

AGREEMENT NO. 10

Between

ONTARIO NORTHLAND RAILWAY

And

UNITED TRANSPORTATION UNION (T)

Governing the Services of
Trainmen and Yardmen

Revised to November 25, 1996

Expires December 31, 1998

SOURCE	Comp		
EFF.	96	01	01
TOTAL	98	12	31
NO. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	df		

03014(06)

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1 PASSENGER SERVICE

- 1.1 Rates of Pay
- 1.2 Basic Day
- 1.3 Overtime
- 1.4 Assignments, How Paid
- 1.5 Passenger Terminal Detention
- 1.6 Placing *or* Putting Train Away
- 1.7 Handling Freight Cars
- 1.8 Extra Passenger Service
- 1.9 Extra Mileage
- 1.10 Freight Trainmen Running Passenger
- 1.11 Accommodation for Passenger Trainmen
- 1.12 Pay for Handling Mail
- 1.13 Reduction in Crews or Increase in Mileage
- 1.14 Uniforms
- 1.15 Deadhead Passenger Equipment

ARTICLE 2 FREIGHT SERVICE

- 2.1 Rates of Pay
- 2.2 Basic Day and Overtime
- 2.3 Guarantee in Assigned Service
- 2.4 (a) Combination Service
- (b) Composite Service
- 2.5 Initial Terminal Time
- 2.6 Final Terminal Time
- 2.7 Trip Mileage
- 2.8 Through Freight Rates
- 2.9 Switching at Terminals
- 2.10 Conversion Rule
- 2.11 Way Freight Handling
- 2.12 Unassigned Service
- 2.13 Light Running
- 2.14 First Crew to Deadhead
- 2.15 Actual Mileage Run will be Allowed to Trainmen
- 2.16 Held for Duty as Conductor
- 2.17 First Meal Entitlement
- 2.18 Use of Eating Facility
- 2.19 Second Meal
- 2.20 Second Meal at Final Terminal
- 2.21 Transportation to Eating Facility
- 2.22 Early Report or Late Release

AI CLE 3 YARD SERVICE

- 3.1 Rates of Pay in Yard Service
- 3.2 Eight Hours or Less Shall Constitute a Day's Work
- 3.3 Forty Hour Week
 - (a) Work Week
 - (b) Beginning of work Week
 - (c) Spare Yardmen
 - (d) Relief Assignments
- 3.4 Overtime (Daily)
- 3.5 Overtime (Days Off)
- 3.6 Assigned Hours
- 3.7 Fixed Starting Times
- 3.8 On Duty Points
- 3.9 Commencing and Relief from Duty
- 3.10 Lunch Time
- 3.11 Yardmen's Work Defined
- 3.12 Emergency Road Service
- 3.13 Assigned to Other Duties
- 3.14 Exercise of Seniority
- 3.15 Rainsuits
- 3.16 Shelter For Yardmen
- 3.17 New Yards
- 3.18 Trainmen Relieving Yardmen
- 3.19 Reduction in Yard Crews
- 3.20 Combination Service
- 3.21 Switching Limits Defined
- 3.22 Exchange of Shifts

ARTICLE 4 SNOW SERVICE

ARTICLE 5 WORK TRAIN SERVICE

- 5.1 Definition
- 5.2 Assigned Work Trains
- 5.3 Unassigned Work Trains
- 5.4 Running In and Out of Terminals
- 5.5 First-In, First-Out Rule
- 5.6 Calculation of Time
- 5.7 Transportation Home on Days Off
- 5.8 Claiming Position at Tie-up Point
- 5.9 Rest at Home Terminals

ARTICLE 6 MILEAGE - HOW DETERMINED

ARTICLE 7 MIXED TRAIN SERVICE

ART.NO	ARTICLE	PAGE
ARTICLE 8	GUARANTEES	
8.1	Minimum Guarantee - Freight Service	
8.2	Minimum Guarantee - Yardmen	
8.3	Monthly Guarantee - Passenger Service	
ARTICLE 9	PILOTS AND "IN CHARGE"	CONDUCTORS
ARTICLE 10	CONSIST OF CREWS PASSENGER SERVICE	
ARTICLE 11	CONSIST OF CREWS FREIGHT SERVICE	
ARTICLE 11A	CONSIST OF CREWS ROAD SERVICE	
ARTICLE 12	CONSIST OF CREWS YARD SERVICE	
ARTICLE 13	ROUSTABOUT SWITCHING	ASSIGNMENTS
13.1	Definition	
13.2	Switching and Road Service	
13.3	Road Switcher Service	
13.4	Opportunity for Meal	
ARTICLE 14	DEADHEADING (JOINT)	
14.1	Rates	
14.2	Transportation for Deadheading	
14.3	Exercise of Seniority or Mileage	
14.4	Relief Work	
14.5	Minimum Day	
14.6	Intermediate Point	
14.7	Used Further at Outlying Point	
14.8	Two Tours of Duty	
14.9	Yardmen	
14.10	Position Not Bid	
14.11	Closest Possible Means of Transportation	
14.12	Use of Personal Automobile	
14.13	Release from Vacancy	
ARTICLE 15	HELD FOR INVESTIGATION (JOINT)	
15.1	Payment	
15.2	Expenses	
15.3	Allowance for Deadheading	
ARTICLE 16	CALLED AND CANCELLED (JOINT)	
16.1	Payment	
16.2	Called Between 2200 and 0800	
16.3	Yardmen	
ARTICLE 17	RUNAROUND (JOINT)	
17.1	Payment	
17.2	Terminal Switching and Road Service	
17.3	When Main Line Blocked	
17.4	Yardmen	

ART. NO **ARTICLE** **PAGE**

ARTICLE 18 HELD AWAY FROM HOME TERMINAL **(UNASSIGNED**
SI /ICE)

- 18.1 Payment
- 18.2 Rest Booked
- 18.3 Separate Payment
- 18.4 Home Terminal Designated

ARTICLE 19 HELD AWAY FROM HOME TERMINAL **(ASSIGNED**
SERVICE)

- 19.1 Payment
- 19.2 Deadhead to Home Terminal

ARTICLE 20 VANS - ROAD SERVICE

- 20.1 Utilization
- 20.2 Sleeping Quarters
- 20.3 Servicing
- 20.4 Spring Mattress
- 20.5 Assigned on Regular Basis to Crew
- 20.6 Number of Crews
- 20.7 Equipment Supplied
- 20.8 Grievance Committee

ARTICLE 21 COMMISSION'S BUSINESS OR **COURT DUTY**
(JOINT)

- 21.1 Payment
- 21.2 Compensation When Called as Witness
- 21.3 Court Witness Fees

ART.NO ARTICLE PAGE

ARTICLE 22 JURY DUTY (JOINT)
22.1 Payment

ARTICLE 23 TIME RETURNS
23.1 Service Paying Freight Rates
23.2 Time not Allowed (Joint)
23.3 Broken Time
23.4 Short Pay
23.5 Submission of Wage Tickets

ARTICLE 24 PROBATIONARY PERIOD (JOINT)
24.1 Probationary Period
24.2 Seniority

ARTICLE 25 CALLING MEN (JOINT)
25.1 Time and Means of Calling
25.2 Report for Duty
25.3 Not Available
25.4 Subject to Call for Other Service
25.5 Decline Call for Conductor
25.6 Spareboard
25.7 Spare Conductors
25.8 Yardman Not Used as Foreman
25.9 Spare Conductors on Passenger
25.10 Protecting Service at Outlying
Understanding Re: Article 25.7 -

Points
Booking "OK as Conductor"

ARTICLE 26 OVERTIME BANKING (JOINT)

ARTICLE 27 CANCELLATION OF REGULAR

ASSIGNMENTS

ARTICLE 28 NOT CONSIDERED ABSENT

ARTICLE 29 RUNNING OFF OWN SUBDIVISIONS

ARTICLE 30 REST
30.1 Right to Book Rest
30.2 Notice
30.3 Rest Period
30.4 Arrangements
30.5 Accommodations Enroute

ART. NO	ARTICLE	PAGE
30.6	Condition of Accommodations	
30.7	Resuming Duty	
ARTICLE 31	REST BOOKED AT TERMINALS	
31.1	Rest. Booked at Terminals	
31.2	Yardmen	
31.3	Investigations	
ARTICLE 32	EXPENSES AWAY FROM HOME	(JOINT)
32.1	Payment	
32.2	Days Paid For	
32.3	Not Applicable	
32.4	Forced to Vacancy	
ARTICLE 33 LAID OFF EMPLOYEES (JOINT)		
33.1	Preference of Re-employment	
33.2	Advice of Address	
33.3	Employed Elsewhere	
33.4	Failure to Report for Duty	
ARTICLE 34 INVESTIGATION AND DISCIPLINE		(JOINT)
34.1	Investigation and Discipline	
34.2	Unjust Cases	
34.3	Timing of Investigation	
34.4	Home Terminal	
34.5	Reprimand	
34.6	Held Out of Service with Pay	
ARTICLE 35 TRANSFERS		
ARTICLE 36 LEAVE OF ABSENCE (JOINT)		
36.1	Application	
36.2	Minimum Period and Sick Leave	
36.3	Non-Scheduled or Official Position	
36.4	Union Position	
36.5	Incarceration	
36.6	Accumulation of Seniority	
ARTICLE 37	CERTIFICATE OF SERVICE (JOINT)	
ARTICLE 38 SENIORITY (JOINT)		
38.1	Seniority Lists	
38.2	Composito Seniority List	
38.3	Interchangeable Seniority Rights	
38.4	Laid Off Employees Hired After April	1, 1996
ARTICLE 39	PROMOTION (JOINT)	
39.1	Criteria	
39.2	Promotion to Conductor	
39.3	Notification of Conductor Examination	
39.4	Seniority as Conductor	
39.5	Rights of Examination or Promotion -	Conductor
39.6	Refusal or Failure of Examination -	Conductor
39.7	Demotion of Conductor	
39.8	Promotion to Yard Foreman	
39.9	Notification of Yard Foreman	Examination
39.10	Seniority as Yard foreman	
39.11	Rights of Examination or Promotion -	Yard Foreman
39.12	Refusal or Failure of Examination -	Yard Foreman

ART.NO	ARTICLE	PAGE	
39.13	Demotion of Yard Foreman		
39.14	Seniority of Yard Helper Refusing		Promotion
39.15	Designation of Men Retained but not		Promoted
39.16	Reduction of Crews		
39.17	Reverting to Spareboard		
39.18	Relinquishing Yard Foreman or		Conductor Rights

ARTICLE 40 BULLETINING RUNS

- 40.1 Change of Timetable
- 40.2 Days for Bulletins
- 40.3 Bidding Procedure
- 40.4 Changes of Assignments
- 40.5 Passenger Trainmen

**ARTICLE 41 BULLETINING RUNS WHEN
NOT BEING CHANGED**

TIMETABLE

ARTICLE 42 TEMPORARY VACANCIES (JOINT)

- 42.1 Trainmen
- 42.2 Yardmen
- 42.3 Lay-over

ART.NO ARTICLE PAGE

AI CLE 43 TERMINALS

ARTICLE 44 MILEAGE REGULATIONS

- 44.1 Maximum Mileage
- 44.2 Excess Miles
- 44.3 More Than One Class of Service
- 44.4 Shortage of Men
- 44.5 Booking On
- 44.6 Outside Points
- 44.7 Checking Mileage
- 44.8 Records
- 44.9 Mileage not Guaranteed
- 44.10 Checking Periods
- 44.11 Booking Mileage
- 44.12 Earnings Not Charged

ARTICLE 46 EXEMPTIONS

- 46.1 Brass Cars
- 46.2 Clean Cars, Light Lamps, Hosebags
- 46.3 Defective Draft Gears
- 46.7 Hosebags

ARTICLE 47 ELECTRIC LANTERNS

- 47.1 Standards
- 47.2 Furnished by Company
- 47.3 Personal Lanterns
- 47.4 Return of Lantern
- 47.5 Replacement of Lantern
- 47.6 Supplies
- 47.7 Failure To Supply

ARTICLE 48 ENGINE EQUIPMENT (JOINT)

- 48.2 Yardmen

48.1 Equipment

**ARTICLE 49 BAGGAGE CAR EQUIPMENT AND
VANS**

SUPPLIES TO

ARTICLE 50 MANNING NEW LINES (JOINT)

ARTICLE 51 PAYMENT FOR EXAMINATIONS

(JOINT)

- 51.1 Periodic Medical Examinations
- 51.2 Periodic **Rules** Examinations

ART.NO ARTICLE PAGE

ARTICLE 52 LOCAL RULES (JOINT)

52.1	Between North Bay CNR and North Bay	ONR
52.2	Passenger Spare Work	
52.3	Baggage man on Mixed Train Island	Falls Sub
52.4	Booking On	
52.5	Not Allowed to Bid	

ARTICLE 53 MATERIAL CHANGES IN WORKING

CONDITIONS

53.1	Material Changes in Working	Conditions
53.2	Relocation Expenses	
53.3	Early Retirement Allowance	
53.4	Other Assistance Programs	
53.5	Canada Labour Code	

ARTICLE 53A PREFERRED EMPLOYMENT

SECURITY

ARTICLE 54 ANNUAL VACATIONS

ARTICLE 55 GENERAL HOLIDAYS (JOINT)

55.1	General Holidays
55.2	Qualification for General Holiday
55.3	Vacation
55.4	Required to Work
55.5	Payment on General Holiday
55.6	Preponderance of Shift
55.7	Deadheading
55.8	Application of Article 8.2
55.9	Duplicate Payment

ARTICLE 56 HEALTH AND WELFARE (JOINT)

56.1	Weekly Indemnity and Life Insurance
56.2	Medicare Allowances
56.3	Life Insurance Upon Retirement
56.4	Continuation of Benefits
56.5	WCB - Modified Work
56.6	WCB/Weekly Indemnity

ARTICLE 57 BEREAVEMENT LEAVE (JOINT)

57.1	Bereavement Leave
57.2	Vacation

ARTICLE 58 DEDUCTION OF UNION DUES

(JOINT)

**ARTICLE 59 GRIEVANCE PROCEDURE AND
FINAL SETTLEMENT OF DISPUTES**

59.1	Grievance Procedure - Interpretation	of Violation of Agreement
59.2	Final Settlement of Disputes	
59.3	Not Within Time Limits	
59.4	Time Claim	
59.5	Retroactive Pay	
59.6	Extension of Time Limits	
59.7	Recorded Conversation	

ARTICLE 60 TRAINING EMPLOYEES

60.1	At Least One Trained Employee	
60.2	Allowance for Training	
60.3	Requirement of Conductor or Yard	Foreman
60.4	Incompetent Trainman/Brakeman	
60.5	Training Rate	

ART. NO **ARTICLE** **PAGE**
ARTICLE 61 **PRINTING OF COLLECTIVE**

AGREEMENTS

ARTICLE 62 **USE OF COMMUNICATION**

SYSTEMS

- 62.1 Part of the Duties
- 62.2 Use of Radios
- 62.3 Holder for Radios
- 62.4 Size and Weight of Radios
- 62.5 Responsibility for Accidents
- 62.6 Sufficient Radio Channels
- 62.7 Each Member of Crew to Have Radio
- 62.8 Radios While Deadheading

ARTICLE 98 **SPARE BOARD GUARANTEE**

ARTICLE 99 **RATES OF PAY**

- 99.1 Passenger Service
- 99.2 (a) Freight Service
- (b) Wayfreight Service
- (c) Road Switcher Service (eff. Feb.

1/96)

ART.NO	ARTICLE	PAGE
99.3	Yard Service	
99.4	Shift Differential	
99.5	Engine Service Brakeman	
99.6	Pay for Handling Mail	
99.7	(a) Additional Cars Differential - (b) Caboosless Trains Only	Article 2.1(d)
99.8	Training Rates - Article 60.1	
99.9	Entry Level Rates	
99.10	Mandatory Direct Deposit	

Memo of Agreement - E.S.B

Memo of Agreement - Yard Co-ordinator

Memo of Agreement - Conductor Only

- Clause 1 Protected Freight Employees
- Clause 2 Rates of Pay and Allowances
- Clause 3 Crew Consist
- Clause 4 Deadheading
- Clause 5 Held Away from Home Terminal
- Clause 6 Maintenance of Basic Rates
- Clause 7 Sub Plan
- Clause 8 Spareboard Guarantee
- Clause 9 Conductors Operating Locomotives
- Freight Road Service

Appendix A

Questions and Answers

Letters re: Sub Plan

Memo of Agreement - Training requirements for Trainman and
Yardman

Table - Time After which Overtime Accrues

Table - Miles at 12 $\frac{1}{2}$ miles per hour

Table - Miles at 18 $\frac{3}{4}$ miles per hour

Questions and Answers on Reduced Crews

Letters of Understanding

Letters of Understanding - Superintendent

Index

ART. NO ARTICLE PAGE

INDEX

ART. NO.	ARTICLE	PAGE	
	54	Annual Vacations	170
	49	Baggage Car Equipment	149
Leave	187		57 Bereavement
	40	Bulletining Runs	135
	41	Bulletining Runs When Timetable Not Being Change	136
	16	Called and Cancelled Joint	89
	25	Calling Men Joint	103
	27	Cancellation of Regular Assignments	108
	37	Certificate of Service	127
	21	Commission's Business of Court Duty	21
	11	Consist of Crews - Freight Service	62
	10	Consist of Crew -Passenger Service	54
	11A	Consist of Crew - Road Service	62
	12	Consist of Crews - Yard Service	70
	14	Deadheading Joint	84
	58	Deduction of Union Dues	188
	47	Electric Lanterns	147
	48	Engine Equipment Joint	149
	46	Exemptions	145
	32	Expenses Away from Home Joint	117
	2	Freight Service	12
	55	General Holidays Joint	179
	59	Grievance Procedure and Final Settlement of Disputes	192
	8	Guarantees	51
	56	Health and Welfare Joint	184
	19	Held Away From Home Terminal Assigned Service	93
	18	Held Away From Home Terminal Unassigned Service	92
	15	Held for Investigation Joint	88
	34	Investigation and Discipline	120
	22	Jury Duty Joint	99
	33	Laid Off Employees Joint	119
	36	Leave of Absence Joint	124
	52	Local Rules Joint	152
	50	Manning New Line8 Joint	150
	53	Material Changes in Working Conditions	153
	6	Mileage - How Determined	48

ART.NO	ARTICLE	PAGE
44	Mileage Regulations	141
7	Mixed Train Service	50
28	Not Considered Absent	109
26	Overtime Banking Joint	107
1	Passenger Service	2
51	Payment for Examinations Joint	150
9	Pilots and "In Charge"	
	Conductors	53
	Preamble	1
53A	Preferred Employment Security	167
24	Probationary Period	102
61	Printing of Agreements	197
39	Promotion Joint	129
99	Rates of Pay	202
31	Rest Booked at Terminals	116
30	Rest Booked Enroute	110
13	Roustabout Switching	
	Assignments	82
17	Runaround Joint	91
29	Running Off Own Subdivisions	109
38	Seniority Joint	127
4	Snow Plow Service	43
98	Spare Board Guarantee	200
42	Temporary Vacancies Joint	137
43	Terminals	141
23	Time Returns	100
60	Training	196
35	Transfers	124
62	Use of Communication Systems	198
20	Vans - Road Service	94
45	Van Trucks	145
5	Work Train Service	44
3	Yard Service	29
	Memo of Agreement - E.S.B.	208
	Memo of Agreement -	
	Yard Co-ordinator	216
	Memo of Agreement - Conductor Only	274
	Memo of Agreement - Train Requirements	
	For Trainman and Yardman	208
	Table - Overtime	218
	Table - Miles at 12½ miles per hour	219
	Table - Miles at 18¾ miles per hour	221
	Questions and Answers on	
	Reduced Crews	223
	Letters of Understanding	248
	Letters of Understanding	
	Superintendent	253
	Index	

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

ARTICLE 1

Passenger Service

1.1 Rates of Pay

(a) The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be as shown in Article 99.1(a).

(b) Extra service may **be** required sufficient to make up the monthly guarantees, and may be made between regular trips, on lay-of€ days, or before or after completion of the trip. If extra service is made between trips, which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after completion of a day's work will pay not less than the minimum day.

(c) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(d) Trainmen used as assistant conductors will be paid at passenger conductors' rate of pay.

1.2 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.
{ 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.

1.3 Overtime

(a) Passenger trainmen on short turnaround runs, no single trip of which exceeds eighty miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty until end of that run) within nine consecutive hours, computed continuously from time first required to report to the final release at the end of the last run. Time shall be counted as a continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This article applies regardless of mileage made.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when a minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from time of first reporting for duty.

(c) Overtime in all passenger service shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the rates shown in Article 99.1(b).

Examples of Overtime Article 1.3

1. A passenger crew is in short turnaround service making several turns from 700 hours to 1700 hours and is relieved for a period in excess of one hour during the first nine hours of duty.

The one hour is deducted from nine hours and the crew is entitled to one hour's overtime.

2. A passenger crew is in short turnaround service from 0800 hours to 2000 hours, is relieved during this period several times for a few minutes - 10, 15, 25 and in one case 59 minutes, but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to four hours overtime.

3. (a) A crew is in short turnaround passenger service. The day begins at 0600 hours, crew is relieved at 0900 hours, again goes on duty at 1500 hours, and is finally relieved at 2000 hours. The crew is on duty or held for duty three hours in the first nine consecutive hours between 0600 hours and 1500 hours, therefore, no overtime accrues under the 8 within 9 hour provision: crew is entitled to five hours overtime for the period from 1500 hours to 2000 hours.

(.) For some reason on a given day this crew is kept on duty in its regular assignment from 0600 hours to 1430 hours and again goes on duty at 1531 hours, finally relieved at 2005 hours.

This crew has made 8 hours and 30 minutes or 30 minutes overtime in the first nine consecutive hours; in addition to this has made five hours and five minutes overtime after the expiration of the first nine hours (1500 hours) for a total of 30 minutes, plus five hours and five minutes, equalling five hours and 35 minutes overtime for the trip.

4. A crew is on duty from 0700 hours to 1530 hours, resumes duty at 1800 hours and is relieved at 1900 hours.

Crew is on duty 8 hours and 30 minutes within the first 9 hour period, producing 30 minutes overtime in this period. Time in excess of 9 hours (1600 to 1900) 3 hours, making a total of 3 hours and 30 minutes overtime,

5. A crew is on duty from 0600 hours to 1200 hours; resumes duty at 1330 hours and is relieved at 1900 hours.

The crew is on duty 7 hours and 30 minutes within the first 9 hour period, therefore no overtime accrues under the 8 within 9 hour provision. Time in excess of 9 consecutive hours is 4 hours, making a total of 4 hours overtime.

6. A crew arrives at turning point at say 1200 hours, leaves at 1329 hours but is required to report for duty 30 minutes before departure of train, they would be entitled to continuous time as the

interval of release from duty would be less than one hour

1.4 Assignments, How Paid

(a) Turnaround run assignments over 80 miles one way will be paid continuous time from time coming on duty for initial trip until relieved at initial terminal, or the Railway may elect to pay a minimum day's pay in each direction provided each day's work is paid for on the same basis, excepting however, that the Railway will not be required to pay continuous time for weekend layover but may in such cases pay minimum day's pay each way Saturday and Monday.

(b) Crews running between two points (not over 150 miles one way) required to double the road in any one day's work and single the road in another day's work will be paid continuous time for the day's work when doubling the road and minimum day's pay in each direction for the day's work when only a single trip is made. Turnaround trips will in all such cases be out of the same terminal. In advertising such assignments, it will be indicated which train will be paid for as turnaround and which at minimum day's pay.

(c) A passenger crew operating a turnaround run of 150 miles or over one way shall be paid on the basis of two separate days, going trip being completed on arrival at the turning point.

1 Passenger Terminal Detention

(a) Passenger Trainmen 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) Passenger Trainmen held at Terminal points after the arrival of train has been registered shall be paid for such time at overtime rates.

(c) 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.

(d) Terminal time will be paid on the minute basis, each three minutes to count as one mile.

(e) Time paid as terminal time may be used to make up the minimum day.

(f) Time paid as terminal time will not be included when computing road overtime.

1.6 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.

1.7 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.

1.8 Extra Passenger Service

(a) A passenger crew used in extra passenger service, as per Article 1.9, will be returned to the original terminal deadhead on first available train, or with light engine and van, or suitable car, unless required to be held for return passenger movement, and will not be required to handle freight cars. When crews are returned deadhead or with light engine and van or other suitable car Article 2.13(a) will not apply.

(b) A trainman used as Extra or Second Man on a passenger train will be returned deadhead on first available train, unless required to work back on another passenger train within 16 hours of his arrival. If held more than 8 hours Article 18 will apply.

1. - Extra Mileage

Passenger trainmen making extra mileage on other than their assigned trips, on their assigned runs, will be paid through freight rates, except when turned between subdivisional terminal points, in which case they will be paid their passenger rates.

1.10 Freight Trainmen Running Passenger

(a) Trainmen regularly assigned to freight or yard service called for passenger service, except as Conductors and/or Assistant Conductors, will be paid through freight rates.

(b) Trainmen used as assistant conductors will be paid at passenger conductor's rate of pay.

(c) North Bay and Englehart spareboards will protect all passenger work out of their respective terminals. When spareboard employees are used in passenger service they will be paid passenger rates.

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

1. Baggage man
2. Brakeman
3. Flagman
4. Other

(d) A passenger trainman used in extra service to complete a freight crew in the manning of a section of a regular train or and extra passenger train will be paid on

the basis and at rates applicable to trainmen of the crew of which he becomes a member while engaged on such trains.

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

1.11 Accommodation for Passenger Trainmen

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

1.12 Pay for Handling Mail-See Article 99.6

1.13 Reduction in Crews or Increases in Mileage

(a) Reductions in crews or increases in mileage **in** passenger service, from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing herein is understood to prevent adjustment of **runs** in short turnaround or suburban service that are paid under minimum **rules** for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without **reducing** the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that

credits are not taken off or reduced in number.

(b) Added mileage up to mileage equalling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay and this added mileage is not to be construed as "Increase in Mileage" within the meaning of this Article 1.13.

1.14 Uniforms

(a) Trainmen regularly assigned to passenger or mixed train service and required to wear uniforms, will be supplied with uniform free of cost to them.

(b) Trainmen 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 Swearer or Vest (optional)

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

(c) Spare passenger trainmen will be supplied with new uniform as required.

(d) Other trainmen who are liable to be used in passenger service, and who wish to

25

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. Men 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 17.

(e) Instructions with regard to uniform dress will be issued by the company and will be adhered to by the employees concerned.

1.15 Deadhead Passenger Equipment

Spare crews handling trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay under rules applicable to passenger service.

ARTICLE 2

Freight Service

2.1 Rates of Pay

(a) The pay in through, irregular, pusher, helper, work, wreck, construction, snow plow and circus trains shall be as shown in Article 99.2(a).

(k) The pay in wayfreight service shall be shown in Article 99.2(b).

(c) Runs of 100 miles or less, eight hours or less, either straightaway or turnaround, shall, except as otherwise provided in Article 2.13(d) be paid as 100 miles.

(d) Basic rates in all train service other than passenger shall be increased according to the maximum number of cars including van, hauled in trains at any one time on a road trip anywhere between initial starting point and point of final release, as shown in Article 99.7 on the following basis:

61-80 cars - differential

add the same differential for each block of 20 cars or portion thereof

2.2 Basic Day and Overtime

(a) In all classes of service, other than passenger, trainmen's 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 Guarantee in 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.

2.4 (a) Combination Service

Trainmen 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.

2.4 (b) Composite Service

When a trainman is engaged during a trip or day's work partly as a conductor and partly **as** a brakeman or baggageman, he will be paid for the entire service at the rate of pay of the highest rated occupation in which he was engaged.

2.5 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:

(1) 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.

(2) When trains (such as silk trains, 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 may be used to make up the basic day.

(c) This Article 2.5 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.

2.6 Final Terminal Time

(a) Final Terminal time will be paid :or 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:

(1) Trainmen 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.

(2) Trainmen 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 Conductor 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 provided that:

(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.

And

(d) At terminals where there is a series of yards, when a train is ordered to go

beyond the yard in which the train is usually yarded, the terminal time will be computed from the time train reaches the designated main track switch connecting with the yard track of the yard in which the train is usually yarded, unless the crew has been advised prior to arrival within twenty-five miles of the terminal. that the yard of destination has been changed.

And

(e) 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.

(f) Time paid as final terminal time will be deducted in computing overtime under Article 2.2.

(g) This Article 2.6 will apply to work or construction service on turnaround runs of one hundred miles or more in each direction, but will not apply to other work **or** construction service on which final terminal time will be included in time for computing overtime under Article 2.2.

2.7 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.

2.8 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 2.5 and 2.6.

2.9 Switching at Terminals

(a) Pro rata class rates per hour will be paid for time occupied in switching at initial and final terminals, not less than three of the train crew being used.

(b) In yards where yard crews are employed, trainmen will **not** be required to do switching outside of their own trains, except to place cars of stock or perishables.

(c) Trainmen ordered for switching service at points where yardmen are not employed, or trainmen on assignments where yard rates are now in effect, will be paid at rates and overtime conditions applicable to yard service.

(d) Trainmen ordered for train service required to perform four or more hours switching at initial or final terminal (three or more hours at Rouyn), where yardmen are not employed, will be paid for time so occupied at yard rates, and if time occupied exceeds eight hours, yard overtime conditions will apply. The time so paid will be deducted in computing overtime and, at the initial terminal, may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as one mile).

2.10 Conversion Rule

(a) Trainmen on through freight and mixed trains, required to load and unload wayfreight or Railway's material or switch

en route, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and or picking up a car (or cars) handled in their own train, will (unless through freight basis including 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 Trainmen 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.

2.11 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.

2.12 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) Trainmen 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:

- (1) that the mileage of all the trips does not exceed 120 miles;
- (2) that the distance run from the terminal to the turning point does not exceed 30 miles; and
- (3) that the trainmen 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 17.

(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.

2.13 Light Running

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

2.14 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.

2.15 Actual Mileage Run will be Allowed to Trainmen

- (a) Taken from trains on the road to assist other trains,
- (b) Doubling grades,
- (c) Running for supply of fuel or water,
- (d) When run more than one mile off the main line,
- (e) For plowing and flanging side tracks, such mileage to be added to the road mileage and allowed all members of the train crew.

2.16 Held for Duty as Conductor

A trainman liable for service as conductor may be held off his/her assignment to meet the requirements of the service when it is necessary to take action to ensure that such trainman will be available two hours prior to the time required to report as conductor. When so held and used he/she shall be paid not less than the earnings he/she would have made on his/her assignment.

If held and not used, he/she will be paid the earnings of his/her assignment.

2.17 First Meal Entitlement

(a) Trainmen in any class of road service other than those specified in Article 13.3 are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of this Article.

(b) Trainmen will report for work at the home terminal or the away-from-home terminal suitable prepared, with sufficient food so that, except as otherwise provided by Article 2.18 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 2.19.

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

(i) at the initial or final terminal, the Yard Co-ordinator or proper company officer where such are employed at that location; or

(ii) in all other cases, the Train Dispatcher.

2.18 Use of Eating Facility

(a) At the initial terminal of their run, Trainmen 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 Trainmen to take the opportunity to use an eating facility, if he so desires, after 3 hours on duty. Trainmen declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.

(b) When Trainmen 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 30. Time shall be calculated from the time transportation is made available to the Trainmen. This Clause (b) shall only apply in instances when the train is delayed solely as a result of the Trainmen using an eating facility.

(c) Except as otherwise provided by this Article 2.18 the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

2.19 Second Meal

(a) Trainmen 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) Trainmen 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 Trainmen 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. Trainmen declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.

(c) Trainmen who, pursuant to Article 2.18, 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 2.18(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 30.

2.20 Second Meal at Final Terminal

(a) Provided that they have been on duty at least 9 hours, Trainmen 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 2.20(a) Trainmen, 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 Trainmen will be allowed to eat.

(b) This second meal will be taken in accordance with the provisions of Article 2.19 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.

2.21 Transportation to Eating Facility

(2) When Trainmen are allowed to use an eating facility, the company will provide or arrange transportation to a facility at that location. Trainmen will be reimbursed for authorized transportation

expenses. Claims for such expenses must be submitted on Form 320 accompanied by receipts.

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

2.22 Early Report or Late Release

Trainmen 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 round-house, 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 3

Yard Service

3.1 Rates of Pay in Yard Service

Rates of pay in yard service shall be as shown in Articles 99.3 and 99.4.

3.2 Eight Hours or Less Shall Constitute a Day's Work

Eight 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 yardmen shall be a period of seven consecutive days starting with Monday.

(c) Spare Yardmen

Spare 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 assignments 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. However, if an operational problem exists, or arises, which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of the crew. Representatives of the Railway and of the employees will co-operate in designating days off of individual members of a crew.

(iv) It is recognized in the application of this Article 3.3 that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered an operational problem.

3.4 Overtime (Daily)

All time worked in excess of eight hours continuous service in a 24 hour period shall be paid for as overtime on the minute basis at 1 1/2 times the hourly rate except:

(a) When changing off where it is the practice to work alternately days and nights for certain periods.

(b) Working through two shifts to change off.

(c) Where exercising seniority rights from one assignment to another.

(d) When extra men are required by schedule rules to be used

(e) In the application of Article 3.5.

3.- Overtime (Days Off)

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

(i) When changing off where it is the practice to work alternately days and nights for certain periods.

(ii) When working through two shifts to change off.

(iii) When exercising seniority rights from one assignment to another.

(iv) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

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

In the event additional day's pay at the straight time is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight hour shifts referred to in this Article 3.5.

(b) 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.

Note: Employees assigned to regular shifts

who :

(a) 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

(b) 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.

3.6 Assigned Hours

Yardmen 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 Fixed Starting Times

(a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 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.

3.8 On Duty Points

(a) Crews shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at the yard office, others to enginehouses 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.

3.9 Commencing and Relief from Duty

(a) The working time of yardmen 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. Yardmen will be relieved at yard in which they commenced work.

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

(c) Yardmen, upon completion of their shift, will be allowed 5 minutes at the applicable pro rata rate of pay. Time paid for will be for performing duties in connection with completing reports, reporting car control data, returning radios, registering, etc.

(d) Time paid for under the provisions of paragraphs (b) and (c) will not be used in the calculation of overtime or in the application of the overtime provisions of this agreement nor will it be used in the application of Article 55.6.

3.10 Lunch Time

(a) Yard crews will be allowed twenty minutes 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 20 minutes for lunch with no deduction in pay or time therefor.

(c) 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.

(d) When it is determined that more than 1 hoar 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.

3.11 Yardmen's Work Refined

(a) Yardmen 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.

3.12 Emergency Road Service

When regularly assigned to perform service within switching limits, yardmen 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.

3.13 Assigned to Other Duties

(a) Yardmen relieving trainmen will be paid trainmen's rates for the class of service performed.

(b) Yardmen 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.

3.14 Exercise of Seniority

(a) An employee on a regular or regular relief assignment in yard service, who takes another regular or regular relief assignment in yard service, or an employee on a yard spare board who takes a regular or regular relief assignment in yard service, will be permitted to go on the assignment of his/her choice and will take the conditions of that assignment.

(b) An employee on a regular or regular relief assignment who goes on a

spate board will take the conditions attached to the spare board.

Note: It is understood that the foregoing Rules (a) and (b) are adopted as a general principle recognizing the objective of restricting or permitting yard service employees to five (5) straight time shifts

50

in the work week of any assignment or transfer from one assignment to another.

(c) In the event that the yard spare board becomes exhausted and it is necessary to call a regularly assigned yardman either between shifts or on one or both assigned rest days, the senior available person will be called, provided he/she has advised the Yard Co-ordinator in writing on completion of his/her work week that he/she will be available for call and that such work will not interfere with his/her regular assignment.

3.15 Rainsuits

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

3.16 Shelter for Yardmen

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

3.17 New Yards

When a new yard is created, yardmen on District of Superintendent will be given preference to the positions in that yard in accordance with seniority in their respective classes.

3.18 Trainmen Relieving Yardmen

Trainmen relieving yardmen will be paid yardmen's rates.

3.19 Reduction in Yard Crews

When a yard crew is taken off, the men so reduced will have the right to take their seniority in any yard on the system.

3.20 Combination Service

When a yardman is engaged during a day's work partly as a Foreman and partly as a helper, he will be paid for the entire service at the rate of pay of the highest rated occupation in which he was engaged.

3.21 Switching Limits Defined

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

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

3.2 Exchange of Shifts

Upon the prior concurrence of the Trainmaster or Yard Co-ordinator, regularly assigned Yard service employees may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

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

ARTICLE 4

Snow Service

4.1 Trainmen handling snow plows only will be paid on a straight-away basis. Initial and final time will be paid as under Freight Rules. Crews handling snow plows may be tied up enroute and put off duty.

4.2 Trainmen handling a spreader for the purpose of snow removal will be classed and paid as a work train that is time or miles, whichever is the greater, calculated from time of coming on duty until relieved from duty.

4.3 Article 2.10 will apply to snow plow or snow spreader service outside of service in terminals performed by yard crews.

One stop will be counted for each passing track plowed out and one switch will be counted for other tracks.

4.4 Trainmen will not be compelled to ride on snow plows or flangers, but will be supplied with van or other suitable car, properly equipped.

ARTICLE 5

Work Train Service

5.1 Definition

All non-revenue producing train operations will be classed as work train service. This includes the following:

- (a) ballast or sand trains

(b) tie and/or culvert trains

(c) trains in snow service handling a spreader for the purpose of snow removal. (This does not include a train handling a plow only.)

(d) trains handling company construction equipment or assigned to work with construction gangs

(e) auxiliary trains

(f) track inspection cars testing between terminals

5.2 Assigned Work Trains

- (a) An assigned work train is a work train going on for seven calendar day or more.
- (b) Assigned work trains will be bulletined for five days.
- (c) An assigned work train going out before the expiration of the bulletin will be manned by a spare crew until a crew is assigned.

5.3 Unassigned Work Trains

- (a) An unassigned work train is a work train going on for less than seven days or going on for an undetermined Length of time which may not exceed six days. If it develops that the work train is required for more than six days, it will be bulletined promptly.
- (b) Unassigned work trains will be manned by spare crews.

5.4 Running In and Out of Terminals

Assigned and unassigned work trains may be run in and out of terminals during the course of the day's work with no penalties involved.

5.5 First-In, First-Out Rule

Assigned and unassigned work trains may be tied up between and/or at terminals and the first-in, first-out rule does not apply except that when an unassigned work train manned by an unassigned crew is tied-up at a terminal the first-in, first-out rule will apply as between unassigned crews tying up in that terminal.

5.6 Calculation of Time

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

(b) For assigned work trains in turnaround 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 and 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.

5.7 Transportation Home on Days Off

Trainmen assigned to work trains will be given transportation and allowed to go home on the days off of the assignment if train or bus service permits, and if their absence will not interfere with work service.

5.8 Claiming Position at Tie-up Point

When unassigned crews are sent out in temporary work train service, conductors and brakeman assigned to those crews who are booked off or are on rest or are protecting another assignment when the crews are sent out, may go to the tie-up point and take their position in the crew on the third day. Employees displaced in this manner will not be entitled to mileage for deadheading back to their home terminal. Employees claiming their place in the crew under this provision will notify the men they are displacing in sufficient time the previous day so that, train service permitting, they can return to the terminal that night.

5.9 Rest at Home Terminals

For the purposes of rest only, home terminals for work trains shall be North Bay or Englehart.

ARTICLE 6

Mileage - How Determined

6.1 Actual road miles between designated yard entrance switches will be allowed, except for trains covered in Articles 2.5(a)(2) and 2.6(e) when actual road miles between passenger stations or train order offices will be allowed. The designated switches and road miles between same, as well as between passenger stations, as follows will govern, unless changed conditions develop, when the matter will be disposed of by negotiation with the representatives of the Trainmen.

Under the above rule, the following road miles will be allowed:

Temagami Sub	Miles
Passenger and Mixed Between North Bay Station and Englehart Station	137
Freight between North Bay (Worthington St.) and Englehart (dual control switch)	138
Ramore Sub	
Passenger and Mixed 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 8

Kapusksasing Sub

Passenger

Between Cochrane and Hearst 129

Freight

Between Cochrane Jct. and Hearst 128

Temagami and Ramore Subs

Passenger

Between North Bay (CNR) and Timmins
(psgr. depot) 258

Temagami, Ramore and Devonshire Subs

Passenger

Between North Bay station and
Cochrane station 251

ARTICLE 7

Mixed Train Service

7.1 A mixed train is a timetable 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 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.

7.3 The guaranteed minimum for mixed train crews required to handle wayfreight regularly is 3,000 miles per month at wayfreight rates.

7.4 The guaranteed minimum for mixed train crews not required to handle wayfreight is 3,000 miles per month at through freight rates.

7.5 Mixed trainmen regularly assigned, who work only a part of the month, will receive their full proportion of the foregoing guarantees.

7.6 Mixed train crews may be used in extra service to complete guarantees.

7.7 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.

7.8 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.

ARTICLE 8

Guarantees

8.1 Minimum Guarantee - Freight Service

(a) Trainmen 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.

8.2 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.

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".

(b) 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.

(c) This Article 8.2 does *not* apply to **spare** men.

8.3 Monthly Guarantee - Passenger Service

(*See* Article 99.1)

ARTICLE 9

Pilots and "In Charge" Conductors

9.1 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 Trainmen acting **as** pilots will be paid conductors' through freight rates.

9.3 An "in charge" conductor will be furnished on track testing (sperry) cars operating on main lines.

9.4 When self-propelled cranes are required to work on the main line outside of yard limits, a conductor will be placed in charge except on lines where there is but one train a day, or less, operated in each direction.

9.5 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.

ARTICLE 10

Consist of Crews - Passenger Service

10.1

(a) All passenger and mixed trains will have at least one conductor, train baggageman and one brakeman, but passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car or train. Steam generator unit in service and coupled to locomotive will not be included in the count of cars.

(b) Manning of oil electric and other motor coaches (by rail)

(1) When no trailer is operated, crew will consist of conductor, and baggageman or brakeman.

(2) When one or more trailers are operated, consist of crew will be as provided in paragraph (a) of this rule.

(3) When only one trailer is operated and conditions warrant, an agreement may be made whereby crew will consist of conductor, and baggageman and brakeman.

10.2 The provisions of this Article shall modify Article 10.1.

Section 1

(a) The Railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a reduction in the crew consist provided by Article 10.1 for crews governed thereby.

(b) Reductions in the consist of a crew or crews, as the case may be, shall be subject to the two conditions set forth hereunder:

(1) that adequate safety can be maintained with the proposed crew consist reduction; and

(2) that such reduction will not result in undue burden being placed on the reduced crew.

(c) The time and place for the Railway and Union representatives to meet shall be agreed upon within 15 calendar days from the date of the notice referred to in Clause (a) and the parties shall meet within 21 calendar days of the date of such notice. The time limits specified in this clause may be extended by mutual agreement between the parties.

(d) The meeting shall be limited to a determination of whether or not the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the Railway may, by so

one calendar week for the operations concerned, during which Union representatives may observe such operations. The survey period shall commence not less than 10 and not more than 20 calendar days from the date of the Railway's advice with respect to the survey period.

(e) If, after completion of the survey period, the Union fails to agree that the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction, they will, within 60 calendar days of the completion of the survey period, give the Company specific reasons in writing why, in their opinion, such conditions cannot be met. The Company may, by so advising the General Chairman in writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (e) will indicate that the Union agrees that the conditions set forth in Clause (b) can be met. Such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in Sections 2 and 3 of this Article 10.2. The time limits specified in this clause may be extended by mutual agreement between the parties.

(f) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

! There are disputes requiring final determination during a period in which there is no incumbent arbitrator; or

(2) The Canadian Railway Office of Arbitration is terminated; or

(3) The Canadian Railway office of Arbitration ceases to have jurisdiction to arbitrate such disputes. In any of the above events the parties will within 15 days of the notice by the Railway referring the dispute to arbitration select an arbitrator to hear the dispute. If the parties fail to agree on a suitable candidate for arbitrator, the Minister of Labour shall be requested to appoint an arbitrator within 14 calendar days following receipt of such request.

The arbitrator shall be limited to making a determination of whether or not the two conditions set forth in Clause (b) can be met with the proposed crew consist reduction. The arbitrator's decision shall be rendered within 30 calendar days following the conclusion of the hearing and shall be final and binding on both parties.

(g) Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the arbitrator shall be shared equally by the parties.

(h) Where it has been determined by agreement or arbitration that the two conditions set forth in Clause (b) can be met with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in this Article.

(i) At a home terminal where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the General Chairman.

Section 2

(a) An employee who has a seniority date as a brakeman on or before December 31, 1968 shall, for the purpose of this Article, be known and designated as a "protected brakeman".

(b) A protected brakeman shall have the right and obligation to perform service for which he is qualified, as provided in the collective agreement, to the extent that positions are available to him in his seniority district subject to the following:

(1) A protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3;

and

(2) A non-protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article.

(c) A protected brakeman moving **from one** terminal to another shall retain his protected brakeman status.

Section 3

(a) Reducible crews will not be operated with a reduced consist if by reason thereof a protected brakeman would be on laid-off status.

(b) The following guarantee shall apply at a terminal where a crew or crews are operated with a reduced consist under the provisions of this Article.

A protected brakeman on a spare board from which relief for passenger train service is drawn, who is unable to hold a position in a crew regularly assigned or regularly set up in road or yard service at such terminal as a consequence of the discontinuance of brakeman positions under the terms of this Article, shall, provided he is available for service, be guaranteed the equivalent of 2800 miles per month at the brakeman's through freight rate. In the event a protected brakeman on a spare board who is entitled to the guarantee under the provisions of this Clause is assigned to such spare board for only a portion of a month, he will be paid his full proportion of the guarantee pro rated according to the number of days in the calendar month. An employee who books 14 hours' rest or less upon completion of a tour of duty shall not be considered unavailable, under this Clause, because of such rest period.

If a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown above, the guarantee shall apply on a proportionate basis for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period.

The guarantee provided herein shall be reduced by the equivalent of 100 miles at the brakeman's through freight rate for each call missed by a protected brakeman who is on the spare board and available for service.

(c) In the application of this Section references to "brakeman" shall include "flagman", and references to "brakeman position" or "brakeman positions" shall include "flagman position" or "flagman positions" respectively.

(d) In the application of this Section, a terminal and the stations subsidiary thereto shall be Considered as one terminal.

(e) The reference in this Section to "protected brakeman" shall apply only to protected brakemen who by virtue of their seniority have entitlement to work in the group affected by the reduction.

Section 4

(a) The crew consist provisions of Article 10 are amended effective August 1, 1982, as provided hereinafter.

(b) Passenger trains, having not more than two (2) working coaches

vestibule between coaches, maximum five (5) cars overall, will be operated with one (1) conductor and (1) brakeman, Where checked

baggage is handled enroute, the brakeman will perform the additional related duties as required and be compensated at baggagemen's rates.

(c) Passenger trains having more than two (2) but less than five (5) working coaches will have (2) employees, a conductor and a brakeman.

(d) Passenger trains having five (5) or more working coaches, will have one (1) conductor and (1) assistant conductor who will work under the direction of the conductor to help with the collection of transportation and one (1) brakeman.

Note: In the application of Clauses (b), (c) and (d) hereof, a working coach is defined as an in-service passenger car which comes under the responsibility of the conductor for the collection of transportation limited to the following passenger cars:

- (a) day coaches;
- (b) day-nighters;
- (c) cafe-coach lounge cars; and/or
- (d) snack coaches.

(e) In the application of Clause (d) above, when an assistant conductor is necessary on an intermittent basis, a spare conductor will be called in seniority order.

(f) In the application of Clauses (d) and (e) above, when an assistant conductor is used he will go through to the final terminal of the assignment.

(g) When a passenger train has cars to pick up enroute which will increase the number of cars to the level specified in Clause (d) the assistant conductor required by Clauses (d) and (e) will be taken from the initial terminal.

(h) When a passenger train described in Clauses (c) and (d) above operates with a working baggage car, a train baggageman will be assigned. Such baggageman will operate and cycle independent from the balance of the train crew.

ARTICLE 11

Consist of Crews - Freight Service

11.1 All freight and work trains will have at least a conductor and two brakemen. Where conditions warrant, an additional brakeman will be supplied on wayfreight and pickup trains.

ARTICLE 11A

Consist of Crews - Road Service

11.A1 Notwithstanding the provisions of Article 11.1, all trains in any class of freight service operating on any subdivision on the system are considered to be "reducible crews" subject to the following:

(a) The requirement under the U.C.O.R. to provide flagging to the rear in A.B.S.

territory is removed. On non-signalled subdivisions, the requirement under the U.C.O.R. to provide manual flagging to the rear can be removed by train order.

Note 1

This Clause (a) does not prevent the operation of a reduced crew on territory where flagging may be required under U.C.O.R. Rule 102.

(b) Where a reducible crew **is** operated pursuant to Clause (a) above, such crew may be reduced by one brakeman, provided:

(i) That trains are supplied with radios which provide end-to-end communication so that there will be instantaneous and continuous communication available between the conductor of the train in or out of the caboose and the locomotive engineer;

(ii) That steel cabooses with cushioned drawbar and safety glass are supplied;

(iii) That no train operated with a reduced crew shall be put in motion at any time except on receipt by the locomotive engineer of a clear direction to do so from the conductor of such train;

(iv) That, except in the event of an emergency affecting the movement of the train, when the requirement under the U.C.O.R. to provide manual flagging to the rear is removed by train order, the removal of such requirement shall be effective for the complete tour of duty.

11.A2 Reduced crews will have the right to book rest after 10 hours on duty. Every effort will be made to have such reduced crews reach the objective terminal within the 10 hours which could require the discontinuance of switching enroute.

11.A3 For the purpose of this article, **an** employee who has a seniority date as a trainman/yardman on or prior to March 7, 1979, shall be known and designated as a protected freight man.

11.A4 A brakeman's position on a "reducible crew" may be discontinued at any time hereafter, provided that "protected freight men" shall have the right to work in their seniority turn on any brakeman's position in any class of assigned or unassigned freight service in which, under the rules or practices in effect prior to the effective date of this agreement, the use of two brakemen would have been required, subject to the following:

(a) There shall not be any preference **as** between the head-end brakeman's position and the rear-end brakeman's position where such practice may now be in effect, on crew or crews declared reducible pursuant to the provisions of this Article if such preference results in the filling of a vacancy on such crew by an unprotected man.

(b) When vacancies occur, and when additional positions are created in a pool of crews in which crews are reducible and which would otherwise require the employment of unprotected men, such positions shall be filled to the extent available by "protected freight men" then

filling reducible brakemen's positions in such pool of crews.

Note:"In the application of this Clause (b) a man holding a permanent position in assigned or unassigned freight service will not be compelled to protect a two-man position at an away-from-home terminal."

(c) Should no applications be received from a protected freight man for a permanent vacancy on a reducible position, such position need not be filled until claimed by a "protected freight man" who is later displaced or who has been reduced or who was absent at the time the vacancy occurred. Such reducible position shall again be bulletined in assigned service and made available in unassigned service at each general advertisement of assignments and the same conditions will apply. Arrangements may be made between the General Chairman and the Superintendent (or their delegates) to post notice advising of permanent vacancies in unassigned service.

(d) When no application is received from a "protected freight man" for a temporary vacancy of 5 days or more on a reducible position, such position need not be filled for the duration of the temporary vacancy until claimed by a "protected freight man" who is later displaced, or who has been reduced or who was absent at the time the temporary vacancy occurred. However, a temporary vacancy of less than 5 days in a reducible position will be filled by the first out available "protected freight man" on the spareboard. This will not constitute a runaround of unprotected freight men on the spareboard.

11.A5 A "protected freight man" moving from one terminal to another shall retain his "protected freight man" status.

11.A6 When the consist of a freight crew is reduced under the provisions of this Article, existing rules or practices which are in conflict therewith will not apply.

11.A7(a) During each of the first ten years that this article is in effect, the company, at the end of each year, shall place in a "special fund" an amount which will be 25% of the gross wages of the brakemen's positions which, in accordance with the provisions of this article, were not filled during that year. The General Chairman will be advised as to such amount at the end of each year together with supporting data.

(b) At the end of each year during the 10 year period referred to in the preceding paragraph, the parties to this agreement will meet to negotiate the distribution of the "special fund". In doing so and while not necessarily limited thereto the parties agree that:

(i) Only "protected freight men" will share in the distribution of the "special fund";

(ii) The "special fund" will be distributed as mutually agreed between the parties;

(iii) For the duration of the ten year period, monies accumulating in the special fund will be distributed only to protected men who worked in two-man freight crews

during each respective year. This procedure will continue to apply unless 12 months' written notice to the contrary is given to the company.

(c) Special payments made to employees pursuant to this Section 7 shall not be considered as wages or earnings in the application of vacation rules or of the company's pension regulations.

11.A3 (a) Effective January 1, 1980, and subject to the provisions of this Section 8, a "protected freight man" as defined in Section 3 hereof who is working in a position covered by this collective agreement and who is eligible for early retirement under the company's pension rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.

(b) An employee defined in Clause (a) above shall receive a monthly separation allowance until the age of 65 which, when added to his/her company pension, will give him/her an amount equal to a percentage of his/her average annual earnings over his/her best five year period, as defined under the pension rules, in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	Percentage Amount As Defined Above
35+	80
34	78
33	76
32	74
31	72

75

30	70
29	68
28	66
27	64
26	62

(c) An employee entitled to the separation allowance as herein above set out may elect to receive in its stead a lump sum equal to the present value of his/her monthly separation payments calculated on the basis of a discount rate of ten per cent per annum. An employee electing to receive a lump sum payment and who has not yet attained the age of 60 years will be entitled to receive the Life Insurance upon retirement in accordance with Article 56.3 provided he/she is at least 55 years of age.

(d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.

(e) An employee who is in receipt of the monthly separation allowance provided in Clause (b):

(i) Shall be entitled **to** have his/her group life insurance coverage continued until age 65 and paid for by the company;

(ii) Shall **be** entitled at age 65 to a life insurance policy, fully paid **up** by the company, in an amount equal to that in effect under the existing collective agreement;

(iii) Who lives in a province where medicare premiums are required, will have his/her premiums paid by the company for the duration of his/her allowance but only up to the amount of the maximum medicare

allowance provided under the existing collective agreement.

(f) In the application of this Section 8, the maximum number of "protected freight men" who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited, unless otherwise mutually agreed by the parties, to the following number of eligible protected freight men in each one of the years 1980 to 1984:

1980-2
1981-3
1982-3
1983-3
1984-3

Note: The number of eligible employees listed above will commence upon removal of the requirement under the U.C.O.R. for flagging to the rear in A.B.S. territory.

In the event that the number of reducible crews is increased by virtue of the ability to remove by train order the requirement under the U.C.O.R. to provide manual flagging to the rear on non-signalled subdivisions, the parties will meet to arrange a proportionate increase in the number of "protected freight men" who will be entitled to elect to take early retirement and receive a separation allowance.

(g) If in any one year the number of eligible employees who elect benefits under the provisions of this Section 8 are less than the number of opportunities available in that year, the number of unused opportunities may be carried over from one year to the other with the understanding that no more than an additional two-thirds of the annual opportunities provided in Clause (f) hereof will be permitted to elect either the monthly separation allowance provided in Clause (b) or the lump sum payment provided in Clause (c) in any one year.

(h) Bulletins for applications from eligible "protected freight men" as defined in Clause (a) for the benefits provided under this Section 8 will be issued on October 15th of the year prior to the year referred to in Clause (f). Such bulletins will close on December 15th of each such year. Applicants shall be selected on the basis of their seniority as trainman/yardman.

(i) The President and the General Chairman will co-operate in the application of this Section 8 to ensure that a shortage of qualified conductors/yard foremen will not develop at any one terminal.

ARTICLE 12

Consist of Crews - Yard Service

12.1 A yard crew shall consist of not less than one foreman and two yardmen,

12.2 The provisions of this Article shall modify Article 12.1 - it applies to yard service crews, whether manned by yardmen

or roadmen, and shall supersede any agreement provision in conflict therewith.

Section 1

(a) The Railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on reduced consist of one Yard Foreman and one Yard Helper for crews in any class of yard **or** transfer service. The time and place for the Railway and Union representatives to meet shall be agreed upon within fifteen calendar days from the date of such notice and the parties shall meet within twenty-one calendar days of the date of such notice.

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

(c) **If**, after completion of the survey period, the parties do not agree that adequate safety can be maintained with the proposed crew consist reduction, the union will, within 60 calendar days of the completion **of** the survey period, give the Company specific reasons in writing why, in their opinion, adequate safety cannot be maintained. The Company may, by so advising the General Chairman **in** writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (c) will indicate that the Union agrees that adequate safety can be maintained. Such crews **shall** thereafter be considered "reducible crews" and the proposed reductions **in** the consist of such crews may be made subject to the conditions set forth in Sections 2 and 3 of this Article 12.2.

The time limits specified in this clause may be extended by mutual agreement between the parties.

(d) Arbitration shall be conducted **by** the Canadian Railway Office of Arbitration, unless:

(1) there are disputes requiring final determination during a period in which there is no incumbent arbitrator, or

(2) the Canadian Railway Office of Arbitration is terminated, or

(3) the Canadian Railway Office of Arbitration ceases to have jurisdiction to arbitrate such disputes.

In any of the above events the parties will within fifteen days of the notice by the Railway referring the dispute to

arbitration, select an arbitrator to hear the dispute. If the parties fail to agree on a suitable candidate for arbitrator, the Minister of Labour shall be requested to appoint an arbitrator within fourteen calendar days following receipt of such request.

The arbitrator shall be limited to making a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. The arbitrator's decision shall be rendered within 30 calendar days following the conclusion of the hearing and shall be final and binding on both parties.

(e) Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the arbitrator shall be shared equally by the parties.

(f) Where it has been determined by agreement or arbitration that adequate safety can be maintained with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews shall be made only in accordance with the conditions set forth in this Article.

(g) **At** a yard where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the General Chairman.

Section 2

(a) An employee who meets one of the following qualifications shall, for the purpose of this Article, be known and designated as a "protected employee":

(1) an employee who has a seniority date as a brakeman prior to December 16, 1966; or

(2) an employee who has seniority date as a yard helper prior to December 16, 1966.

(b) A protected employee shall have the right and obligation to perform service for which he/she is qualified, as provided in the collective agreement, to the extent that positions are available to him/her in his/her seniority district subject to the following:

(1) A protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3.

(2) A non-protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provision of this Article.

and

(c) A protected employee moving from one yard to another shall retain his/her protected employee status.

Section 3

(a) One helper position in a reducible crew may be discontinued for each protected employee entitled to a regular position who is, subsequent to such crew being determined reducible, removed from the active working lists of yard foremen, or yard helpers, other than by lay-off, discharge or temporary promotion to yardmaster or non-scheduled position and for each non-protected employee who is on a regular assignment or who has sufficient seniority to hold such an assignment.

(b) Reductions in reducible crews on the basis of a non-protected employee who is holding or who is able to hold a regular assignment will not be made if such reduction would require a protected employee to move from a regular yard assignment in one starting time period to a regular yard assignment in another starting time period nor if such reduction would deprive a protected employee from exercising his/her seniority from a regular yard assignment in one starting time period to a regular yard assignment in the starting time period of the reducible crew or crews. The starting time periods are those set out in Article 3.6.

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

(d) Should the number of reducible crews in any yard exceed the number of helper positions that may be discontinued under the terms of this Article the reducible helper positions to be discontinued shall be those filled by the junior protected employees manning such reducible positions. If the application of this clause involves the bulletining of positions, the bulletins shall be issued only to the yard concerned.

(e) Where the removal of a protected employee from the active working lists by a permanent promotion to a Yardmaster or non-scheduled position has resulted in a helper position in a crew being discontinued at a yard, the return of such protected employee to the working lists shall result in one discontinued helper position being reestablished at that yard. When a protected employee who was promoted to Yardmaster or non-scheduled position prior to the effective date of this Article returns to the working lists and a protected employee is promoted as a result thereof, the provisions of Clause (a) of this Section shall not apply.

(f) When an assignment manned by a reduced crew is abolished, a like reduction may be made in another reducible crew subject to the provisions of Clause (g) of this Section.

(g) Notwithstanding the provisions of Clause (a) of this Section, if a reduction in regular yard assignments at a yard will

result in protected employees becoming reduced from regular assignments at that yard, a sufficient number of helper positions which are discontinued under the provisions of Clause (a) of this Section shall be filled so as to avoid such reductions from regular assignments. The helper positions concerned shall be filled only until such time as the protected employees referred to can hold other positions in regular assignments at that yard.

(h) When a regular yard assignment which has been posted as a reducible crew but which has not actually been reduced is bulletined and no applications are received from a protected employee for a helper position in that crew such position need not be filled until claimed by a protected employee at that yard who is later displaced from another regular assignment or by a protected employee who has been absent during the period the assignment was under bulletin. Such positions shall again be bulletined at each change of timetable and the same conditions will apply.

Reductions in crew consists of reducible crews made under the terms of this clause shall be in addition to those provided for in Clause (a) of this Section.

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

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

(j) (1) Any protected employee on a yard service spare board who is unable to hold a position in a regular assignment as a consequence of the discontinuance of helper positions under the terms of this Article shall, provided he/she is available for service, be guaranteed forty hours per week, except that for any week in which one or more general holidays occur, the guarantee shall be reduced by eight hours for each general holiday occurring in the week. In the event a protected employee on a yard service spare board entitled to the guarantee under the provisions of this clause is assigned to such spare board for only a portion of the week, he/she will be paid his/her full proportion of the guarantee pro rated according to the number of days he/she was assigned to such spare board as related to the number of days in the calendar week.

(2) If a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown in (1) above, the applicable guarantee shall apply on a proportionate basis for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period.

(k) At a terminal where there is a series of yards all yards in such terminal shall in the application of this Article be considered as one yard.

(l) In the event of the establishment of joint spare boards or spare boards, from which relief for both road and yard service is drawn, the reference in Clauses (i) and (j) to a yard service spare board shall include these types of spare boards and, for the purpose of the guarantee, miles paid for in road service shall be converted to hours by dividing freight service miles by 12 1/2 and passenger service miles by 20.

(m) Reference in this Article to "regular position", "regular assignment" and "regular assignments" shall include positions regularly assigned or regularly set up in road or yard service.

(n) Notwithstanding the provisions of Clause (a) of this section, reducible crews will not be operated with a reduced consist if:

(1) such operation would result in a protected employee at the yard having insufficient seniority to hold a position (including a spare board position) at that yard.

or

(2) there are protected employees laid off at the yard who are qualified and available for work as a yard helper.

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

12.3 It is agreed that reduced crew consist provisions will apply on all yard assignments including extra and additional assignments at Cochrane.

Memorandum of Agreement between Ontario Northland Railway and United Transportation Union in Connection with Yard Assignments at Englehart, Ontario and North Bay, Ontario.

Whereas in letters dated January 28th, 1974 and February 7th, 1974 the Railway served notice on the Union in accordance with Article 89A of its desire to meet with respect to reaching agreement on a reduced consist of one Yard Foreman and one Yard Helper for all yard assignments in Englehart and North Bay yards.

And Whereas at a meeting held on February 7th, 1974 the Representatives

agreed that adequate safety could be maintained on all yard assignments in Englehart and North Bay yards and further agree to reduced crew consists for all such assignments.

Now Therefore the Railway agrees that Yardmen who are not protected under Section 3 of Article 89A, namely P.J. Laporte, F.A. Prior, R.H. Belanger, S.G. Brydle, F.G. Field, P. Carey, L.G. Vickery, F.A. Urquhart, G.A. Sequin, G.L. Cliche, L.K. Church, D.J. Mills, and M.H. Bond will not be laid off as a direct result of reduced crew consists. This will generally be accomplished by modifying Section 4 of Rule 89A to the following extent:

(a) The four unprotected Yardmen presently at Englehart namely F.G. Field, P. Carey, L.G. Vickery and G.A. Sequin will be allowed to work at Englehart on reduced positions on a regular basis, but will be required to protect necessary work at North Bay and Cochrane when a shortage of men exists at those points. However should they voluntarily exercise their seniority to positions at other yards they will lose such rights to reduced positions at Englehart.

(b) Unprotected men at Cochrane and North Bay will not be allowed to displace the above named Englehart employees or work on reduced positions at Englehart unless they do not stand for work at any other terminal.

(c) Except as required to prevent lay-off of the thirteen (13) employees named above, there will be no relief for a vacancy in a three (3) man crew unless relief is considered necessary by the Company.

Signed at North Bay, Ontario this 11th day of February 1974.

For United Transportation Union:

C.G. Johnston
General Chairman

For Ontario Northland Railway:

F.S. Clifford
General Manager

ARTICLE 13

Roustabout Switching Assignments

13.1 Definition

Roustabout assignments may be established to do yard switching and road work on a turnaround basis.

13.2 Switching and Road Service

Trainmen on roustabout assignments who are required to perform for or more hours switching at the home terminal in a tour of duty will be paid at yard rates. Road service performed will be allowed on the basis of hours or miles, whichever is greater. Switching and road service may be combined to make up the basic day.

Road service will be paid in accordance with Article 2.4(a).

13.3 Road Switcher Service

Employees operating on a turnaround basis in Road Switcher type service within a radius of 30 miles from the point required to report for duty will be compensated as indicated in Article 99.2(c).

13.4 Opportunity for Meal

Trainmen performing road switcher (including road switcher runs operating in turn-around service beyond a 30 mile radius), work train, snow plow, or snow spreader service and on regular wayfreight assignments, will have an opportunity of having a meal at a reasonable hour by previously advising the dispatcher sufficient time in advance. While so occupied, for 20 minutes or less, no deduction will be made; if over 20 minutes, all time will be deducted in computing overtime.

Note:

This Article 13.4 shall not apply to Trainmen in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 2.10.

ARTICLE 14

Deadheading Joint

14.1 Rates

(a) Trainmen or yardmen 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 (as outlined in Article 6) 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.

14.2 Transportation ~~€~~or Deadheading

When, under the terms of this Article 14, 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.

14.3 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 therefor.

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

14.4 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.

14.5 Minimum Day

Trainmen deadheading from one terminal to another will receive not less than the minimum day in class of service in which regularly employed, but when deadheading to an intermediate point and they then go from such point to a terminal in service or go into work train or other service for the balance of the day, they will be paid continuous time or mileage for class of service performed, but not less than the daily minimum for that service. For deadheading other than between terminals and when no other service is performed the same day, the compensation for such deadheading shall not be less than the minimum day in class of service in which regularly employed.

14.6 Intermediate Point

A passenger trainman 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.

14.7 Used Further at Outlying Point

A Trainman moving from his/her home terminal to any outlying point on his/her 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.

14.8 Two Tours of Duty

When trainmen are sent to outlying points and relief is for two tours of duty or over, men sent by the railway will not be entitled to claim deadhead.

14.9 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.

14.10 Position Not Bid

Any position, temporary or permanent, which has been advertised and men have not bid in or claimed and the junior trainman (yardman) is forced on to the vacancy, deadheading shall not be paid for as this is termed exercised seniority.

14.11 Closest Possible Means of Transportation

Men required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required.

14.12 Use of Personal Automobile

Nothing in this Article 14 will be construed to imply an obligation on any employee to use his/her own automobile for deadheading.

14.13 Release 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, he/she 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 he will be expected to remain with his assignment until the vacancy so created can be bulletined and filled in the recognized manner.

ARTICLE 15

Held for Investigation Joint

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 hour 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 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 14.

ARTICLE 16

Called and Cancelled Joint

16.1 Payment

(a) Trainmen called for service and afterwards cancelled, will be paid a minimum of 50 miles at the pro rata rate of pay applicable to the class of service called for. Trainmen held in excess of 4 hours after reporting for duty before being cancelled will be paid for all time so held on the minute basis (each 4.8 minutes to count as 1 mile) at the pro rata rate of pay applicable to the class of service called for.

(b) Trainmen who, after time required to report for duty perform any work required of them preparatory to departure of train and afterwards cancelled will be paid not less than a minimum day at the rate of pay applicable to the class of service called for.

(c) Trainmen in unassigned service who are allowed less than 100 miles under this Article will hold their turn out, but if allowed 100 miles or over will be dropped to the bottom of the list.

(d) This Article shall not apply to trainmen who after reporting for duty are held on duty and used in service other than that for which originally called.

16.2 Called Between 2200 and 0800

Trainmen called for service between the hours of 2200 and 0800 and not permitted to come on duty at the time called for on account of being set back will be considered as called and cancelled.

16.3 Yardmen

When regular yardmen are required to come on duty and are not used they will be paid

eight hours at scheduled rates. Spare yardmen called and not used will be paid for four hours at scheduled rates and hold their turn first out. If held for a longer period before being cancelled they will be paid for all time so held on the minute basis at schedule rates.

ARTICLE 17

Runaround Joint

17.1 Payment

When spare men or unassigned crews are available and are run around at terminals they will, except as otherwise provided in Article 2.12(b), be paid the entire trip, or round trip if applicable, they would have otherwise made had they not been runaround. Trainman so compensated will be placed at the bottom of the list ahead of the trainman who was called in his stead.

17.2 Terminal Switching and Road Service

A crew may be assigned by bulletin partly to terminal switching and partly to road service. When such crews are used in road service, unassigned crews at the terminal will not be considered as having been runaround.

17.3 When Main Line Blocked

In case of accident, when main line is blocked, the first crew available may be called to take out auxiliary outfit. This will not constitute a runaround under this rule.

17.4 Yardmen

A spare yardman standing first out and available **for** service not called in his/her turn will be paid **four** (4) hours and hold his/her turn out.

ARTICLE 18

Held away from Home Terminal

Unassigned Service

18.1 Payment

Trainmen in 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.

1. 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.

18.3 Separate Payment

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

18.4 Home Terminal Designated

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

ARTICLE 19

Held Away from Home Terminal

Assigned Service

19.1 Payment

Trainmen in assigned service who are held at away-from-home terminal of their assignment, are off duty and available for service, will be paid for all time so held beyond a period of five hours after the advertised departure time from that point to the train they are assigned to operate. Payment shall be made on the basis of 1/8 of the daily rate per hour at the rate applicable to the service last performed. Time to be submitted on a separate time return. This provision shall not apply to assigned work train service, nor shall it apply in cases of wrecks, snow blockade or washouts (between the location at which held and the home terminal) on the territory to which such trainmen are assigned.

19.2 Deadhead to Home Terminal

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

ARTICLE 20

Vans - Road Service

20.1 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.

20.2 Sleeping Quarters

The Company shall furnish sleeping quarters at locations regularly used as

away-from-home terminals, as specified hereunder, for men in:

pool van operations,
through van operations,
passenger service,

crews which have a van on an assigned basis but have been instructed by the Company that they are not to use the van as sleeping quarters as a specified away-from-home terminal.

(i) Where men are accommodated in quarters provided by the Company such quarters shall be comfortable and sanitary. Such accommodation shall be for the use of Trainmen and Enginemen.

(ii) Where men 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.

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

20.3 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.

20.4 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.

20.5 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

po

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.

20.6 Number of Crews

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

20.7 Equipment Supplied

A van in a pooled or through operation arrangement shall be supplied with the equipment shown in Appendix A.

20.8 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 Brotherhood representatives. The committee shall examine the complaints or grievances referred to it and, where necessary, ensure suitable corrective action is taken.

APPENDIX A

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

ARTICLE 21

Commission's Business or Court Duty Joint

21.1 Payment

Employees held off on Commission's business, or on Commission's order will be paid schedule rates for mileage or time lost and reasonable expenses if away from home.

21.2 Compensation When Called as Witness

Employees called as witnesses in court by the Commission or before a Coroner's inquest, will be compensated as follows:

Assigned and Unassigned Trainmen - will receive not less than their regular pay for the time lost.

Yardmen - will receive 8 hours minimum pay for each 24 hours or portion thereof detained from duty.

Spareboard Men - will be compensated actual time lost when such can be clearly determined.

Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and mileage will be assigned to the Commission in cases in which pay is allowed.

21.3 Court Witness Fees

Should court witness fees be greater than the allowance under this schedule the employee will receive the full amount allowed by the court.

ARTICLE 22

Jury Duty Joint

22.1 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 his/her scheduled assignment shall be paid for actual straight time lost with a maximum of one basic day's pay at straight time rate of his/her assigned position (for running trades, actual mileage lost or a basic day, whichever is applicable), for each day lost. Any amounts paid by the court for attendance, excluding meal, lodging and transportation costs, shall be remitted to the company. To qualify for such payments the employee must furnish the company with a statement from the court requiring attendance, jury/witness allowances paid, and the days which attendance was required. An employee who has been allotted his/her vacation dates may reschedule such vacation because he/she is called for jury duty.

ARTICLE 23

Time Returns

23.1 Service Paying Freight Rates

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 of duty. If switching is ordered, time occupied in switching to be shown.

23.2 Time not allowed (Joint)

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.

23.3 Broken Time

(a) Employees prevented from completing a day's work due to illness, will be paid for actual time on duty 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.

23.4 Short Pay

(a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.

(b) An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage 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) maintenance of earnings claims.

(ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

23.5 Submission of Wage Tickets

Wage tickets must be submitted promptly at completion of each tour of duty.

ARTICLE 24

Probationary Period

Joint

24.1 Probationary Period

An employee will be considered on probation until he/she has 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.

24.2 Seniority

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

ARTICLE 25

Calling Men Joint

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. What? 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:

- 1) deadheading
- 2) main line service
- 3) yard service

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, trainmen 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 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.

25.5 Decline Call for Conductor

Where a brakeman in a terminal declines a call for service as a conductor his/her standing as a brakeman will not be affected.

2. 5 Spareboard

Where a brakeman's spare list or board is maintained, spare brakemen required will be drawn from the board on the basis of first-in, first-out. Where a spare brakeman is not available when called (see Article 98), he/she will be placed at the bottom of the spareboard behind the trainman that was called in his stead. 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 and that outlined in Article 98.1(b).

25.7 Spare Conductors

Except as otherwise provided in Articles 39 and 42, when extra or spare conductors are required, conductors in the terminal at the time and holding positions as brakemen, will be entitled to such extra work, provided that they have not booked off duty, or on sick leave within the previous 12 hours calculated from time of call, and they will be called in the order of their seniority **as** conductor; having due regard *to* the provisions of Article 31. When such men cannot be located when required, or decline the call, they will not be used out of that terminal as conductor (except in emergency cases, where no other men are available) until the man or men who accepted the call and are used, return to the terminal.

25.8 Yardman Not Used as Foreman

Except in cases of shortage of men, a yardman assigned to a regular shift as yard helper will not be used as a yard foreman, provided he has booked off duty or **on** sick leave within the previous eight hours calculated from the time required to be called.

25.9 Spare Conductors on Passenger

Men used for relief or as extra conductor on passenger trains must, on return to North Bay, immediately upon arrival at The Station, communicate with the Yard Office to be booked on.

25.10 Protecting Service at Outlying Points

At outlying points when an extra brakeman is required and it is not possible to send a spare man, trainmen will be called in the following order:

(a) Brakemen stationed at the outlying point will be called in seniority order for such work.

(b) Brakemen working into such outlying point will be called in seniority order.

(c) When no roadmen are available, yardmen and then assigned yard foremen will be called in seniority **order** and will be paid road rates applicable to the service performed.

(d) Assigned conductors will only be used where no brakemen are available. When called it will be in seniority order and such conductors used in the capacity of a brakeman, will be paid conductor's rate for the service performed.

(e) It is understood that in any of the above cases the junior available man must respond.

(f) The employee so available will be called when such call will not interfere with him/her filling his/her regular assignment.

Understanding Re: Article 25.7

"Booking OK as Conductor"

In the Application of Article 25.7:

It is understood where sufficient men are available, one or more brakemen who are classed conductors may, according to seniority, book "OK as conductor", provided it will not interfere with the manning of crews.

**Overtime Banking
Joint**

Employees desiring to bank overtime may elect to do so under the following criteria:

(a) The half time associated to overtime may be banked up to a total of 24 hours per calendar year. **This** limit may be replenished throughout the year.

(b) Banked time must be taken in full day increments or the employee may elect to receive the pay.

(c) Employees must have cleared or be scheduled to clear their hours account by December 15. If the account is not cleared then the employee will be paid the balance in cash.

(d) Payment will be based on the current rate of pay at the time the banked time is used.

(e) Time off must be requested in advance, unless bona fide illness. (Company will monitor)

(f) Time off will be subject to company service requirements and no additional cost to the company.

(g) Implementation of the Overtime Banking arrangement will be subject to the development of an appropriate computer system.

ARTICLE 27

Cancellation of Regular Assignments

27.1 Trainmen in assigned road service whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less

than two hours' notice of cancellation in advance of the advertised departure time is given, trainmen will be paid a basic day at the minimum rate applicable to the class of service to which assigned for each tour of duty lost. The provisions of 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.

ARTICLE 28

Not Considered Absent

28.1 Trainmen assigned to regular runs will not be considered absent from duty after arrival at final terminal at end of day's run, but if called for service, will be given their turn out with unassigned crews.

28.2 Trainmen employed on regular runs will be allowed to go home for Sunday provided regular service permits.

Article 29

Running Off Own Subdivisions

29.1 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 30

Rest

30.1 Right to Book Rest

(a) Trainmen shall have the right to book rest after the combined time of two continuous tours of duty reaches eighteen (18) hours. Time to be calculated from the on-duty time of the first tour of duty.

(b) Trainmen who have been on duty 10 hours or more when operating with or without a reduced crew consist will have the right to book rest enroute, if they so desire, in accordance with the following provisions. Trainmen are to be the judges of their own condition. "Enroute" may also include the initial or final terminal.

30.2 Notice

(a) Not less than 3 hours notification of the desire to book rest will be given to the Rail Traffic Controller. Such notification shall include the number of hours rest required.

(b) When proper notification of the desire to book rest has been given, and the Rail Traffic Controller orders the discontinuance of all work enroute, the train may, at the Trainmen's option, be

taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other Rail Traffic Controllers, etc.

30.3 Rest Period

(a) Trainmen may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.

(b) When one member of the train crew books rest enroute, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, Trainmen will not be considered as tied up between terminals.

(c) When the Locomotive Engineer books rest enroute, Trainmen will, if they require rest, book rest at the same time. If rest is not required at that time, Trainmen will complete the tour of duty.

(d) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.

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

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

30.4 Arrangements

(a) When rest is booked enroute, Trainmen will, at the company's option:

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

(ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

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

Note (2):In the application of Clause (ii) above, Trainmen who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would have

otherwise earned for the round trip had they not been replaced.

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

(c) Trainmen 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 Trainmen relieved of duty in accordance with the provisions of Clause (b) above.

(d) Trainmen arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

30.5 Accommodations Enroute

(a) When accommodations are to be provided enroute, the Rail Traffic Controller may instruct Trainmen 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, Trainmen will not be considered as tied up between terminals.

(b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Trainmen 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 Trainmen being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12 1/2 miles for each hour *or* portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this Clause (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

30.6 Condition of Accommodations

(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 Trainmen 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 Trainmen 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, trainmen will be provided an allowance of \$16.00 where meals are not

provided by the company or at company expense.

30.7 Resuming Duty

(a) When accommodations are provided enroute and the train does not proceed, trainmen 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, Trainmen will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the company.

Note (1):When deadheaded in the application of Clause (b) above, Trainmen 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, Trainmen who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will, be paid, in addition to the earnings specified in Note(1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

ARTICLE 31

Rest Booked at Terminals

31.1 Rest Booked at Terminals

(a)(i) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 24 hours' rest at the home terminal. Spare trainmen who book more than 14 hours' rest at their home terminals will have their names placed at the bottom of their list after the period of rest has expired.

(ii) The turns of regular assigned and unassigned freight crews in which men have booked rest will not be sent out with spare trainmen if the rest booked does not exceed 8 hours.

(b) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 8 hours' rest at the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminals provided they have booked not more than six hours' rest.

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

3. 1 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.

31.3 Investigations

Men 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 32

Expenses Away From Home Joint

32.1 Payment

Except as provided in Article 32.3 an employee who is required by the company to move from a main (home) terminal to another main (home) terminal where a shortage of employees exists, will be allowed \$18.00 per day for meals where

such are not provided by the company or at company expense

32.2 Days Paid for

The allowance will be paid for each calendar day such employee works or is available for work at *or* out of the point where the shortage exists provided such point is not his normal place of residence.

32.3 Not Applicable

This Article does not apply to an employee moving on his/her 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 he/ she is entitled to the allowance at such main (home) terminal.

32.4 Forced to Vancancy

Employees who, through the application of seniority rules, are forced account no applications received to **fill** a position on a regular *or* temporary assignment which is home terminalled at a location which is subsidiary or outpost to their home station will be permitted, if accommodation is required, to stay in company resthouse facilities at the location if available, and, if there are none, they will be supplied accommodation, provided that such assignments are not located at the employees' place of residence and the distance from the city or town hall at the home station to the location of the assignment is 40 miles or more **by** the most direct highway route. Such employees will receive an allowance **of** \$18.00 per day for meals for each day the employee is held at that location **to** protect the assignment, when cooking facilities are available, and \$24.00 per day when cooking facilities are not available.

ARTICLE 33

Laid Off Employees Joint

33.1 Preference of Re-employment

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

33.2 Advice of Address

A laid off employee who desires to return to the service when work is available for him/her, must keep the proper officer advised of his/her address in order that he/she may be readily located.

3. } **Employed Elsewhere**

A Laid off employee who is employed elsewhere at the time he/she is notified to report for duty may, without loss of

seniority, be allowed ninety (90) days in which to report, providing:

(a) That it is definitely known that the duration of the work will not exceed ninety (90) days.

(b) That other laid off employees are available in his/her seniority group.

(c) That written application is made to his/her superior officer immediately on receipt of notification to resume duty.

33.4 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 his/her seniority rights and his/her name shall be struck off the seniority list.

ARTICLE 34

Investigation and Discipline Joint

34.1 Investigation and Discipline

No employee will be disciplined or dismissed until the charges against him/her have been investigated; the investigation to be presided over by the employee's superior officer. He/she may, however, be held off for investigation not exceeding three days. He/she will be given 48 hours' notice of the

investigation and will be properly notified of the charges against him/her. He/she may select a fellow employee to appear with him/her at the investigation, and he/she 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 his/her responsibility, questions and answers will be recorded. He/she will be furnished with a copy of his/her 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 he/she will have the right to appeal in accordance with the grievance procedure.

34.2 Unjust Cases

On request, the General 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, he/she will be paid in accordance with either:

- (a) Assigned or unassigned employees will be paid actual time lost at scheduled rates for the class of service in which last employed, or,
- (b) 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 d.

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

34.3 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 dismissable offenses.

34.4 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.

34.5 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 form will not be placed on employee files.

34.6 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 Chairperson.

ARTICLE 35

Transfers

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

ARTICLE 36

Leave of Absence Joint

36.1 Application

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

36.2 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 he/she produces it.

36.3 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 for a period of two years. Following this two year period in such capacity, such employee who continues to pay full union dues shall no longer accumulate seniority but shall retain the seniority rights already accumulated. Such employee, when released from non-scheduled or official position, may, within 30 days of such release, exercise his/her seniority to any position in his/her seniority group which he/she is qualified to fill and failing to do so, will forfeit his/her seniority, in which event his/her name will be removed from the seniority list. If such employee promoted two years or more, elects not to pay full union dues, his/her name will be removed from the seniority list immediately.

36.4 Union Position

Any employee elected to the union position of:

- 1) Grand Lodge Officer
- 2) General Chairperson

- 3) Local Chairperson
- 4) Legislative Representative
- 5) Delegate

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

36.5 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 three (3) months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

36.6 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 37

**Certificate of Service
Joint**

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

ARTICLE 38

**Seniority
Joint**

38.1 Seniority Lists

Separate seniority lists shall be established for passenger, freight and yard service. A composite list will also be prepared. Such lists shall show date of entry to service of the railway in any classification referred to herein, and date of standing in the particular classification to which assigned.

38.2 Composite Seniority List

Superintendent will prepare a composite seniority list and will have it posted on the first day of January and the first day of July in each year. Said lists will be posted in conspicuous places at all terminal registering points or yard offices, and employees whose standing is incorrectly shown must protest in writing

within ninety days thereafter or no action thereafter will be taken. The standing of any man who is absent on leave, or through illness, will not be affected by this Article.

38.3 Interchangeable Seniority Rights

(a) All trainmen hired subsequent to December 31, 1963 will rank junior to all freight men in passenger service and all passenger men in freight service.

(b) All men hired subsequent to May 1, 1974 will rank junior to all yardmen in road service (including passenger men) and to all road men (including passenger men) in yard service.

(c) All men hired subsequent to May 1, 1974 will be placed on one seniority list and will be subject to work in road, yard and passenger service.

(d) Men hired after May 1, 1974 will not be eligible to apply for yard spare board positions.

When yard spare boards are depleted, the company will protect this service from the main line spare board except that main line spare board men hired before May 1, 1974 may elect in writing at the spring and fall job assignment change not to be called for yard work.

A regular main line trainman with a seniority date prior to May 1, 1974 who is reduced to a spare board position between the regular job assignment changes will be required to make such election at the time of reduction. Other main line men with a seniority date prior to May 1, 1974 will not be forced to work yard positions.

Yardmen hired before May 1, 1974 will not be called for main line service unless they so elect in writing at the job assignment change.

Such elections must be renewed at each spring and fall change.

38.4 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.

ARTICLE 39

Promotion Joint

39.1 Criteria

Promotion will be made according to seniority of men and, subject to the other provisions of this Article, will be governed by merit, fitness and ability.

39.2 Promotion to Conductor

Brakemen shall be examined for promotion to conductor according to seniority on the brakemen's seniority list after 24 months' cumulative service.

Note: In applying the "24 months" cumulative service, brakemen must have completed a minimum of 200 shifts or tours of duty before they are examined for promotion. Yard foremen and passenger brakemen may use up to 100 shifts or tours of duty in their respective services to make up the 200 shifts or tours of duty provided that the remaining 100 shifts or tours of duty are served after August 17, 1979.

39.3 Notification of Conductor Examination

Brakemen will be notified by bulletin when required for examination for conductor and copy thereof will be furnished to the General Chairman.

39.4 Seniority as Conductor

Brakemen passing the required examination shall be given a certificate of qualification and when promoted to conductor shall hold their same relative standing on the conductors seniority list.

39.5 Rights of Examination or Promotion

Conductor

No brakeman will be deprived of his/her 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 his/her return he/she shall be immediately called and required to take examination.

39.6 Refusal or Failure of Examination Conductor

Brakemen shall not be permitted to refuse examination. Any brakeman failing to pass the first examination for promotion to conductor shall be given another examination within 6 months and should they fail to pass on the second examination their names shall be placed at the foot of the seniority list or their services dispensed with at the option of the company. This clause does not apply to brakemen with a seniority date as yardman prior to December 1, 1972, or to men with passenger seniority prior to July 12, 1954.

39.7 Demotion of Conductor

Conductors demoted to brakemen by action of the company will retain their brakeman's seniority and be permitted to exercise same.

39.8 Promotion to Yard Foreman

Yard helpers shall be examined for promotion to yard foreman according to seniority on the yard helpers seniority list after 24 months cumulative service. Such service will include service as yard helper or brakeman, at least 16 months of which must be in yard service and/or joint spare board.

Note: In applying the "24 months" cumulative service, yard helpers must have completed a minimum of 200 shifts or tours of duty before they are examined for promotion.

39.9 Notification of Yard Foreman Examination

Yard helpers will be notified by bulletin when required for examination for yard foreman, and a copy thereof will be furnished to the General Chairman.

39.10 Seniority as Yard Foreman

Yard helpers passing the required examination shall be given a certificate of qualification and when promoted to yard foreman shall hold their same relative standing on the yard foreman's seniority list.

39.11 Rights of Examination or Promotion Yard Foreman

No yard helper shall be deprived of his/her 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
t : on his/her return he/she shall be immediately called and required
to take examination.

3. .2 Refusal or Failure of Examination

Yard Foreman

Yard helpers shall not be permitted to refuse examination. Any yard helper failing to pass the first examination for promotion to yard foreman shall be given another examination within 6 months and should they fail to pass on the second examination their names shall be placed at the foot of the seniority list or their services dispensed with at the option of the company. This clause does not apply to yardmen with a seniority date as brakeman prior to April 17, 1974 or to men with passenger seniority prior to July 21, 1954.

39.13 Demotion of Yard Foreman

Yard foremen demoted to yard helpers by action of the company will retain their yard helpers' seniority and be permitted to exercise same.

39.14 Seniority of Yard Helper Refusing

Promotion

Any yard helper refusing promotion to yard foreman on any particular shift will thereafter rank junior to the man or men promoted to that shift only until that shift again becomes vacant.

39.15 Designation of Men Retained but not Promoted

Men not promoted and retained in the service will be designated as permanent brakemen or yard helpers by placing the letter "P" against their names on the seniority lists.

39.16 Reduction of Crews

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

39.17 Reverting to Spareboard

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

39.18 Relinquishing Yard Foreman or Conductor Rights

A promoted or classed Conductor or Yard Foreman may relinquish his/her rights as such for justifiable cause only when such action is concurred in by the proper officer of the Company and the General Chairman. His/her name will be placed on the appropriate seniority lists in accordance with his/ her seniority thereon. He/she will be designated as

permanent brakeman or yard helper and be permitted to exercise his/her seniority as such.

ARTICLE 40

Bulletining Runs

40.1 Change of Timetable

All runs become vacant at change of timetable, and will be bulletined

40.2 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 Superintendent Train Operations and General Chairperson and given to the senior qualified person applying.

40.3 Bidding Procedure

Employees will be required to bid in sufficient positions in writing to properly protect their seniority; filing one copy with the proper officer and one copy with the Chairman of their organization. Failing to do so, they may be assigned to junior positions with the concurrence of the General Chairman.

40.4 Changes of Assignments

Changes of assignments will be made within ten days from date timetable takes effect.

40.5 Passenger Trainmen

The preference of passenger trainmen for place of duty on the train will be respected at change of timetable; always with the understanding that the conductor may at any time require them to perform any duties pertaining to their class of train service.

ARTICLE 41

Bulletining Runs When Timetable Not Being Changed

41.1 Notwithstanding anything contained in these rules, the Railway will recognize a written request from the representative of the Trainmen to bulletin all runs and assignments. Such requests shall not be presented more than twice each year, and shall be acted upon only when it is apparent that a new spring or fall timetable is not likely to be issued. When such a request is received by the Railway under the conditions herein stated, it will have the same effect insofar as assignments and appointments are concerned as a new timetable.

ARTICLE 42

Temporary Vacancies Joint

42.1 Trainmen

(a) Temporary vacancies 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.

(b) 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 he/she is available. At points where spare boards are maintained or are an away from home terminal where two tours of duty or more is provided, the senior applicant will be released as soon as possible.

(c) When a trainman moves from one vacancy to another under this article he/she will forfeit his/her temporary right to the vacancy he/she is leaving and it will then be treated in the same manner as an original vacancy.

(d) A trainman who has been off duty account sickness, leave of absence, mileage or vacation who desires to take a temporary vacancy rather than return to his/her regular assignment may do so provided that he/she must displace the junior man on a temporary vacancy in the class of service, with the assigned days off and at the terminal of his/her choice, but he/she may only do so if there was a temporary vacancy bulletined in that class of service at that terminal during his/her absence. A trainman wishing to displace in accordance with this provision must indicate his/her intention and his/her choice prior to the time he/she declares himself/herself okay for duty or prior to the time he/she is to be placed on the working list as the case may be.

(e) The junior man displaced under Clause (d) above may exercise his/her seniority to a temporary vacancy held by a junior man following the same procedure.

(f) A trainman who has completed a temporary vacancy and who desires to take another temporary vacancy rather than returning to his/her own position must displace the junior trainman in the class of service desired on a temporary vacancy he/she did not bid because he/she preferred to remain on the vacancy just completed.

(g) Trainmen who are displaced from a permanent position will be allowed to displace the junior man in any class of service at the terminal of his/her choice.

(h) When a man is exercising seniority as a result of displacement or on return from mileage, leave of absence, or vacation, he/she must declare himself/herself immediately unless he/she himself/herself is

immediately booking off for mileage, vacation or leave of absence in
which case he/she will declare on his/her return to work.

I. the application of this provision, when a man declares himself, the person affected is immediately displaced.

42.2 Yardmen

(a) When yardmen, either foreman or helpers, lay off for three days or more, or a vacancy has been open three days, the senior yardman will fill the vacancy, if he/she so desires. Seniority to govern in men's respective classes.

(b) Yardmen holding foreman's positions on the night shift will not lose their right to such assignments while relieving helpers on a day shift.

(c) Left Blank

(d) When a yard foreman's position, temporary or permanent, becomes vacant and no applications are received, the junior foreman at the terminal with the necessary experience will be forced to the position. At an outlying point where no spareboard is maintained, the junior qualified foreman on the system with a seniority date subsequent to May 1, 1974 will be forced to the position unless a protected yardman named in the letter of February 11, 1974 is working as third man in a reducible crew in which event the junior such man will be forced to the unbid position subject to his/her right to displace a junior yard foreman from a reduced crew at his/her terminal.

(e) When a foreman's position is temporarily vacant on account of sickness, leave, or until the vacancy is bulletined, or an extra shift, employees will be called in the following order: the senior qualified helper starting at the same time, the senior qualified helper currently working a yard assignment, the senior qualified helpers in the terminal. If the temporary vacancy remains unfilled, the junior qualified helper will be compelled to fill the vacancy.

When unable to fill a vacancy in this manner qualified Yard Foremen in the terminal at the time and holding a position as brakeman or yard helper **will** be called for such work in the order of their seniority as foreman, having due regard to Article 31. When such men cannot be located when required or decline the call as Yard Foreman their seniority as conductor, brakeman or yard helper will not be restricted. In this situation the junior available foreman in the terminal must respond. Main line men hired before May 1, 1974 may elect in writing to be called in their turn for such work.

(f) A yardman appointed to fill a vacancy which he/she has bid in will not have the right to bid in the position he/she has vacated when advertised as a result of his/her leaving it.

42.3 Lay-Over

When a vacancy is open for five calendar days in passenger, assigned flight or assigned yard service, the man filling the vacancy will not be held on the lay-over for the remainder of the vacancy, provided

the vacancy does not continue after the lay-over days.

ARTICLE 43

Terminals

43.1 Points on current timetable where one or more trains end, are terminal points for such trains. The meaning of "Terminal" in the foregoing is understood to be the regular points between which crews regularly run: for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.

ARTICLE 44

Mileage Regulations

44.1 Maximum Mileage

The mileage for which trainmen are paid will, as far as practicable, be confined to the following limitations:

In assigned passenger service-Conductors, baggagemen and brakemen-6,400 miles per checking period or equivalent no carry-over.

In all other train service - Conductors - 4,300 miles per checking period or equivalent no carry-over.

Brakemen - 4,300 miles per checking period or equivalent no carry-over.

Spare Lists will be regulated as nearly as possible to permit spare men to average the following minimums:

Passenger Spare List - 4,000 miles or equivalent

Freight Spare List - 3,000 miles or equivalent

Yard Spare List - 8 days per semi-monthly checking period.

44.2 Excess Miles

(a) Trainmen making excess mileage will carryover to the next checking period, twice the excess miles so made.

44.3 More Than One Class of Service

(a) When trainmen 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) Mileage made **by** an ESB **as** an engineman will be increased by 12% and included with mileage made **as** a trainman/yardman in the calculation of

his/her total mileage in the monthly checking period.

4. . Shortage of Men

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

***44.5 Booking On**

Men will not be held out of service after 12 o'clock noon on the last day of their respective checking periods. Men returning from mileage will be placed on the working lists at 2200 hours on the last day of their checking period.

***44.6 Outside Points**

Men working at outside points will advise Yard Co-ordinator in sufficient time in order **that** relief may be furnished by him 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 Trainmen's Committee in carrying out the provisions of these rules in that Chairman of the Committee will, upon request, be allowed to check mileage with Chief Timekeeper, and arrange for any adjustment through Superintendent or his/her assistants. Mileage checks when requested will not exceed 90 days.

***44.8 Records**

Records will be maintained by the railway, however no part of this rule shall be used against the railway in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee.

***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**

A monthly checking period will be assigned to each man.

***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. Men failing to do so will not be called for further service until their mileage has been booked.

44.12 Earnings Not Charged

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

- (a) General Holiday Pay
- (b) Travel Allowance
- (c) Bereavement Leave
- (d) Annual vacation

(e) Allowances for periodic medical or rules examinations

(f) Penalty Payments under Articles 18 and 19

(g) Work performed off assignment account shortage of men.

* Applies also to yardmen

(h) Trainmen called for yard foremen (when no men available) while assigned to other classes of service.

ARTICLE 45

Van Tracks

45.1 Caboose or van tracks will be provided at terminal points, and other cars will not be placed on van tracks. In no case will switching be done with van attached. or will trains be built on vans.

ARTICLE 46

Exemptions

46.1 Brass Cars

Trainmen will not be required to brass cars, except. perishable or livestock, nor to pick up cars on line that need brassing.

46.2 Clean Cars, Light Lamps, Hosebags

Trainmen will not be compelled to clean cars, light lamps, couple or uncouple hose bags on trains where car repairers are on duty, but will be expected when train porters are not employed, to remove rubbish from coaches while enroute, so as to give them a tidy appearance.

46.3 Defective Draft Gears

Trainmen will not be compelled to handle cars in trains, the draft gears of which are defective, and require to be chained, further than to take a car of perishable freight or livestock, which may become disabled enroute to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van, other than official cars or

flangers.

46.4 Hosebags

Yardmen **will** not be required to couple or uncouple hose bags, or chain up cars in yard or on repair tracks, where Car **Repairers** are on duty.

ARTICLE 47

Electric Lanterns

47.1 Standards

Effective March 1, 1960, all employees must provide themselves with an electric white lantern. The electric lantern, bulbs and batteries must be of a standard prescribed by the Railway and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

47.2 Furnished By Company

Employees will be furnished with white electric lanterns by the company.

47.3 Personal Lanterns

Employees, who prior to March 1st, 1960, have already provided themselves with electric lanterns, may continue to use them until they are worn out, provided such lantern is of a satisfactory type and contains two serviceable white bulbs and a provision for carrying a spare white bulb in the lantern, as required under the provisions of Article 47.1.

47.4 Return of Lantern

When an employee leaves the service of the Railway, either voluntarily, by discharge, or by death, the lantern if in satisfactory condition, may be returned to the Railway whereupon the amount of deposit made when the lantern was issued, shall be refunded to the employee or his/her estate.

47.5 Replacement of Lantern

Replacement of lanterns issued by the Railway will be made without cost to the employee under the following conditions:

(1) When worn **out** or damaged **in** the performance of Railway service upon return of the lantern.

(2) When stolen while employee is on the premises of the Railway without neglect on the part of the employee.

(3) When destroyed in the performance of duty.

47 6 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.

4' ' 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 48

Engine Equipment Joint

48.1 Equipment

All engines to be equipped with suitable seats and wrecking chains.

48.2 Yardmen

Yardmen will not be required to work with yard engines not equipped with automatic couplers, grab irons, foot boards and suitable headlights. Foot boards must be in safe condition to work with when turned out from shop.

ARTICLE 49

Baggage Car Equipment and Supplies to Vans

49.1 Ontario Northland Railway baggage cars running exclusively over this line will be equipped with emergency kit (including stretcher) - same to be left in car.

ARTICLE 50

Manning New Lines Joint

50.1 Preference in manning new lines or extensions will be given trainmen on promotion district from which new line diverts. In future when a new line connects two promotion districts it will be manned by men taken equally from these districts, provided they are competent, having regard to the men's seniority dating from time of entering the service, and these men will then rank with the men on the promotion district to which they have been transferred, according to the dates

150

from which they rank in the service, as Conductors, Baggage man or B. man respectively. This will not apply to diversions reducing grades or distances on existing lines.

ARTICLE 51

Payment For Examinations Joint

51.1 Periodic Medical Examinations

An employee **required** to take a periodic medical examination or colour vision, or

hearing test during his/her off-duty hours shall be allowed payment of 3 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.

51.2 Periodic Rules Examinations

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

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

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

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

ARTICLE 52

Local Rules Joint

52.1 Between North Bay CNR and North Bay ONR

Train crews (other than assigned passenger or mixed train crews) required to perform duty between North Bay CNR and North Bay ONR will be paid 12 1/2 miles per hour with a minimum of 12 1/2 miles for such service and will hold their turn out **of** North Bay ONR.

52.2 Passenger Spare Work

North Bay freight spare board will protect all passenger spare work out of that terminal and when used as extra men in passenger service will be paid at passenger rates.

52.3 Baggage man on Mixed Train Island Falls Sub

Train baggage man on mixed train operating between Cochrane and Moosonee, Island Falls Sub-division will be paid an arbitrary of \$36.00 per month for checking operation of steam generator car when this unit is operating (pro-rated when used intermittently) under the following arrangement.

During the season when heat is required, the unit will be started by the shop staff before leaving Cochrane and Moosonee.

Train baggageman while enroute will frequently check the steam gauge in the baggage car to assure that steam pressure is normal, and will also make periodical inspection of the steam generator car.

In the event of a malfunction indicated by the sound of the siren, or during inspection, baggageman will advise the conductor, and the crew will take whatever action is necessary in an effort to correct the defect and failing this, take all necessary precautions to protect the generator car and passenger equipment.

52.4 Booking On

Employees, after being absent for any reason, must book on at least 2 hours in advance of the reporting time of their assignment.

52.5 Not Allowed to Bid

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

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

(a) The Company will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of Section 1 of this Article.

(b) The Company will negotiate with the Union, measures other than the benefits covered by Sections 2 and 3 of this Article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in schedule rules considered necessary for the

implementation *of* a material change is also subject to negotiation.

(c) While not necessarily limited thereto, the measures to **minimize** adverse effects considered negotiable under Clause (b) above, may include the following:

- (1) Appropriate timing
- (2) Appropriate phasing
- (3) Hours on duty
- (4) Equalization of miles
- (5) Work distribution
- (6) Adequate accommodation
- (7) Bulletining
- (8) Seniority arrangements
- (9) Learning the road
- (10) Eating enroute
- (11) Work enroute
- (12) Layoff benefits
- (13) Severance pay
- (14) Maintenance of basic rates
- (15) Constructive miles
- (16) Deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

(d) The negotiations referred to in Clause (b) above shall be conducted between the President (or his/her delegate) and the General Chairman and shall commence within 20 days of the date of the notice specified in Clause (a) above. **If** the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within seven days of the cessation of negotiation, be referred for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notices served by the Company on the Union under Section 1(a) hereof and **a** summary **of** the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board **of** Review the dispute shall be referred to the Arbitrator as provided in Clause (e) below.

(e) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided in Clause (f) hereof, or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or Issues, remaining in dispute, either **or** each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his decision together with reasons therefor in writing within 15 days of the completion of the hearing.

At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

(f) Time limits specified in Clauses (d) and (e) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

(g) The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

(h) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

(i) The appointment of the Arbitrator referred to in Clause (e) above may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement between the parties.

(j) In the event either party serves notice as provided in Clause (i) above, or the permanent Arbitrator serves notice on the parties of his intention to terminate his appointment., and there are disputes requiring final determination during a period in which there is no permanent Arbitrator, the parties will, within 27 days of cessation of negotiations, agree upon an Arbitrator to hear such dispute. If the parties cannot agree on the selection of an Arbitrator, either party may immediately request the Minister of Labour to appoint an Arbitrator to hear such dispute. Such ad hoc Arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in Clause (e) and by the provision of Clause (g) above.

(k) Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.

(l) This Rule does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal change inherent in the nature of the work in which employees are engaged.

(m) A dispute concerning the applicability of this Rule to a change in working conditions will be processed as a grievance by the General Chairman direct to the President, and must be presented within 60 days from the date of the cause of the Grievance.

5: . Relocation Expenses

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

(b) Eligibility

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

An employee:

(1) Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:

30 days if in road service,

21 days if in yard service,

25 days if in both road and yard service or a major portion thereof.

(2) Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this Section.

(3) Must establish that it is impractical for him/her to commute daily to new location.

c) Relocation Benefits

(1) 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 Railway.

(2) An allowance of up to \$650. for incidental expenses actually incurred as a result of relocation.

(3) 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 \$165. 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 subparagraph, a spouse will be considered as a dependent.

(4) Upon authorization, an employee may drive his/her automobile to

his/her new location and **be** reimbursed therefore at the rates shown in Article 14.2.

(5) In order to **seek** accommodation in his/her new location and/or to move to 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.

(6)(a) 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-1 plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

(b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix A-1 of this Article.

(c) An eligible employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under this item 6 must advise the company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this item 6 must be made within 12 months of the final determination of value.

(d) Payment of the cost of moving a wheeled mobile house which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of \$5,000. Receipts shall be required.

(7) 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 \$145. 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 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.

(8) Alternatively to (6) the cost of terminating an unexpired lease and legal costs 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 railway 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 Section 1(a) of this Article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he/she is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

(1) 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

(2) A lump sum payment calculated as follows:

Age at Retirement	Lump sum equivalent to the total value of monthly allowances he/she could have received under this provision
--------------------------	---

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

Material. changes in working conditions 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 53 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.

Appraisal Procedure
Appendix A-1

When an affected employee desires to sell his/her home under the provisions of Section 2(c)(6) of this Rule, of which

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, electricity) _____
Garage: Yes _____ No _____

Size of Lot _____
Fair Market Value: \$ _____

Other _____ Comments: _____

Date: _____ Signature: _____

ARTICLE 53A

Preferred Employment Security

53A.1 An employee who was in the service on December 31, 1992 and who has or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

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

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

(i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement.

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union.

is found for the employee in accordance with the foregoing. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

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

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

53A.5 Such 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.

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

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

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

ARTICLE 54

Annual Vacations

Section 1

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

relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross 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 he/she has rendered Compensated service in 40 calendar months; otherwise his/her vacation entitlement will be calculated as set out in Clause (a) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his/her next vacation, the adjustment will be made at time of leaving.

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

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his/her vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or

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 his/ her own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his/her service entitlement calculated as provided for in Section 1, for any vacation due him/her up to the time of termination of his/her service.

(b) An employee who at the time of termination of his/her service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of his/her gross earnings for the calendar year in which his/her service is terminated.

(c) An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

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

(e) An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

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

(c) An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining

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.

Article 55

General Holidays Joint

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 (Quebec only)	
Day (Ontario only) Civic Holiday	
Good Friday	(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 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; and

Note: Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this sub-paragraph (b).

T\ 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.

(d) 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 12 tours of duty on that assignment in the 30 calendar days.

(ii) reaches his/her maximum monthly mileage during the 30 calendar days immediately preceding the general holiday, provided he/she is available for work subsequent to his/her mileage date during the remainder of this 30 day period immediately preceding the general holiday and on the holiday, will not be disqualified from general holiday pay on the basis of not accumulating the required 12 tours of duty in the 30 calendar days immediately preceding the general holiday.

(e) A trainman, except if on the spare board, who makes himself/herself unavailable when called or books off for his/her job which commences on the day before the general holiday and thereby makes himself/herself 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 his/her 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 his/her 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:

(ii) Spare yardmen shall be paid eight hours pay at the yard helper's straight time rate.

(iii) A conductor, baggageman or brakeman shall be paid an amount equal to his/her earnings, exclusive of overtime for the last tour of duty he/she 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 addition to the pay provided in Article 55.5(a) at a rate equal to one and one-half times his/her regular rate of wages for the shift(s) or tour(s) of duty worked by him/her on that holiday.

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.

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 \$6,000. 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 his/her attending physician, Worker Compensation or the company physician, he/she may be assigned, temporarily, to any position anywhere within his/her home terminal. The intent of this practice is to work towards returning injured and disabled employees to their regular assignment. When dealing with positions or groups of employees whose nature of work takes them throughout the system, then the assignments under this provision shall follow similar practices. In such instances the employee will be compensated his/her normal basic rate of pay/guarantee or the rate of the temporary assignment, whichever is greater.

56.6 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

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 Joint

57.1 Bereavement Leave

Upon the death of an employee's spouse or children, an employee who has not less than 3 months' cumulative compensated service shall **be** entitled to 4 consecutive calendar days' bereavement leave with payment of lost earnings exclusive of overtime within such 4 days.

Effective January 1, 1998 upon the death of an employee's parent, the employee shall be entitled to four days' bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.

Upon the death of an employee's parent, grandparent, grandchild, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, step-brother or step-sister, an employee who has not less than 3 months' cumulative compensated service shall be entitled to 3 consecutive calendar days' bereavement leave with payment of **lost** earnings exclusive of overtime within such 3 days. **In** the application of this Article 57, an employee's spouse is defined as the person who is legally married to the employee and who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

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 Joint

58.1 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

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.

58.3 Employees filling positions of a supervisory capacity not subject to the rules of this agreement shall be excepted from dues deduction.

58.4 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.

58.5 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.

58.6 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 him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

58.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which 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.

58.8 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.

58.9 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.

58.10 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

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

175

rendered by the appropriate officer of the Company within the time limits specified, the claim will be paid. Payment of time claims in such

his/her skill and competence. Conductors and Yard Foremen will complete progress reports as necessary.

The size and weight of portable radios used by trainmen will not exceed that of those presently in use and portable radios hereafter purchased for use in

(b) In addition to the monetary penalty provided in Article 98.1(b), an ex. ojee (*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.

The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be:

Per Mile, Effective	
<u>Jan. 1/96</u>	<u>Jan. 1/97</u>
2%	2%

			2%	5%	2%
Conductors	117.96¢	N/A	120.32¢		
Brakemen	103.77¢	108.96¢	111.14¢		

(b) Wayfreight Service

The pay for wayfreight service shall be:

				Per Mile, Effective		
				Jan.1/96	Dec.15/96	Jan.1/97
				2%	5%	2%
Conductors		123.33¢	N/A	25.80¢		
Brakemen		108.00¢	N/A	110.16¢		
Essential Brakemen	108.00¢	113.40¢	115.67¢			

(c) Road Switcher Service (Eff Feb. 1/86)

				Per Mile. Effective		
	Jan.1/96	Dec. 15/96	Jan.1/97			
	2%	Yard Rate	40¢/hr.			

99 6 Pay for Handling Mail

Trainmen baggagemen on passenger or mixed trains handling Government mail in baggage cars will be paid additional pay for regular service as follows:

When maximum number of sacks of mail is over 10 and space occupied is 15 feet or less (equivalent 315 sacks of mail) - Column A rates.

When maximum space occupied is over 15 feet and less than 30 feet (equivalent 630 sacks of mail) - Column B rates.

When maximum space occupied is over 30 feet - Column C rates.

Twenty one sacks of mail shall be considered the equivalent of one foot of car space. Mileage paid shall be computed

Signed at North Bay, Ontario this 17th day of June 1996.

For the Union:

For the Company:

L. Marshall
General Chairman

K.J. Wallace
President

**Memorandum of Agreement Between Ontario Northland Railway and United
Transportation Union (T)**

It. is agreed that trainmen and yardmen so desiring may apply to take
training for

the inclusive rate referred to in clause (a) hereof for each general
he day which falls during the period of time he is assigned to the
company's training course.

to work as firemen (helpers) in freight or yard service.

11. 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 his 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, he will not be considered as available for service in any capacity 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.

12. When an engine service brakeman who is not working as a locomotive engineer is held back from the position to which he is assigned to protect work as a locomotive engineer on a tour of duty basis, he will, if so held and not used, be paid the earnings of the position to which assigned, unless he is assigned to the spare board when he will be paid 100 miles for each eight hours or part thereof and stand first out on the board. When assigned to the spare board, time held will be computed from the time compensation would have commenced on the tour of duty from which he was held back. Payments made under the provisions of this clause will be used to make up any guarantee to which a trainman may be entitled.

13. 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 Transportation Union. Should an engine service brakeman who has established seniority as a locomotive engineer lose such seniority for any reason he will also forfeit his right to work as an engine service brakeman.

14. An engine service brakeman may relinquish his status as such for justifiable cause only with the prior concurrence of both the proper officer of the company and the General Chairman.

15. Yardmen will be permitted to apply for training in accordance with this Memorandum of Agreement only after interchangeable seniority rights between road service employees and yard service employees are mutually agreed upon and included in the collective agreement

able 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	

Questions on Reduced Crews

1. Q. Is it the Railway's intention to operate reduced crews on all trains in any class of freight service on any subdivision?

A. Yes, except No. 421-622, auxiliary trains in other than through service, spreader outfits and snow plows assigned to plow sidings and other tracks. Also see General Manager's letter of June 26, 1981.

2. Q. Trains occasionally set off or switch enroute; will this require a full crew?

A. No. Current practices wherein the head-end brakeman presently does such work without the assistance of the rear-end brakeman are not changed.

3. Q. Occasionally we have trains do terminal switching. In such a case a crew might be required to perform considerable switching at an industry or to make up a train in the yard. Would such switching required the use of a full crew?

A. Yes.

4. Q. If No. 113 were to handle the way car or No. 213 were to do all of 207's work, would a reduced crew be used?

A. It is the present intention to provide a third man in these circumstances.

5. Q. If the auxiliary were to be moved from North Bay to Englehart (through train), could a reduced crew be used?

A. Yes.

6. Q. Can a detour train be operated with a reduced crew?

A. Yes, if all conditions are met

7. Q. Can a work train be operated as a reduced crew?

A. It is not the present intention to operate a work train with a reduced crew.

8. Q. Is snow removal considered work train service?

A. A snowplow cleaning main track only could be operated with a reduced crew. However, a plow cleaning all tracks or a spreader outfit would not be operated with a reduced crew. A flanger would be covered by the train on which it was used.

9. Q. What radio requirements must be met in order to operate a

A. If there are protected freight men available on spareboard, they must be called.

11. Q. If a protected freight man books on spareboard after reduced crew has been called, will he be used?

A. No.

12. Q. If an employee books sick at an away-from-home terminal, can the train return to its home terminal as a reduced crew?

A. Yes, providing there re no available "protected freight men" on spareboard at that location.

13. Q. If there are no "protected freight men" on the mainline spareboard, do we have to go to the yard spareboard for a "protected freight man"?

A. No, crew would operate reduced.

14. Q. There are four trains to operate and each crew which would be ordered has a conductor and a brakeman. There are three "protected freight men" on the spareboard. Would we fill out the first three crews and operate the fourth reduced?

A. Yes.

15. Q. Should there be no applications received for a vacancy in a reduced position, do we force a "protected freight man" to fill a vacancy which would otherwise result in a reduced crew?

A. No.

16. Q. If there are no applications received for a vacancy in a reduced position but the Company required .it filled, who will be forced to the position?

A. The junior "protected freight man" on the system not holding a job would be forced to this position (e.g. Timmins Roustabout).

17. Q. At an away-from-home terminal could a "protected freight man" be taken off a reduced position to man a reduced crew?

A. No, unless it would be beneficial to the employee involved, due respect to seniority.

18. Q. At the home terminal, will it be necessary to call a "protected freight man" off other crews when no spare "protected freight men" available?

A. No, it is not the intention to split crews.

forced to fill the vacancy on the crew first out?

A. No. He can however agree to go.

19. Q. When a full crew arrives at a distant terminal and it is possible to run a reduced crew on the return trip, can the crew be run reduced?

A. No.

20. Q. Do "protected freight men" have to fill non-reducible positions before exercising seniority on reduced crew positions?

A. Yes.

21. Q. When filling reducible crew, would a man off for miles be called?

A. No.

22. Q. If a "protected freight man" is not called in his proper turn for a position on a reduced crew, will he be entitled to a run-around claim or a claim for loss of earnings?

A. Loss of earnings.

23. Q. In such cases would the 25% of the gross earnings saved be remitted to the Special Fund?

A. Yes.

24. Q. What does loss of earnings mean?

A. For the purpose of this agreement "loss of earnings" means the protected freight man will be reimbursed for the "loss of earnings" he sustained for each tour of duty for which he should have been called on that trip irrespective of subsequent calls.

25. Q. Will a "protected freight man" at his home terminal be permitted to voluntarily leave his crew which is not first out and move to a vacant position on a crew first out which would operate as a reduced crew?

A. No.

26. Q. Should no applications be received for a permanent vacancy in a reducible position, would "protected freight men" on the spareboard still be called after the bulletin closes?

A. No. Vacancy is filled by protected spare men only until bulletin closes.

27. Q. At an outlying point, would a man on a reducible position be held until his job is bulletined and closed?

2. Q. A reduced crew is first out with only the Conductor available. The second position is vacant and the third position is under bulletin. There are only two men on the spareboard. Man first *out* is a non-protected employee and man second out is a protected freight man. Who would be called to fill the second position which is vacant?

A. The protected man would be called. To do otherwise would require filling out a reduced crew with a non-protected employee.

30. Q. A reduced crew is first out and only the Conductor is available. The second position is vacant and the third position is blanked account no applications received. The only two men on the spareboard are: first out-non-protected and second out-protected. Who would be called?

A. The non-protected man would be called. The protected man gave up his right to the reduced position when he did not bid the vacancy.

31. Q. Can a brakeman with less than six months' experience be used to man a reduced crew?

A. No,

32. Q. If a brakeman has been used as a spare Conductor and arrives back in the terminal before departure of his crew which is operating reduced, can he claim his run?

A. No, he must be available for the two-hour call.

33. Q. If No. 105 or 209 were to be operated to load ore only in an emergency could a reduced crew be used?

A. Yes, as long as ore loading only was done and not the switching.

34. Q. If a reduced crew is required to stop at a point enroute and perform a series of 6 switches to lift 10 cars involving approximately one hour switching, would such requirement cause the crew to become a full crew?

A. Yes, in such situation the required switching would probably involve more than the head-end brakeman therefore such switching would not be performed by a reduced crew.

35. Q. Will a "protected freight man" who is laid off have the right to fill vacancies when the Collective Agreement provisions are exhausted?

A. Such employees, if they have indicated their availability for extra work in accordance with the Collective Agreement must be

Ontario Northland

August 22, 1977

8345-23

Mr. B.F. Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This refers to your letter of August 11, 1977 addressed to Mr. G.T. Nudds, Superintendent of Train Operations, in connection with the training program for engine employees.

Our agreement with the Brotherhood of Locomotive Engineers provides that candidates for training are covered by the Engineers' Agreement as soon as they have passed the company's selection process. At that point in time, therefore, their dues would go to the B. of L.E.

As far as a leave of absence arrangement is concerned, I would prefer it to be very restrictive. My thought is that a candidate should only be able to return to his former group if he fails at any point during the one year training program. He should not have the voluntary right to drop out of the program.

If you agree with this approach, will you kindly so indicate on the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,
F.S. Clifford,
General Manager

I Agree:

B.F. Newman
General Chairman

Ontario Northland Railway

June 1, 1979,
North Bay, Ontario

Mr. B.F. Newman, General Chairman, United Transportation Union, 63 Nelson Avenue, North Bay, Ontario.	Mr. R.T. O'Donnell, General Chairman, Brotherhood of Loco. Eng., 888 Worthington St. E. North Bay, Ontario.
--	--

Dear Sirs:

During the last round of negotiations, we discussed the matter of bunkhouse accommodation for employees who were forced from one terminal to another to fill assignments.

It was agreed by all concerned that at points where bunkhouse arrangements are provided, such employees would be permitted, if accommodation is required, to **stay** in the bunkhouse.

It was further agreed that the company and the two unions would co-operate to the fullest extent to try to accommodate such employees. This co-operation was to include the following:

- (a) The use of a bed by another employee when the man regularly using the bed is out of his run.
- (b) The supplying of clean linen by the company for changing beds when used as above.
- (c) 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.

'This letter superseded the letter of November 1, 1974.

Yours truly,

R.O. Beatty,
Acting General Manager

Ontario Northland

North Bay, Ontario
June 26, 1981

8345-28

Revised

Mr. B.F. Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario

Dear Mr. Newman:

This will confirm the agreement between your committee and the Superintendent of Train Operations in connection with those trains listed under "As Agreed" in Article 11A.9 of the Collective Agreement.

Such trains will be considered reducible on the following schedule:

June 1, 1981 - Trains 425-426
Jan 1, 1982 - Elk Lake Swing
Work Trains
Snow Plows (main tracks)
Trains 105-106
Trains 209-210
Trains 207-308
Auxiliary Trains in Through Service
Through Trains not otherwise specified

It was decided that, at the present time, Trains 421-622, auxiliary trains in other than through service, spreader outfits and snow plows assigned to plow sidings and other tracks would not be declared reducible.

In connection with those trains declared reducible on January 1, 1982, we gave you our assurance that it is not our intention to run any train with a reduced crew in circumstances which would cause undue hardship to the employees, where safety is a factor and/or where the service may be adversely affected.

For example, unless conditions change, it is our intention whenever possible, to operate Trains 105-106, Trains 209-210, Trains 207-308 and most work trains with a full crew. It is also our intention to operate Train 211 on Saturday and Sunday with a full crew when it is involved in terminal switching and making up its own train.

The parties agreed that in some situations, where there was a shortage of men it would be preferable to run with a reduced crew rather than to cancel the train. Please indicate your agreement on one copy of this letter and return same for our files.

Ontario Northland

8345-23

July 29, 1982

Mr. B. F. Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

During negotiations you asked for a letter similar to the one issued by Canadian National clarifying the intent of the agreement in respect of the work required of trainmen and locomotive engineers upon arrival at the final terminal of their trip where yard engines are not on duty.

During discussions on the matter nationally, the union confirmed that it was not seeking to change accepted practices that presently exist but was concerned that at some locations company officers were requiring crews after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

We informed you, that, as on Canadian National, your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailing car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

We believe that generally speaking, our line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarifications will clear up any misunderstandings in this regard.

Yours truly,

P. A. Dymont,
General Manager.

December 16, 1991

Mr. K. L. Marshall
General Chairman
United Transportation Union
82 Labreche
North Bay, Ont P1A 3R5

Dear Mr. Marshall:

This letter of understanding will specify the requirements of both the company and employees when an employee is receiving Preferred Job Security payments. This letter is in addition to those conditions already specified in Article 53A of Collective Agreement No. 10, however, it supersedes all previous letters concerning this topic.

1. Weekly base pay for the purpose of calculating Preferred Job Security payments will be the greater of:

(a) average weekly earnings of the six months immediately preceding the lay off date, or

(b) up until the implementation of the 1991 Article III Agreement, the weekly yard helper's rate. After this date the established spareboard guarantee will be used to calculate the weekly base rate. Since this spareboard guarantee is a monthly guarantee, then the weekly rate will be determined by the following formula:

$$\frac{28 \text{ Day Guarantee}}{4} = \text{Weekly Base Pay}$$

The spareboard guarantee was implemented effective January 1, 1992, with the option of discontinuing after one year. Should the guarantee cease after this one year trial, then the yard helper's rate will be used in determining normal weekly earnings.

2. Depending on lay off location, employees receiving Preferred Job Security payments under Article 53A will be required to contact, by telephone or in person, the Trainmaster at Englehart, for those being scheduled from Englehart, or the Yard

ASSOCIATED RAILWAY UNIONS

LETTER OF UNDERSTANDING

July 3, 1994

This will confirm the provisions of our agreement on the last outstanding item of negotiations concerning Employment Security.

Your request was to cover all current employees under the terms of Preferred Employment Security. The company's position was that employees hired after December 31, 1991 would not be covered for Preferred Employment Security.

Effective on the ratification of this agreement, in addition to employees currently protected by the provisions of the Employment Security and Income Maintenance Plan and Article 53A of Agreement No. 8 and 10, employees listed on the attached Appendix "A" will be covered under Article 7A and 53A of the respective agreements.

The purpose of this agreement is to grandfather all the above mentioned employees and that it is recognized that no new employees will be hereafter added to coverage under Preferred Employment Security.

Signed at North Bay, Ontario this 29th day of August 1994

For the Company! For the Association:

K. J. Wallace
President

G. Schneider
Brotherhood M. of Way
Emps.

M. Kerr
C.A.W. (formerly CBRT
& GW) (Clerks and
Other Classes)

M. Lesperance
C.A.W. (formerly CBRT &
GW) (Train Service
Employees)

W. Peterson
Transportation
Communications
International Union
(General Office Clerks)

S. C. Ruttan
Transportation

198

(Trainmen and Yardmen)

E. K. How
ONR Police Association

R. J. Liberty

Brotherhood M of W Employees

M. Kerr

C.A.W.

(Clerks and Other Classes)

M. Kerr

C.A.W.

(Train Service Employees)

E. Halle

Brotherhood of Locomotive Engrs

G. Louttit

Inter. Bro. of Electrical
Workers, System Council #11

L. Marshall

United Transportation Union
(Trainmen and Yardmen)

R. J. Cote

ONR Police Association

200

E. Englehart, Ontario
November 29, 1974

8335-7
8350-1
4430-24

Yardmasters - Englehart (3)
General Car Clerks - Englehart (4)

RE: Engine Service Brakeman

Due to amendments to Clause 4 and 9(b) of Memorandum of Agreement between Ontario Northland Railway and United Transportation Union, my letter of February 1st, 1974, File 4430-24 is no longer in effect.

Effective November 30th, 1974 the following is for your guidance:

Engine service brakemen are required to work out of Englehart, but, in the event such men are cut off the working list at Englehart, they may exercise their seniority as a brakeman elsewhere.

These men will be called for all conductor's and brakemen's assignments including relieving and they will be allowed to take temporary vacancies unless required as enginemen.

If further information is required, do not hesitate to contact a supervisory officer.

G.T. Nudds,
Superintendent of Train Operations.

c.c. R.L. Moore
C.J. Toye
P.R. Harris
A.W. Sullivan
D.K. Hagar
E.P. Albert

Mr. C.G. Johnston,
General Chairman, U.T.U. (T),
Box 272,
Englehart, Ontario

Mr. C.J. Valencik,
General Chairman,
Box 287,
Englehart, Ontario

APPENDIX "A"

When it is established that services such as No. 109-209-210 are to be discontinued for a known period, such as a mine shut-down the unassigned freight trainmen's list on the Temagami subdivision will be reduced by one or two crews and if practical, such crew turn or turns will be re-advertised in order that when the service is re-established, the turn or turns will be immediately placed on the working list.

It is understood that if such train services are reduced on an intermittent basis, such as car shortages, etc., that the unassigned or pool freight list will be adjusted according to the mileage regulations as outlined in Appendices "B", "C" and "D".

If mutually agreeable to both parties, the reduction of the working list may be deferred on request by the General Chairman.

September 21, 1976 (SEE Aug 16, 1994 Revision)

8335-7

Mr. B.F. Newman,
General Chairman,
United Transportation Union (T),
63 Nelson Avenue,
North Bay, Ontario

Dear Mr. Newman:

This will serve to confirm the understanding reached between you and myself concerning the letter of understanding establishing **pool** through freight crew service - north of Englehart.

Effective on February 13, 1972, a five (5) crew pool through freight service will be set up and work north of Englehart. It is understood that if a train is cancelled, the crew affected will be placed in the next regular turn. [If a train were run as an extra service to suit operating circumstances such as an advance 223 the regular crew in standing for that turn would be called). All regular through freight trains except No. 209 will be manned from **pool** freight service. All other necessary requirements will be manned from the trainmen's spareboard and classed conductors supplied as outlined in the contract.

It is understood that if extra service is required and there are no spare men available, Rule 25.4 will apply.

No reduction will be made to the number of crews in the freight pool insofar as mileage regulations are concerned, until it is mutually agreed that the mileage will fall below the minimum guaranteed mileage as outlined in Rule 8.1 (A). It is understood that both parties to the agreement will closely follow the mileage earnings of the pool in order that no payment will be necessary under Rule 8.1(A). In the event that it is necessary to reduce the number of crews, a new appendix shall be drawn up as mutually agreed between the U.T.U.(T) and the office of the Superintendent of Train Operations or failing this the positions will again, revert to unassigned freight service on a first in, first out basis.

It is understood that Schedule conditions referring to unassigned freight trainmen will apply, except as outlined above, and it is further understood that crews at distant terminals, except in emergencies, will normally return to Englehart on regular scheduled services.

In the event that new regular through freight trains are established, new regard will be given by both parties to adding such trains to a new appendix.

The above arrangements **may** be terminated on a thirty (30) day notice by

E. Lehart, 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:

- 1) No. 121-221/422-222 (Northlander)
- 2) No. 421-622 (Mixed)
- 3) 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.

M. 3, 1994

8335-7

Mr. K. L. Marshall
General Chairperson
United Transportation Union (T)
82 Labreche Drive
North Bay, Ont P1A 3R5

Dear Mr. Marshall:

This will amend Appendix "D" of the understanding between G.T. Nudds and B.F. Newman dated September 21, 1976, concerning reducing crews or adding crews, through freight service, Temagami Subdivision.

Appendix "D"

Reducing Crews:

1. Checks will be continued as in the past on a fifteen and sixteen day basis.
2. 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.
3. 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:

1. The same check shall be used in a similar manner to add crews.
2. 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.
3. When an additional crew is to be added, it will be placed on the list when the bulletin closes for such additional crew.

crews, a new appendix shall be drawn up as mutually agreed between U .U.(T) and the office of the Superintendent Train Operations or failing this the positions will again revert to unassigned freight service on a first in, first out basis.

If the average mileage of crews presently working is 4,200 miles plus an additional 4,200 miles for another crew, a crew will be added to the list.

It is understood that Schedule conditions referring to unassigned freight trainmen will apply, except as outlined above, and it is further understood that crews at distant terminals, except in emergencies, will normally return to Englehart on regular scheduled services.

In the event that new regular through freight trains are established, new regard will be given by both parties to adding such trains to a new appendix.

The above arrangements may be terminated on a thirty (30) day notice by either party.

Yours truly,

J. L. Thib
Superintendent Train Operations.

I Concur:

K. L. Marshall,
General Chairperson
United Transportation Union (T)
December 20, 1995

Mr. K. L. Marshall,
General Chairperson,
United Transportation Union (T),
North Bay, Ontario

Dear Mr. Marshall:

This letter is in reference to our discussions during the recent round of negotiations with respect to the incidental movement of equipment by Mechanical Departmen- employees in and around the shop area in Cochrane when their track nobile is temporarily out of service.

During these negotiations, the parties agreed to define the process by which Mechanical Department employees could perform incidental movements in Cochrane when their track mobile is temporarily out of service.

Accordingly, the following will apply:

1. Mechanical Departmen: employees would

J. S. Thib
Superintendent Train Operations

I Concur:

K. L. Marshall
General Chairperson
UTU Local 1161

**T. § MEMORANDUM OF SETTLEMENT REFLECTS NEGOTIATIONS BETWEEN THE ONTARIO
NORTHLAND TRANSPORTATION COMMISSION AND THE UNITED TRANSPORTATION UNION
IN RESPECT OF THE OPERATION OF FREIGHT TRAINS WITH A MODIFIED CREW
CONSIST OF CONDUCTOR ONLY.**

CLAUSE 1

Protected Freight Employees

1.1 For the purposes of this Memorandum of Settlement, the term "Protected Freight Employees" is hereby defined **as** an employee who has a seniority date as a brakeman on or prior to the signing of this Memorandum of Settlement. A protected freight employee moving from one terminal to another terminal on the seniority territory shall retain protected freight employee status.

CLAUSE 2

Rates of Pay and Allowances

2.1 In respect of Trainmen and Yardmen, Paragraphs 99.2 (a), 99.2 (b), 99.2 (c), 99.3 (a) and 99.7 of Article 99 [Rates of Pay - Freight Service - Road Switcher Service - Yard Service - Additional Cars Differential of Agreement 10 are revised in accordance with Clause 4, Clause 9 and Appendix A hereto.

2.2 Employees hired subsequent to the signing of this agreement will not be entitled to the length of run allowances identified in Appendix A.

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 marshalling instructions. The time occupied at A is 1 hour and 15 minutes for which 16 miles is paid.

(2) In the application of Article 2.11(a) and (b) of the collective agreement, trains will not be operated with a conductor only consist.

CLAUSE 3

Crew Consist

3.1 Notwithstanding the provisions of Article 11 and 11A of the Collective Agreement, 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 brakeperson. This provision will take effect provided that the terms of 3.1, 3.2, 3.3 and 3.4 are followed.

Note: This replaces any reference in the collective agreement for a requirement to operate freight service with a full crew consisting of a conductor and two brakepersons.

requirements of rules and special instructions governing the marshalling of trains or to spot or respot car(s).

CLAUSE 4

Deadheading

4.1 A new paragraph is incorporated into Article 14 of Agreement 10 to read:

(1) Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided in Article 14 an allowance of \$3.00 in lieu of payment for the Train Length Allowance provided for in this Agreement.

CLAUSE 5

5.1 In addition to the provisions of Article 18.1 of the collective agreement, conductor only crews held away from their home terminal without being called for

(b) in the application of paragraph a) above, an employee will be considered unavailable for service if on vacation, leave of absence, sick/WCB, missed call, laid off, or rest booked in excess of 14 hours;

(c) all compensation paid an employee by the Company during each four week period will be taken into account in computing the amount of an employee's incumbency.

6.3(a) For the purpose of this Clause 6 the term basic weekly pay shall be defined as one-fifty second ($1/52$) of the total earnings of such employee during the twenty-six pay periods preceding the implementation of this agreement to a maximum equivalent to 4300 miles per checking period at through freight brakeman's rates.

(b)When computing "basic weekly pay" pursuant to paragraph (a) above, any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off without Employment Security Benefits, together with the earnings of an employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

6.4 The payment of an incumbency, calculated as above, will continue to be made:

(a) as long as the employee's earnings in a four-week period is less than four times his/her basic weekly pay;

(b) until the employee fails to exercise seniority to a permanent position, including a known temporary vacancy, on a required position, with higher earnings than the earnings of

not protect such assignment, the incumbency will be discontinued for the duration of the vacancy.

6.5 In the calculation of an employee's incumbency, the basic weekly pay, shall be increased by the amounts of any applicable general wage adjustments for a period of seven (7) years at which time the incumbency rate will be red circled (frozen).

6.6 For the purpose of determining higher rated positions and incumbency protection, the earnings of yard and spareboard positions will be considered equal,

EMPLOYEES WITH SENIORITY DATE OF MARCH 7, 1979 OR LATER

6.7 The basic weekly pay of such an employee shall be maintained by payment to such employee of the difference between actual earnings in a four week period and four times the basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four week period exceed four times his/her basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining an employee's earnings, shall be payable provided:

(a) he/she is available for service during the entire four week period. If not available for service during the entire four week period, the incumbency for that period will be reduced by the amount equivalent to 1/20th of his/her incumbency for each assignment missed; and

(b) in the application of paragraph a) above, an employee will be considered unavailable for service if on vacation, leave of absence, sick/WCB, missed call, laid off, or rest booked in excess of 14 hours.

(c) all compensation paid an employee by the Company during each four week period will be taken into account in computing the amount of an employee's incumbency.

circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

6.9 The payment of an incumbency, calculated as above, will continue to be made:

- (a) as long as the employee's earnings in a four-week period is less than four times his/her basic weekly pay;
- (b) until the employee fails to exercise seniority to a permanent position, including a known temporary vacancy, on a required position, with higher earnings than the earnings of the position which he/she is holding and for which he is senior and qualified at the location where he is employed;

or

- (c) until the employee's services are terminated by discharge, resignation, death or retirement.

In the application of sub-paragraph 6.9(b) above, an employee who fails to exercise seniority to a permanent or temporary vacancy at his/her location with higher earnings will forfeit incumbency protection for the duration of the vacancy.

NOTE: In order to maintain incumbency protection, employees assigned to Englehart will be required to protect vacancies north of Englehart excluding Hearst. Should an employee not protect such assignment, the incumbency will be discontinued for the duration of the vacancy.

6.10 In the calculation of an employee's incumbency, the basic weekly pay, shall be increased by the amounts of any applicable general wage adjustments for a period of five (5) years at which time the incumbency rate will be red circled (frozen). Incumbency protection under this provision will be discontinued ten (10) years from the date of implementation of this agreement.

6.11 For the purpose of determining higher rated positions and incumbency protection, the earnings of yard and spareboard

his/her basic seniority territory if necessary, in order to retain coverage under this SUB Plan.

7.3 If still unable to hold a position, then in order to retain SUB Benefits 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 covered by another collective agreement.

(iii) there being none, fill an unfilled permanent vacancy in a position not covered by a collective agreement.

Note: In the application of above Clauses (i), (ii) and (iii), the incumbency protection of this agreement shall apply.

(iv) There being none, be placed on waiting status until a position becomes available in accordance with foregoing. During this period the employee's UIC benefits and or outside earnings will be supplemented to a level equal to 90% of his/her weekly base pay **as** defined in Article 6.3 or 6.8 hereof.

Also during this period the employee must accept temporary work at his/her layoff location in accordance with Appendix B.

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

7.5 Such employee shall retain and

strikes or lockouts in the Railway industry.

7.9 An employee eligible for conductor only SUB will be allowed a total lay-off benefit credit of 260 weeks to be taken within ten (10) years from the implementation date of conductor only operation.

Lay-off benefit entitlement will be reduced by one week for each week of lay-off benefit received by the employee.

7.10 The parties agree that it is their intent that conductor only supplemental unemployment benefits be paid only for temporary periods resulting from shortages of work. Employees in receipt of SUB benefits continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to SUB.

7.11 The implementation of this Supplemental Unemployment Benefit Plan is subject to the approval by Human Resources Development Canada.

CLAUSE 8

Spareboard Guarantee

8.1 The Spareboard Guarantee on the date of the signing of this Agreement will be 3200 miles per 28 day period. (Remove reference to 28 day termination clause)

CLAUSE 9

9.1 Conductors Operating Locomotives - Freight Road Service

(a) Within one (1) year from the implementation of this agreement a new abbreviated engine service training program will be implemented by the Company for Conductors hired prior to the signing of this agreement who do not wish to become fully qualified Locomotive Engineers. Such employees must accept training and be properly trained to qualify to operate a locomotive when accompanied by a

service is performed regardless of the time occupied or of the number of units set out or picked up at such point.

(c) This allowance shall not be paid when units are set out because of mechanical or electrical failure.

Signed at North Bay this 25th day of November, 1996.

For the Union:

L. Marshall

P. Koning

For the Company:

Jerry D. Knox

281 to 300 road miles 40.00 40.80

This allowance will be not be used to reduce guarantees.

- Q 7 How will incumbencies be affected when an employee misses an assignment(s) on account of bonafide illness/injury (Weekly Indemnity/Worker compensation), vacation, mileage limitation, or lay off?
- A. Incumbency protection will be reduced by 1/28th of the incumbency value, for each day unavailable for service as a result of bonafide injury/illness, vacation, mileage limitations, or lay off.

CLAUSE 6.2(b) and CLAUSE 6.7(b) :

- Q.8 I am on the spareboard, three times or more out, and the first two men on the spareboard miss a call for an assignment. Am I considered unavailable for service under this clause if I miss the call as well?
- A. No, only the first two men on the spareboard would have their incumbency reduced by 1/20th for missing that assignment.
- Q.9 I am working an assignment that has assigned days off and do not respond to a call on my days *off*. Would I be considered unavailable for service under this clause?
- A. No, you will not have your incumbency reduced for not working on your assigned day off.
- Q.10 In assigned service, I understand that if I make myself unavailable at any time during the incumbency period, my incumbency may be reduced. This includes booking in excess of 14 hours rest at the home terminal. Does this mean I am prohibited from booking the 24 hours rest provided for in the collective agreement?

November 21, 1996

8000-69
8304-02

Mr. K.L. Marshall
General Chairperson
United Transportation Union,
82 Labreche
North Bay, Ont P1A 3R5

Dear Mr. Marshall:

RE: Employment Security & SUB Benefits under Conductor Only

In the application of the Supplementary Unemployment Benefit Plan (SUB) described in Clause 7 of the Conductor Only Memorandum of Agreement, as well as the provisions of Article 53A, the following provisions will prevail in addition to those conditions already specified in Article 53A of Collective Agreement No. 10:

- 1) Depending on location, employees in receipt of benefits under Article 53 A of the Collective Agreement or Clause 7 of the Conductor Only Agreement, will be required to contact, by telephone or in person, the Trainmaster in Englehart, for those scheduled from Englehart, or the Yard Co-ordinator in North Bay, for employees scheduled out of North Bay, Monday through Friday between 1300 and 1400 hours to determine if they stand for work.
- 2) Should an employee be unable to contact the above designated position, a message must be left in the respective office.
- 3) In situations where vacancies are known outside the hours of 1300 to 1400 hours, the Company will endeavour to contact the employee.
- 4) In situations where the employee fails to make contact or leave a message with the above designated position, the employee will forfeit his/her entitlement to benefits under Article 53A of Agreement No. 10 and Clause 7 of the Conductor Only Agreement.
- 5) Employees under Collective Agreement No. 10 who are collecting Employment Security Benefits (Article 53A) or SUB benefits (Clause 7) and are fulfilling their call-in requirements will be entitled to health and welfare benefit coverage as if an active employee.

The provisions of this understanding will be effective upon the implementation of the Conductor Only agreement.

Yours truly,

Jerry D. Knox
Director Human Resources

220