	L07	\$70.1184	\$72.2219
Length of Run (Miles)			
100 or less	R01	\$14.9020	\$15.3491
101 – 150	R02	\$18.6358	\$19.1949
151 – 200	R03	\$27.9537	\$28.7923
201 – 220	R04	\$37.2716	\$38.3898
221 – 240	R05	\$40.3702	\$41.5813
241 – 260	R06	\$43.4798	\$44.7842
261 – 280	R07	\$46.5895	\$47.9872
281 – 300	R08	\$49.6881	\$51.1787
301 – 320	R09	\$52.7978	\$54.3817
321 – 340	R10	\$55.9185	\$57.5961
341 – 360	R11	\$59.0282	\$60.7991
361 – 380	R12	\$62.1268	\$63.9906

Rates of Pay			
Allowances	Income Code	2013	2014
		2%	3%
Extra Allowance	XA	8.5034	8.7585
Prep & Final - Freight	XTF	3.7983	3.9122
Prep & Final Passenger	XTP	4.6206	4.7592
Prep & Final Way/Freight	XTW	3.9497	4.0682
Training - Engmn & Brkmn	XTRNG	37.8023	38.9364
ENGYD - 1 Extra Unit	XUN1	0.5588	0.5755
ENYD - 2 or more extra Units	XUN2	1.1090	1.1423
E.S.B Allowance	XESB	0.0618	0.0637

## 99.2 Shift Differential

Yard Foremen and Yard Helpers whose regularly assigned shifts commence between 1430 and 2229 hours will receive a shift differential of 55¢ per hour and Yard Foremen and Yard Helpers whose regularly assigned shifts commence between 2230 hours and 0629 hours will receive a shift differential of 60¢ per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absences from duty such as vacations, general holidays, etc.

## 99.3 Direct Deposit

All employees will be required to enrol in mandatory direct deposit.

## Mileage - How Determined

### Temagami Subdivision

### Miles

Passenger Between  
North Bay Station and  
Englehart Station

137



Freight between North Bay  
(Worthington St.) and  
Englehart (dual control switch) 138

### **Ramore Sub**

Passenger Between  
Englehart (Psgr. Depot)  
and Cochrane (Psgr. Depot) 114

Freight Between Englehart (north  
switch at cantilever) and  
Cochrane (south main track switch) 112

Between Englehart and Kidd 103

Between Cochrane and Kidd 45

### **Island Falls Sub**

Passenger and Mixed  
Between Cochrane (Psgr. Depot)  
and Moosonee (Psgr. Depot) 186

Freight Between Cochrane  
(crossover switch just west of  
station platform and Moosonee  
(south main track switch) 186

### **Kirkland Lake and Ramore Subs**

Passenger and Mixed  
Between Englehart (north  
switch main track)  
and Noranda (south loop switch) 83

Freight Between Englehart  
(north switch main track)  
and Noranda (south loop switch) 83

### **Kapuskasing Sub**

Passenger Between Cochrane and Hearst	129
Freight Between Cochrane Jct. and Hearst	128

### **Temagami, Ramore and Devonshire Subs**

Passenger Between North Bay station and Cochrane station	251
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### **Duration of Agreement**

The revised provisions of this agreement supersede all rates, rules and regulations in conflict therewith. The revised agreement shall continue in effect until December 31, 2014 and thereafter, subject to four months' notice from either party of its desire to cancel or revise it, which notice may be served at any time after August 31, 2014.

Signed at North Bay, Ontario this 19<sup>th</sup> day of January, 2011.

For ONTC:

For the Unions:

\_\_\_\_\_

C. Moore

\_\_\_\_\_

S. O'Donnell

Chief Operating Officer

TC Local 1976 USW

<b>Table Showing Time After Which Overtime Accrues on Runs of 100 miles to 199 Miles in Length, on Speed Basis</b>					
<b>Miles Distance</b>	<b>O/T Accrues after Hours</b>	<b>Miles Distance</b>	<b>O/T Accrues after Hours</b>	<b>Miles Distance</b>	<b>O/T Accrues after Hours</b>
100	8	134	10.43	168	13.26
101	8.05	135	10.48	169	13.31
102	8.1	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	13.5
106	8.29	140	11.12	174	13.55
107	8.34	141	11.17	175	14
108	8.38	142	11.22	176	14.05
109	8.43	143	11.26	177	14.1
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	11.5	182	14.34
115	9.12	149	11.55	183	14.38
116	9.17	150	12	184	14.43
117	9.22	151	12.05	185	14.48
118	9.26	152	12.1	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	9.5	157	12.34	191	15.17
124	9.55	158	12.38	192	15.22
125	10	159	12.43	193	15.26
126	10.05	160	12.48	194	15.31
127	10.1	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	15.5
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

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

1. EFAP
2. Discount Meals
3. Paid Education Leave
4. Medical Forms
5. Applicability of Call Times under Mandatory Rest
6. Requirement of Locomotive Engineers during Observation Tours
7. Contribution Holiday
8. Revised Agreements
9. Work Train – Days off
10. Pension Plan Review
11. Ordering Time at Home Terminals
12. Scheduled Through Freight – Temagami Sub
13. Use of Close Circuit Television (CCTV)
14. Amendment to Use of CCTV
15. Scheduled Through Freight – WR North
16. Art. 42.1 Spring Change of Assignment
17. Article 25.2 Amended
18. Extra Work
19. Crewing Vacancies in Hearst
20. Shared Resthouse Facilities in Englehart and Hearst
21. Santa Claus Express
22. Call Time Changes at Cochrane
23. Displaced or Completing a Vacancy
24. Overtime in Yard
25. Article 31.5 – Offer of settlement
26. Setting out or lifting locomotives at terminals
27. Passenger Switching enroute
28. Assisting snow fighter/snow removal porquis yard
29. Adding and Maintaining Two (2) Road Crews in Hearst
30. Regularly Assigned Passenger Crews Trading shifts
31. Transferring Train No 214 to the CNR Transfer Yard North Bay on Saturdays



**MEMORANDUM OF AGREEMENT**  
**BETWEEN ONTARIO NORTHLAND TRANSPORTATION COMMISSION AND**  
**THE REPRESENTATIVES OF ITS EMPLOYEES SIGNATORY HERETO AND**  
**COLLECTIVELY KNOWN AS THE GENERAL CHAIRMAN'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 feel 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:

- A. 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:
  - I. Arrange, at its own expense, to provide training necessary for the successful operation of the Program for: (1) supervisory personnel, (2) General Chairmans and Local Chairmans of the various unions, and (3) a joint committee.
  - II. Communicate the aims, objectives and procedures of the Program.
  - III. 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.

IV. Motivate and encourage employees so identified to voluntarily seek assistance to resolve their problems.

V. 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.

B. The individual members of the General Chairman'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:

I. 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).

II. 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.

III. 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).

C. Notwithstanding the above, nothing in this agreement will serve to deprive:

I. The employees of their rights under the Collective Agreement and to union representation;

II. The union representatives of their right to represent employees, including the processes of the grievance procedure;

III. 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:

For the Employees:

K. J. Wallace  
President

(General Office Clerks)

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

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

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

General Chairman

A. Mitchell  
Inter. Bro. of Firemen & Oilers

G.Louffit  
Local Chairman  
Inter. Brotherhood of Electrical  
Workers (Signalmen)

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

L. Marshall  
General Chairman  
United Transportation Union

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

President  
O.N.R. Police Association

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

G. Besserer

General Chairman  
Inter. Assoc. of Machinists

M. Kerr  
Vice-General Chairman  
C.A.W. (On-Board Services)

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

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

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

P. Maeck  
Representative  
Sheet Metal Workers' Inter.  
Association

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

Englehart, Ontario

July 11, 1991

8335-7

Mr. K.L. Marshall,  
General Chairman,  
U.T.U.,  
c/o Yard Office,  
North Bay, Ontario

**RE: Discount Meals**

A 50% discount will be allowed on dining car meals on the following trains only:

- I. No. 121-221/422-222 (Northlander)
- II. No. 421-622 (Mixed)
- III. No. 423-624 (Excursion)

Counter cheques must be signed by each individual employee.

This arrangement will remain in effect until otherwise advised.

D. K. Hagar

Superintendent of Train Operations.

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

LETTER OF UNDERSTANDING

Between Ontario Northland Railway

and

United Transportation 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. Lloyd Marshall

82 Labreche

North Bay, ON

P1A 3R5

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:

For the Company:

Mr. Lloyd Marshall

Mr. S.G. Carmichael

General Chairman

Vice President Finance & Administration

**June 3, 2002**

Mr. S.R. O'Donnell  
Local Chairman  
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 Chairman – BLE



June 3, 2002

Mr. P. G. Koning

Local Chairperson

United Transportation Union

Dear Mr. Koning:

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 in Article 36.2 (b) of the UTU Collective Agreement.

J. L. Thib

Chief Transportation Officer

P. G. Koning

Chairperson – UTU

**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

Phil Koning

Local Chairman BLE

General Chairman UTU

**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 Chairman

Division 723

I concur:

\_\_\_\_\_

Tim O'Grady

Manager Train Service

**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

S.G. Carmichael

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

S.G. Carmichael

Rail Conference

President

\_\_\_\_\_

United Transportation Union

**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 30<sup>th</sup>, 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:

\_\_\_\_\_

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

\_\_\_\_\_

Phil Koning  
General Chairman  
U. T. U.

For the Company:

\_\_\_\_\_

Grant Bailey  
V. P. Rail

\_\_\_\_\_

John Thib  
Chief Transportation Officer

**December 12, 2006**

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

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:

\_\_\_\_\_

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

\_\_\_\_\_

Phil Koning  
General Chairman  
UTU

For the Company:

\_\_\_\_\_

John Thib  
Chief Transportation Officer

\_\_\_\_\_

Glenn Zabarelo  
Manager Labour Relations

**March 21, 2005**

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

Mr. Phil Koning  
Local Chairman  
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.



## Letter of Understanding - Governing the Ordering Time of Trains at Home Terminals

Effective June 6, 2007

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

1. In the event that the regular assigned engineer 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 regular assigned engineer is ordered at or after 2300 up to 0400 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. The regular engineer will then be deadheaded home by taxi, passenger train, if available or on the returning train.
4. Trains ordered at or after 0400 and before 1800 will be governed by Article 30.1 (a)
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 30 remain in effect.
7. This letter may be cancelled by either party upon 15 days notice.

---

J. L. Thib  
Chief Transportation Officer  
ONTC

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D. Selin  
Local Chairman  
TCRC

## Letter of Understanding

Governing the Ordering Time of Trains at Home Terminals

**Effective Feb 16, 2006**

It is agreed between the Company and the UTU 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 0400 the scheduled Conductor 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 0400 and before 1800 will be governed by Article 30.1 (a)
4. The regular Conductor will then be deadheaded home by taxi, passenger train, if available or on the returning train.
5. If required, a spare conductor 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

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P. Koning

General Chairperson

UTU Local 1161

## 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

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D. Selin

TCRC

Letter of Understanding

Scheduled Through Freight Operation – Temagami Subdivision

Effective February 20, 2006

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

1. 12 Trains per week will be scheduled for 3 crews. One train per day with a second train scheduled on Mon through to and including Friday.
2. Conductors scheduled to work the first train will be available from 0300 until 1100 and will take the first train on the day scheduled.
3. Conductors scheduled to work the second train will be available from 0800 until 1600 and will take the second train on the day scheduled.
4. If any of the Conductors 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.
5. If any trains are operated in addition to the scheduled ones, or are operated outside the times stated, they will be manned with spare conductors.
6. If additional trains are operated on a regular basis they will be incorporated into the schedule.
7. The schedule will be as outlined in Appendix A
8. This letter may be cancelled by either party on 15 days notice.

---

J. L. Thib

Chief Transportation Officer

Englehart

---

P. G. Koning

General Chairperson

UTU Local 1161

## 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

**Effective October 19, 2007**

**Letter of Understanding  
Scheduled Through Freight Operation(s) – Englehart North**

It is agreed between the Company and the TCRC that the following will apply with respect to Through Freight Operations at Englehart and North.

1. If the regular scheduled engineer(s) are cancelled or deadheaded to protect service, they will be paid the average earnings of a normal round trip and moved into their next scheduled turn.
  
2. This letter may be cancelled by either party on 15 days notice.

---

J. L. Thib  
Chief Transportation Officer  
Englehart

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D. Selin  
TCRC



**June 21, 2007**

**North Bay, On**

**REVISED ARTICLE 42.1**

**Effective Spring Change of Assignments**

**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

TCRC

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Paul Laporte

Supervisor Crew Management

**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 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

**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.

Letter of Understanding  
Santa Claus Express – System wide

**Effective December 01, 2007**

It was agreed between the company and the TCRC that the following will apply with respect to Crewing the Santa Claus Express – System wide.

1. The Santa Claus Express – System Wide will be crewed under Work Train Service Rules.
  
  
  
  
  
  
  
  
  
  
2. This letter may be cancelled by either party upon 24 hours notice to the other.

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P.W.Laporte  
Supervisor Crew Management  
North Bay

-----

J. Corley  
Local Chairman - TCRC  
Conductors and Trainmen

January 06, 2010  
North Bay, Ontario

MOU  
Call Time Changes to 419, 313 & 421 at Cochrane

1. The following agreement shall become effective **2330 hours Monday, January 11, 2010.**
2. Call time for 419, 313 and 421 will be 2330 hours for their respective ordering times.
3. The "doghouse" for Conductors and Locomotive Engineers shall not apply to regularly assigned employees working in Cochrane except for the junior engineer not working as such who must respond when required.
- 4 **Employees on mandatory rest past 2330 hours must notify crew management of their intention to work the above assignments prior to 2330 hours.**
- 5 **Employees who book personal rest, sick or leave past 2330 hours shall be considered unavailable for these assignments.**

This understanding may be cancelled by either party upon 10 days notice to the other party.

Signed in North Bay on January 06, 2010

**For the Union**

**For the Company**

\_\_\_\_\_

\_\_\_\_\_

**Displaced or Completing a Vacancy  
During Yard Shift**

**March 23, 2009**

**Mr. Paul Laporte**

**Supervisor Crew Management**

**North Bay, ON**

In an effort to clarify the calling process when an individual is displaced or completes a vacancy during a yard shift, the following shall apply effective immediately.

Employees will immediately or as soon as practicable thereafter be notified of being displaced.

Employees displaced or complete a vacancy while working a yard may declare two (2) hours prior to the completion of the yard shift and will be permitted to work accordingly.

This in no way changes the current practice in place for mainline service.

We trust this accurately clarifies the procedures in place.

Sincerely yours,

---

Shawn O'Donnell

Chief Steward USW

I concur

---

Paul Laporte

CMC



## ATTACHMENT A

Example for time and one half in yard service:

When a tailend employee works 5 tailend yard shifts the 6th tailend shift would be time and one half.

When a tailend employee works 4 tailend shifts and 2 headend shifts, or any combination thereof the 7th shift in any yard service would be at time and one half

ATTACHMENT B

OFFER OF SETTLEMENT  
ARTICLE 31.5 AGREEMENT 8

October 22, 2008

Article 31.5 of Agreement No. 8 currently reads:

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

Change to read

Employees booking between 6 and 8 hours rest from their own turn resulting in a lost trip will be paid for such trip(s) provided they are prepared to report for duty at the completion of 8 hours off duty for rest with no call. Employees booking 6 hours rest or less from their own assignment resulting in a lost trip will be paid for such trip(s). Earning paid under this Article will not be considered an added expense to the Company when establishing assignments. This Article applies whether on mandatory 8 hours rest or not

This change is also to be made to the applicable article(s) contained in Agreement No 10.

All claims submitted prior to the implementation date of these changes are to be paid as submitted.

For the Company

For the Union

\_\_\_\_\_

\_\_\_\_\_

Mike Sauer

Shawn O'Donnell

Manager Train Service

Chief Steward

## ATTACHMENT C

### Setting out or Lifting Locomotives at Terminals

Employees who are required to set out or lift a diesel unit (or units) at a terminal and who, while performing this service, are required to make or break connections will be paid for each unit or units set out or lifted at the rate contained in Article 99.8.

**Note:** This payment will be made for making and/or breaking of connections only and has no relation to the amount of units in the consist or consists. This payment is not made for the movement nor turning of units.

## ATTACHMENT D

### OFFER OF SETTLEMENT Passenger Switching Enroute

**October 24, 2008**

Add the following article to the passenger rules in both Agreement 8 and Agreement 10:

When a passenger train is required to set out a 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 3 minutes to count as one mile) for the trip with a minimum of 20 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. Switching at Mimico, North Bay and Cochrane will not be considered enroute.

This would be claimed on the F8 screen on the ticket.

Also, Article 1.11 of Agreement 8 and corresponding Article in Agreement 10 to be amended to reflect when an "ONR yard engine is not on duty".

It is also understood that all 8 hour claims submitted in accordance with Article 1.11 of Agreement No 8 prior to the implementation of this Article will be paid at one premium (20 miles) per claim.

For the Company

For the Union

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Mike Sauer  
Manager Train Services

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Shawn O'Donnell  
Chief Steward

## ATTACHMENT E

Assisting snow fighter / snow removal Porquis Yard:

While assisting snow removal operations Porquis Yard; through freight crews will be paid terminal time on the minute basis at pro rata rate (each 4.8 minutes to count as one mile). This time to be computed from the time arriving Porquis Yard until finished assisting snow removal operations.

NOTE; Any other work in Porquis Yard such as customer switching, lifting or setting off of cars, etc... is not to be computed in this time.

**MEMORANDUM OF AGREEMENT PERTAINING TO ADDING AND MAINTAINING TWO  
(2) ROAD CREWS IN HEARST IN ACCORDANCE WITH ARTICLE 44**

December 3, 2010

Notwithstanding the provisions contained in Article 44 the Union and the Company agree to add an additional Road Crew in Hearst in accordance with the following.

- 1) Regularly assigned Engineers on 516/515 will submit a combined minimum of 280 miles for these two (2) tours of duty.
- 2) Regularly assigned Conductors and Brakemen on 516/515 will submit a combined minimum of 290 miles for these two (2) tours of duty.
- 3) Regularly assigned Conductors and Brakemen on these assignments will be permitted to average their miles over a four (4) month booking period.
- 4) This assignment will operate on a seven (7) day on, seven (7) day off rotation starting on Wednesdays.
- 5) In the event Train 516/515 is cancelled on a statutory holiday, regularly assigned crew members will be paid a cancellation in addition to their earnings exclusive of overtime for their last tour of duty worked prior to the general holiday.
- 6) ESB's and Brakemen working these assignments will not be required to protect spare work on the days off of their assignment providing they notify the CMC of their intentions. Failure to notify CMC of their intention will make them liable to accept calls.

For the Union

For the Company

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Shawn O'Donnell  
Chief Steward USW

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John Thib  
Chief Transportation Officer

**LETTER OF UNDERSTANDING PERTAINING TO REGULARLY ASSIGNED  
PASSENGER CREWS TRADING SHIFTS**

December 1, 2010

Locomotive Engineers and Conductors regularly employed in Passenger Service may be permitted to exchange two trips per calendar month providing there is no addition cost to the Company.

Requests for shift changes must be made in writing to the supervisor of crew management or his delegate 72 hours prior to the trade unless otherwise mutually agreed upon.

Shift trades will not be permitted if mandatory rest conflicts exist.

In the application of this agreement, the Company shall not be subject to any claim for additional payments by employees trading shifts.

This Agreement may be cancelled on 10 days notice by either party.

Signed in North Bay, Ontario the 1st day of December 2010.

This agreement to become effective upon ratification.

For the Union

For the Company

\_\_\_\_\_

\_\_\_\_\_

Shawn O'Donnell  
Chief Steward USW

John Thib  
Chief Transportation Officer

**LETTER OF UNDERSTANDING PERTAINING TO TRANSFERRING  
TRAIN NO. 214 TO THE CNR TRANSFER YARD NORTH BAY ON SATURDAY'S**

December 1, 2010

Notwithstanding the provisions contained in Article 2.12 (B) Road Crews arriving in North Bay on 214 on Saturdays when there is no yard crew on duty will when required transfer the train when instructed to do so. The payment under this Article remains the same.

If Crews are on duty in excess of 14 hours on their arrival in North Bay they may elect not to transfer their train as per Article 2.12. The RTC is to be given as much notice as possible when crews are electing not to transfer their train in order for alternate arrangements to be made.

This Agreement may be cancelled on 10 days notice by either party.

Signed in North Bay, Ontario the 1st day of December 2010.

This agreement to become effective upon ratification.

For the Union

For the Company

\_\_\_\_\_

\_\_\_\_\_

Shawn O'Donnell  
Chief Steward USW

John Thib  
Chief Transportation Officer